

CHINUCHI AGREEMENT

ENTERED INTO IN NEMASKA ON THIS 7TH DAY OF NOVEMBER, 2014

BETWEEN: **NEMASKA LITHIUM INC.**, a corporation incorporated under the *Canada Business Corporations Act*, (R.S.C. 1985, c. C-44), which has its registered office at 450 rue de la Gare du Palais, P.O. Box 10, First Floor, Québec City, Québec, G1K 3X2, acting and represented herein by Mr. Guy Bourassa, President, duly authorized to execute this Agreement, hereinafter “**NMX**”;

AND: The **CREE NATION OF NEMASKA**, a Cree local government constituted as a corporation under the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, which has its headquarters at 1 Lakeshore Road, Nemaska, Québec, J0Y 3B0, acting and represented herein by Chief Matthew Wapachee, duly authorized to execute this Agreement, hereinafter “**Nemaska**”;

and

The **GRAND COUNCIL OF THE CREES (EYYOU ISTCHEE)**, a corporation duly incorporated under Part II of the *Canada Corporations Act*, (R.S.C. 1985, c. C-44), which has its headquarters at 2 Lakeshore Road, Nemaska, Québec, J0Y 3B0, acting and represented herein by Grand Chief Dr. Matthew Coon Come, duly authorized to execute this Agreement, hereinafter “**GCC(EI)**”;

and

The **CREE NATION GOVERNMENT**, a legal person duly established in the public interest under *An Act Respecting the Cree Nation Government*, CQLR, chapter G-1.031, which has its headquarters at 2 Lakeshore, Nemaska, Québec, J0Y 3B0, acting and represented herein by Vice Chairman Rodney Mark, duly authorized to execute this Agreement, hereinafter “**CNG**”;

(all the above-mentioned parties hereinafter collectively referred to as the “**Parties**”, and individually, as a “**Party**”);

SEVEN (7) SIGNED ORIGINALS - Original 1 of 7

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EXECUTION COPY (REDACTED FOR SEDAR)

CHAPTER 1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

1.1.1 For the purpose of this Agreement, capitalized terms used herein have the meaning ascribed thereto in this Subsection, unless the context suggests otherwise:

“Affiliate” or “Affiliates” means, as applied to any Person: (a) any other Person directly or indirectly controlling, controlled by or under common control with that Person, or (b) any other Person that owns or controls fifty percent (50%) or more of any class of equity securities (including any equity securities issuable upon the exercise of any option or convertible security) of that Person. For the purpose of this definition, “control” (including with correlative meanings, the terms “controlling”, “controlled by”, and “under common control with”) as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through ownership of voting securities, by contract, voting trust or otherwise;

“Agreement” means this Agreement, to be referred to as the Chinuchi Agreement, including all schedules attached thereto;

“Applicable Laws” means any and all laws, rules, regulations, statutes, orders, ordinances, by laws, codes, permits, authorizations, judgments, decrees, court orders, directives, policies and standards of Authorities Having Jurisdiction and any and all international treaties, in each case having the force of law, as they may be replaced, supplemented, modified or amended from time to time, while this Agreement is in force;

“Authorities Having Jurisdiction” means such federal, provincial, regional, municipal or local government and other authorities and bodies and any Person exercising executive, legislative, judicial, regulatory, administrative, expropriation, tax, police or other functions, that legally have authority to exercise some measure of control over the Parties or the Whabouchi Project, including any ministry, court, tribunal, board, department, stock exchange, securities regulatory authority, agency or commission and officials of such authorities;

“Authorized Representatives” any director, officer, agent, employee, mandatary, financial, legal or other advisor or representative of the concerned Party or of any of its Affiliates, or any consultant, Contractor or subcontractor of the concerned Party, in each case where the duties and obligations of such individual require him to process or review or otherwise be informed of Confidential Information in furtherance of the concerned Party’s performance of the duties and obligations provided for in this Agreement;

“Business Day” means a day that is not a Saturday, Sunday or any other day on which the principal chartered banks located in Montréal, in the province of Québec or Toronto, in the province of Ontario, are not open for business during normal banking hours;

