

GENERAL CONDITIONS

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1. Confidentiality and Nondisclosure

For the purposes hereof, "Confidential Information" means all information transmitted in connection with this RFP, including (but without limiting the generality of the foregoing) all information regarding (i) the CLIENT and (ii) the mandate, which the CLIENT or its directors, officers, sponsors, subsidiaries, employees, agents, representatives or suppliers (collectively the "Representatives") exchange or disclose to the CONSULTANT and/or its Representatives before or after the transmittal of this document by the CLIENT to the CONSULTANT, whether in tangible or intangible form and whatever the form or medium (including e-mails and oral communications), as well as all information produced by the CONSULTANT and/or its Representatives that contains, reports on or is derived from exchanged or disclosed information; however, it is understood that "Confidential Information" does not include information (i) that is or becomes publicly available other than as a result of facts, actions or omissions of the CONSULTANT or of anyone to whom the CONSULTANT has provided such Confidential Information (ii) that the CONSULTANT had in its possession in a non-confidential capacity prior to the date on which it was provided or disclosed by the CLIENT and/or its Representatives, (iii) that is provided or disclosed to the CONSULTANT by a third party who is not, to the CONSULTANT's knowledge, under any a legal or fiduciary obligation towards the CLIENT to refrain from disclosing such information, or (iv) that the CONSULTANT or its Representatives develop independently without using Confidential Information.

Confidential Information is to be held in confidence and used solely in connection with the mandate, and the CONSULTANT and its Representatives may not disclose or use it, or any part thereof, in any way without the prior written consent of the CLIENT, except in accordance with the provisions of this professional services procurement process.

The CONSULTANT may provide or disclose the Confidential Information to its Representatives solely on a need-to-know basis for purposes of the mandate, and shall inform them of the confidential nature thereof. Such Representatives shall agree to be bound by the provisions of professional services procurement process, and the CONSULTANT shall instruct them not to provide or disclose Confidential Information to any other person. The CONSULTANT shall take all reasonable measures (including court proceedings) to restrain its Representatives from prohibited or unauthorized disclosure or use of Confidential Information.

2. Contract Assignment, Subcontracting and Debt Assignment

2.1. Contract assignment and subcontracting

The CONSULTANT shall not assign or subcontract the services set out in the Contract, or any part thereof, without the CLIENT's prior written approval.

All expenses incurred by the CLIENT for such assignment will be billed to the CONSULTANT.

2.2. Assignment of debt

The CONSULTANT may not assign debts resulting from Contract performance without prior written approval from the CLIENT, who reserves the right at any time, even after authorizing such assignment, to deduct compensation from any amounts the CLIENT owes the CONSULTANT.

3. Supplier Code of Conduct

The CONSULTANT shall adhere to the principles of Hydro-Québec's Supplier Code of Conduct, available at www.hydroquebec.com/suppliers/code-conduite.html. The CONSULTANT confirms that it has reviewed the Code and understands the implications thereof. The CONSULTANT shall take the necessary measures to comply with the Code and shall ensure that its subcontractors do likewise.

4. IT Compatibility

When IT systems or software are used for the purposes of the Contract, the CONSULTANT is responsible for transferring, in the format required by the CLIENT, any data devised and used in performing the Contract. The CONSULTANT shall ensure that the media and formats used are compatible with the CLIENT's IT systems and software and can accommodate the volume of data to be transmitted. The data used is to be transferred to the CLIENT at the end of the Contract.

5. Accounting and Auditing

5.1. Accounting principles

The CONSULTANT shall record the cost of services separately in accordance with generally accepted accounting principles and practices.

5.2. Retention period

The CONSULTANT shall keep all the books, accounting registers and documents related to the Contract, as well as any documents used to prepare the Proposal, for three (3) years after the end of the Contract.

The retention period shall be extended for an additional three (3) years at the CLIENT's request.

The CONSULTANT shall sign and adhere to any special nondisclosure agreement in effect for the project connected to this Contract.