“Certificate of Authorization” means the certificate of authorization issued pursuant to section 164 of the *Environment Quality Act* or the authorization issued pursuant to section 167 of the *Environment Quality Act* for the Whabouchi Project, as such certificate of authorization or authorization may be amended from time to time;

“Claims Area” means the area of the mining claims held, managed and operated by NMX, listed in Schedule 1.1.1A and illustrated in the map attached hereto as Schedule 1.1.1B and situated on the Category II and Category III lands of Nemaska, as such area may be increased or reduced by NMX from time to time;

“Closure Phase” means the period of time commencing upon permanent termination of production and ending upon completion of the Whabouchi Project site rehabilitation and restoration and the issuance of a certificate of release to NMX by Authorities Having Jurisdiction pursuant to section 232.10 of the *Mining Act*;

“Commencement of Construction Date” means, following the Mine Construction Decision, the date on which the date on which construction activities of the concentrator or the garage for the Project commence on the Mine Site, as confirmed by a certificate executed by a senior officer of NMX;

“Commercial Production” means and shall be deemed to have been achieved when the mineral processing plant of the Whabouchi Project has operated, other than for testing, analysis or evaluation purposes, for a period of sixty (60) consecutive days at an operating rate of not less than sixty percent (60%) of the nominal capacity of three thousand (3,000) tonnes of ore per day;

“Confidential Information” has the meaning ascribed to it in Subsection 12.14.1;

“Construction Phase” means the period from the time of the Mine Construction Decision until the date Commercial Production is achieved;

“Contractor” means a contractor retained by NMX for the supply of goods or services for the Whabouchi Project;

“Cree” or **“Cree Beneficiary”** means an individual whose name appears on the Cree register kept by the secretary general appointed by the *Ministère de la Santé et des Services sociaux du Québec*, pursuant to section 16 of *An Act respecting Cree, Inuit and Naskapi Native persons*, (CQLR, chapter A-33.1);

“Cree Band” means any of the Cree Nation of Chisasibi, the Cree Nation of Eastmain, the Cree Nation of Mistissini, the Cree Nation of Nemaska, the Ouje-Bougoumou Cree Nation, the Cree First Nation of Waswanipi, the Cree Nation of Waskaganish, the Cree Nation of Wemindji or the Whapmagoostui First Nation, respectively constituted as corporations by the *Cree-Naskapi (of Quebec) Act*, S.C. 1984, c. 18, as well as any other Cree band which may be recognized as such under Applicable Laws;

“Cree Employee” means a Cree Beneficiary employed by NMX or by a Contractor or subcontractor for the Whabouchi Project;

“Cree Enterprise” means:

- (i) a Cree Band, or any Cree Entity, or any unincorporated business belonging to a James Bay Cree as well as any corporation in which one or more James Bay Cree, Cree Band or Cree Entity, or any trust, foundation or fund instituted for the benefit of any one or more of the aforementioned, holds more than fifty per cent (50%) of the voting shares or a sufficient participation to appoint the majority of directors; or
- (ii) any partnership, joint venture, non-profit corporation or other similar arrangement between a Cree Enterprise as defined in paragraph (i) above and a third party, provided that:
 - (a) the Cree Enterprise as defined in paragraph (i) above is entitled to receive at least fifty percent (50%) of the profits of the joint venture, partnership or similar arrangement; and/or
 - (b) the Cree Enterprise as defined in paragraph (i) above invests at least twenty-five percent (25%) of the aggregate of the capital and equipment required by the joint venture, partnership or similar arrangement, including working capital; and/or
 - (c) Cree Beneficiaries will carry out at least twenty-five percent (25%) of the overall man-hours of the labour required under a contract obtained by the joint venture, partnership or other similar arrangement;

“Cree Entity” means any of the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government (including when acting through the Board of Compensation thereto), the James Bay Eeyou Corporation, the Opimiscow Compane, the Sakami Eeyou Corporation, the Ouje-Bougoumou Development Corporation, the Cree Trappers’ Association, the Cree Outfitting and Tourism Association, the Cree Native Arts and Crafts Association, the Cree Development Corporation, the Cree villages, the Cree landholding corporations, the Cree School Board, the Cree Board of Health and Social Services of James Bay, or any other Cree controlled corporation, enterprise or legal entity referred to in the JBNQA or created pursuant to the JBNQA, any complementary agreement thereto, or any other agreement between Québec or Canada and any Cree Band, the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government;

“Cree Knowledge” means the knowledge, practices and customs acquired, developed and adapted over time by the Crees on various matters which may be required for the purpose of this Agreement, including land use, hunting, fishing, trapping and environmental management;

“Cree Nation Government” or **“CNG”** has the meaning ascribed to it in the appearance;

“Cree Nation of Nemaska” or **“Nemaska”** has the meaning ascribed to it in the appearance;

“Cree Parties” means, collectively, the GCC(EI)/CNG and Nemaska;

“Dispute” has the meaning ascribed thereto in Subsection 11.3.1;

“Effective Date” means the date of execution of this Agreement by the Parties;

“Environment Committee” means the committee established pursuant to Subsection 8.3.1;

“Environment Quality Act” means the *Environment Quality Act*, (CQLR, chapter Q-2), and all regulations thereunder;

“Environmental Management System” or **“EMS”** means the systems used to manage all environmental aspects of the activities and operations of the Whabouchi Project over which NMX has control or which it can reasonably influence;

“Environmental and Social Impact Statement” or **“ESIS”** means the impact assessment statement, as may be amended from time to time, for the Whabouchi Project required pursuant to section 160 of the *Environment Quality Act* and the *Regulation respecting the environmental and social impact assessment and review procedure applicable to the territory of James Bay and Northern Québec*, (CQLR, chapter Q-2, r. 25);

“Exploration Works” means the operations conducted by NMX for the discovery, definition and evaluation of mineral resources, as may be authorized under Applicable Laws, which include geological, geochemical, geophysical and geotechnical surveys, surveying and mapping, line cutting, stripping, diamond drilling, trenches excavation, installation of exploration shafts, ramps and other underground openings and of other infrastructures required for exploration, and the carrying out of all other works usually required to conduct exploration;

“Financial Year” means the financial year of NMX being each twelve (12) month period beginning on July 1 and ending on June 30, unless otherwise decided by NMX and provided that notice of such decision has been given by NMX to the Cree Parties;

“Grand Council of the Crees (Eeyou Istchee)” or **“GCC(EI)”** has the meaning ascribed to it in the appearance;

“GCC(EI)/CNG” means collectively the GCC(EI) and the CNG;

“International Financial Reporting Standards” or **“IFRS”** means, at any given date, International Financial Reporting Standards applicable to NMX which include standards and interpretations adopted by the International Accounting Standards Board, applied on a consistent basis as used under NMX’s accounting policies and in NMX’s audited financial statements;

“James Bay and Northern Québec Agreement” or **“JBNQA”** means the agreement approved, given effect and declared valid by the *James Bay and Northern Quebec Native Claims*

Settlement Act, (S.C. 1976-77, c. 32) and by *An Act approving the Agreement concerning James Bay and Northern Québec*, (CQLR, chapter C-67), as amended from time to time;

“Memorandum of Understanding” or **“MOU”** means the agreement entered into on August 11, 2010 between the Parties;

“Mine Construction Decision” means the unconditional decision of NMX, based on the Study, authorizing the construction and operation of the Whabouchi Project and committing the required capital in relation thereto;

“Mine Site” means the areas where the Whabouchi Project main infrastructures are located;

“Mine Workforce” means the aggregate of NMX Employees and employees of Contractors or subcontractors working on a regular basis at the Whabouchi Project;

“Mining Act” means the *Mining Act*, (CQLR, chapter M-13.1), and all regulations thereunder;

“Mining Lease Site” means the area covered by the mining lease granted by the Minister of Energy and Natural Resources for the Whabouchi Project;

“National Instrument 43-101” or **“NI 43-101”** means the mineral resource classification system used by the Canadian Securities Administrators for the public disclosure of information relating to mineral properties in Canada;