5.3. Right to conduct audits

On written request, during the term of the Contract and the retention period after final delivery, the CONSULTANT shall make available to the CLIENT any books, accounting registers and documents related to the Contract that the CLIENT may request for purposes of verifying that the CONSULTANT has carried out the Contract in accordance with the established requirements. The CLIENT may verify and reproduce any of these items.

Moreover, the CONSULTANT undertakes to ensure that all subcontractors make all the books, accounting registers and documents related to the Contract available to the CLIENT upon written request. The CLIENT may verify and reproduce any of these items.

Where services are remunerated on a flat-fee basis, the CLIENT is allowed to examine the books, accounting registers and documents related to the Contract only if the CONSULTANT makes a claim.

6. Conflict of Interest

The CONSULTANT undertakes to avoid any actual or perceived conflict of interest and any situation likely to create a conflict of interest.

The CONSULTANT shall notify the CLIENT of any change that may result in an actual or perceived conflict of interest. The CLIENT reserves the right to terminate this Contract upon receipt of such notice.

7. Force Majeure

Neither party is deemed to be in breach of this Contract if the non-performance or late performance of an obligation, excluding the obligation to make the payments required hereunder, can be attributed to an unpredictable and unavoidable event, specifically including natural disasters, actions (or a failure to act) by governmental authorities, earthquakes, social movements, war, epidemics, civil unrest, or riots.

Events of force majeure do not entail any obligation to compensate damages that may arise therefrom.

8. Language of Communication

French is the preferred language of oral communication between the CONSULTANT and the CLIENT. Written communication, including meeting minutes and all reports to be submitted to the CLIENT, shall be in French whenever possible.

9. Contract Jurisdiction

The Contract is governed by Québec law, and any legal dispute arising from its performance is subject to the exclusive jurisdiction of the Québec courts.

10. Formal Notice

If a deadline is set in the Contract for the performance of an obligation, the mere lapse of time will be considered notice of default.

11. CLIENT's Property and Data

The work performed by the CONSULTANT and the products arising therefrom become the CLIENT'S property as they are performed. However, the CONSULTANT assumes custody of, control over, and responsibility for them until final delivery of the work to the CLIENT.

The CONSULTANT assigns to the CLIENT all rights to the work and products, including copyright and other rights under industrial design, trademark, and patent law. The CONSULTANT also undertakes to take the required steps to protect those rights and ensure they are exercised. Moreover, the CONSULTANT waives any moral rights and, where applicable, shall ensure that any person involved in performing the work does so as well.

Data belonging to the CLIENT and data resulting from the performance of services, whether compiled or not, remain the property of the CLIENT.

Any intellectual property belonging to the CONSULTANT before the signing of this Contract remains the property of the CONSULTANT unless a written agreement to the contrary is made between the parties.

12. Environmental Protection

The CONSULTANT shall comply with all applicable Québec laws and regulations respecting environmental protection. It is responsible for preventing any pollution that could be caused by the products, services, and activities arising from this Contract. To that end, the CONSULTANT shall, at its own expense, take all necessary measures to protect the environment and prevent any form of pollution. It shall also ensure that it has properly trained staff who can take action in the event of an environmental emergency.

The CONSULTANT undertakes to hold the CLIENT harmless from and against any claims, sanctions, penalties or violation notices with regard to environmental protection, resulting from a breach, error or negligence on the part of the CONSULTANT or any party for whom it is legally or contractually responsible or accountable. If the CONSULTANT fails to meet its commitment to compensate the CLIENT within thirty (30) days following receipt of a written notice to this effect, the CLIENT may make a corresponding deduction from any subsequent payment that is due under this Contract.

The CONSULTANT shall promptly notify the CLIENT's representative of any environmental incident, non-conformance, or emergency that occurs in the performance of this Contract.

It must also comply with the environmental provisions in the Special Conditions section of this Contract.

13. Advertising and Trademark

Any proposed advertising by the CONSULTANT related to the Contract is subject to the CLIENT's prior written approval.

The CONSULTANT may not use the CLIENT's name, image, logo or trademark for any purpose whatsoever without the CLIENT's prior written approval.