“Nemaska Cree Enterprise” means:

- (i) Nemaska, the Nemaska Development Corporation, or any unincorporated business belonging to Cree Beneficiary from Nemaska, as well as any corporation in which one or more Cree Beneficiaries from Nemaska, or the Nemaska Development Corporation, or any trust, foundation or fund instituted for the benefit of any one or more of the aforementioned, holds more than fifty per cent (50%) of the voting shares or a sufficient participation to appoint the majority of directors;
- (ii) any joint venture, partnership, non-profit corporation or other similar arrangement between a Nemaska Cree Enterprise as defined in paragraph (i) above and a third party, provided that:
 - (a) the Nemaska Cree Enterprise as defined in paragraph (i) above is entitled to receive at least fifty percent (50%) of the profits of the joint venture, partnership or similar arrangement; and/or
 - (b) the Nemaska Cree Enterprise as defined in paragraph (i) above invests at least twenty-five percent (25%) of the aggregate of the capital and equipment required by the joint venture, partnership or similar arrangement, including working capital; and/or

- (c) Cree Beneficiaries will carry out at least twenty-five percent (25%) of the overall man-hours of the labour required under a contract obtained by the joint venture, partnership or other similar arrangement;

“Nemaska R20 Cree Family Traditional Territory” or **“Nemaska R20 Territory”** means the Nemaska R20 trapline illustrated in the map issued by the CNG and attached hereto as Schedule 1.1.1C, of which territory is recognized by Nemaska as the Cree tallyman in accordance with paragraph 24.1.8 of the JBNQA;

“Nemaska R20 Family” means the Crees listed in Schedule 1.1.1D attached hereto, as may be updated by the Cree Parties in accordance with Subsection 4.6.2;

“Nemaska Lithium” or **“NMX”** has the meaning ascribed to it in the appearance;

“New Development” has the meaning ascribed to in Subsection 3.2.1;

“New Project” has the meaning ascribed to in Subsection 3.3.1;

“NMX Employee” means an individual employed by NMX and working on a regular basis at the Whabouchi Project;

“Notice of Termination” means a notice of termination of this Agreement executed by either NMX or the Cree Parties, given in accordance with Subsection 12.20.1;

“Operations Phase” means the period of time commencing upon the date Commercial Production is achieved and ending upon the permanent termination of production of the Whabouchi Project;

“Parties” and **“Party”** have the meaning ascribed to them in the appearance;

“Person” means an individual, corporation or company (with or without share capital), limited liability company, limited liability partnership, sole proprietorship, body corporate, firm, general or limited partnership, joint venture, trust, association, unincorporated organization, any Authority Having Jurisdiction or any other entity;

“Relais Routier Nemiscau” means the board and lodging infrastructures operated by Cree Construction and Development Company, located at km 291 of the Route du Nord;

“Safety Zones” has the meaning ascribed to it in Subsection 5.4.6 and is illustrated in Schedule 5.4.6, as may be adjusted from time to time in accordance with Subsection 5.4.6;

“Study” means the study prepared by NMX on the basis of its reasonable business judgment and used by the board of directors of NMX to make the Mine Construction Decision;

“Temporary Closure” has the meaning ascribed thereto in Subsection 12.17.1;

“Term” has the meaning ascribed thereto in Subsection 12.18.1;

“Whabouchi Implementation Committee” means the committee established pursuant to Subsection 10.2.1; and

“Whabouchi Project” means, except for the purposes of Chapter 6 and Chapter 9, the mine, facilities and activities, as described in Section 3.1, including any activity pertaining to all phases of the project located in the territory subject to the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA, notably transportation activities on such territory from and to the Mine Site as well as board and lodging at the Relais Routier Nemiscau, the whole subject to the terms and conditions of the Certificate of Authorization;

1.2 INTERPRETATION

Schedules

1.2.1 The schedules to this Agreement form an integral part thereof.

1.2.2 The following schedules are attached to this Agreement:

Schedule 1.1.1A – List of Claims;

Schedule 1.1.1B – Map of Claims Area;

Schedule 1.1.1C – Map of the Nemaska R20 Territory;

Schedule 1.1.1D – Nemaska R20 Family;

Schedule 3.1.1 – Summary Description of the Whabouchi Project;

Schedule 5.4.6 – Map of Safety Zones;

Schedule 9.4.3 –

Schedule 9.4.10 –

Schedule 9.5.3 –

Schedule 10.11.1 – Rules of Procedure of the Whabouchi Implementation Committee, including **Schedule A** of the Rules of Procedure of the Whabouchi Implementation Committee – Confidentiality Undertaking - Invitees; and

Schedule 10.12.1 – Code of Ethics.

Legislation

- 1.2.3 Unless otherwise indicated, when an Applicable Law is specifically identified in this Agreement, the reference thereto shall be to such law, as it exists as of the date hereof, and as it may be replaced, supplemented, modified or amended from time to time.

Currency

- 1.2.4 Unless otherwise indicated, all dollar amounts mentioned in this Agreement are in Canadian dollars.

Computation of Time Periods

- 1.2.5 For the purpose of this Agreement, when a period provided for herein exceeds ten (10) days, such period is to be computed on the basis of calendar days. For a period of up to ten (10) days, such period is to be computed on the basis of Business Days.
- 1.2.6 Except as specifically set out in this Agreement, for the purpose of computing periods:
- (a) the day which marks the start of the period is not counted, but the last day is counted;
 - (b) when the last day of a period falls on a day that is not a Business Day, the last day is deemed to be the following Business Day.

Extended Meaning

- 1.2.7 To the extent that the context so requires, the masculine gender herein employed includes the feminine and vice versa and the singular includes the plural and vice versa and, in such cases, the remainder of the sentence or sentences concerned is to be interpreted as if the required grammatical and terminological changes had accordingly been made thereto.
- 1.2.8 The words “including” or “includes” or any variation thereof, when followed by a list of items or things, are to be read as though the word “including” or “includes” or the variation was followed by the words “but without restricting the generality of the foregoing”. It shall not be presumed that the items or things are complete.

Headings

- 1.2.9 Chapter, Section, Subsection, Paragraph and Subparagraph headings contained in this Agreement, including its table of contents, are included solely for convenience, are not intended to be full or accurate descriptions of the contents thereof and are not to affect the construction or interpretation of any provision hereof.

Reference

- 1.2.10 The words or phrases “this Agreement”, “hereof”, “herein”, “pursuant hereto”, “thereof” and “hereby”, as well as all similar words or phrases, refer to this Agreement as a whole and not only to the particular Chapter, Section, Subsection, Paragraph or Subparagraph where such words or phrases are used.

Capitalized Terms

- 1.2.11 Except to the extent this Agreement refers to the full legal name of a Person not otherwise defined herein, all capitalized terms have the meaning ascribed to them in this Agreement.

Construction

- 1.2.12 Notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty in any provision of this Agreement shall not be construed against any Party by reason of the authorship of such provision.

Accounting Terms

- 1.2.13 All accounting terms not specifically defined herein shall be construed in accordance with IFRS consistently applied or any standards adopted by the mining industry from time to time.

GCC(EI)/CNG Acting as One Party

- 1.2.14 For the purpose of this Agreement, the GCC(EI) and the CNG shall act as one (1) party, except as otherwise specifically provided for in Chapter 9 and Chapter 12.