14. Termination

The CLIENT has the right to terminate the Contract, or any part thereof, by written notice at any time. The Contract will then be considered terminated on the date indicated in the termination notice.

Should the CLIENT terminate the Contract at its sole discretion and without default on the part of the CONSULTANT, or should the CONSULTANT exercise its right to terminate the Contract following suspension of work, the CONSULTANT will be entitled to payment, in proportion to the Contract price and less any amounts owed to the CLIENT, for actual costs or expenses incurred to perform the Contract and for any other damage it may have suffered at the time of the termination notice, excluding any loss of income in relation to the work not completed.

If the CONSULTANT is in default hereunder, the CLIENT may terminate the Contract or any part thereof. The CONSULTANT will then be entitled solely to payment, in proportion to the Contract price and less any amounts owed to the CLIENT, for the value of the work performed and materials supplied at the time of the termination notice, and then only if the work performed and materials supplied can be delivered to and used by the CLIENT. The CONSULTANT remains liable to the CLIENT for any loss or damage occasioned by its default.

15. CONSULTANT's Liability

The CONSULTANT is fully accountable to the CLIENT for proper performance of the Contract services according to good practice and assumes professional liability therefor. The CONSULTANT will redo, at its own expense, any work that does not comply with the Contract requirements.

The CONSULTANT undertakes to compensate the victims, including the CLIENT, for any damage it may cause during performance of the Contract, to hold harmless the CLIENT, its directors, officers, employees, agents, and assigns from and against any liability, and to take up their defense in any legal action that might be brought in this respect. Such compensation must cover the capital, interest charges, additional indemnities provided for under the Civil Code of Québec, expert costs, and costs of any other nature for any sentence imposed on them.

16. Asset Security and Background Checks

If the CONSULTANT must access the CLIENT's assets for Contract performance, it undertakes to comply with, and have its employees, representatives and subcontractors comply with, all of the CLIENT's security regulations of which it has been informed.

For the purposes of this provision, an asset is property owned by or in the custody and use of the CLIENT, which may be tangible, such as facilities, buildings, construction sites, rolling stock, equipment and tools, or intangible, such as patents, copyrights, trademarks, and information.

Therefore, at the CLIENT's request, a personal reliability and integrity background check may be required at any time of any of the CONSULTANT's employees, representatives, or subcontractors, in connection with the performance of this Contract. The CLIENT may, at its sole discretion, require the replacement of any of the CONSULTANT's employees, representatives, or subcontractors who do not pass the background check. In such a case, the CONSULTANT is solely liable for the costs, expenses, delays, and other consequences of such a replacement.

The CONSULTANT shall promptly inform the CLIENT's representative of any incident, noncompliance, or other security situation that occurs in connection with or during performance of this Contract.

Should the CONSULTANT fail to fulfill its security and asset protection obligations, the CLIENT reserves the right to apply the measures provided for in the Special Conditions, if deemed necessary.

17. Subcontracting

The CONSULTANT agrees to subject all subcontracting agreements to the provisions of this Contract.

Before commencing any work, the CONSULTANT shall provide the CLIENT's representative, in writing, with a list containing the following information for every subcontracting agreement that it has entered into:

- Subcontractor's name and address
- Subcontract amount and date

If after commencing the work, the CONSULTANT enters into an agreement with a subcontractor in connection with Contract performance, it shall notify the CLIENT's representative by providing an amended list before the subcontractor commences the work assigned to it.

18. Suspension of Services

The CLIENT reserves the right to suspend performance of the services, in whole or in part, at any time on written notice, according to the terms and conditions set forth therein.

If the CLIENT suspends performance of the services at its own discretion and without default by the CONSULTANT, it undertakes to pay the CONSULTANT any additional costs resulting from such suspension, excluding, however, any lost income for services not performed.

19. Assignment to a Subsidiary

Neither party to the Contract may assign or otherwise transfer its rights or obligations hereunder to any person, unless the assignee is a related or affiliated entity. The other party's consent may not be unreasonably refused or delayed.