CHAPTER 2

OBJECTIVES OF THE AGREEMENT

2.1 OBJECTIVES

2.1.1 The objectives of this Agreement are:

- (a) to provide for the establishment and maintenance of a long-term working relationship between the Parties based on mutual trust and respect;
- (b) to adopt and maintain a sustainable development approach during all phases of the Whabouchi Project;
- (c) to provide for a framework through which communication and cooperation can take place between the Parties in the performance of their respective obligations under this Agreement;
- (d) to provide for training, employment and business opportunities for the Crees and particularly the Crees of Nemaska at the Whabouchi Project, through joint efforts of the Parties;
- (e) to provide for the cooperation and involvement of the Cree Parties with NMX in the environmental monitoring during all phases of the Whabouchi Project;
- (f) to maintain a constructive and respectful relationship with the Crees of Nemaska, including the Nemaska R20 Family, and to provide specific measures intended to benefit the former, including training, employment and business opportunities and participation in environmental monitoring;
- (g) to provide for the social acceptability of the Whabouchi Project by the Crees and to confirm their support for the development and the operation of the Whabouchi Project;
- (h) to facilitate the development and operation of the Whabouchi Project in an efficient, profitable, secure and environmentally sustainable manner; and
- (i) to provide for a mutually beneficial, solution-oriented and non-punitive approach for the proper implementation of this Agreement, through the Whabouchi Implementation Committee and other joint mechanisms.

CHAPTER 3

DESCRIPTION OF THE WHABOUCHI PROJECT

3.1 WHABOUCHI PROJECT

Description

- 3.1.1 For the purpose of this Agreement, a summary description of the Whabouchi Project is set out in Schedule 3.1.1.
- 3.1.2 A more detailed description of the Whabouchi Project Mine shall be set out in the Environmental and Social Impact Statement, a copy of which will be delivered to the Cree Parties upon its issuance. Upon the issuance of the Certificate of Authorization, the summary description set out in Schedule 3.1.1 and the foregoing detailed description set out in the Environmental and Social Impact Statement shall be subject to, and be deemed amended, to be in compliance with such Certificate of Authorization.
- 3.1.3 The Cree Parties acknowledge that NMX will continue to carry out Exploration Works on the Claims Area from time to time during the Term of this Agreement.

3.2 NEW DEVELOPMENT

- 3.2.1 A New Development means a modification to the Whabouchi Project, including but not limited to a modification to the extraction and/or the processing capacity for the Whabouchi Project, where such modification requires an amendment to the Certificate of Authorization.
- 3.2.2 Should NMX intend to undertake a New Development, it shall inform the Cree Parties, through the Whabouchi Implementation Committee, of the intended New Development and of its intention to file a notice of intent in accordance with the *Environment Quality Act*.
- 3.2.3 Following the filing of a notice of intent by NMX, the Whabouchi Implementation Committee shall discuss such New Development and its environmental and social impacts, if any, and make recommendations to NMX on remedial or preventive measures, as the case may be, for the intended New Development, to be considered in the preparation of amendments to the Environmental and Social Impact Statement, if required.
- 3.2.4 Following the filing of a notice of intent by NMX and if amendments to the Environmental and Social Impact Statement are required by Authorities Having Jurisdiction for the intended New Development, the Cree Parties, through the Whabouchi Implementation Committee, shall cooperate with NMX in the preparation of such amendments to the Environmental and Social Impact Statement to allow NMX to submit same in a timely manner to Authorities Having Jurisdiction.

3.2.5 NMX may then apply to Authorities Having Jurisdiction for an amendment to the Certificate of Authorization to include such New Development, including by filing an amended Environmental and Social Impact Statement, if required.

3.2.6 Should the Certificate of Authorization be amended in accordance with Subsection 3.2.5, this Agreement shall apply to the New Development.

3.3 NEW PROJECTS

3.3.1 A New Project means the development and extraction of a mineral deposit on the Claims Area but outside of the Mining Lease Site, other than the deposits identified for extraction in the Environmental and Social Impact Statement, where such development requires a new certificate of authorization pursuant to section 164 of the *Environment Quality Act* or an authorization pursuant to section 167 of the *Environment Quality Act*.

3.3.2 Should NMX intend to undertake a New Project, it shall inform the Cree Parties, through the Whabouchi Implementation Committee, of the intended New Project and of its intention to file a notice of intent in accordance with the *Environment Quality Act*.

3.3.3 Following the filing of a notice of intent by NMX, the Whabouchi Implementation Committee shall discuss such New Project and its environmental and social impacts and make recommendations to NMX on remedial or preventive measures for the intended New Project, to be considered in the preparation of an environmental and social impact statement.

3.3.4 Following the filing of a notice of intent by NMX for the intended New Project, the Cree Parties, through the Whabouchi Implementation Committee, shall cooperate with NMX in the preparation of an environmental and social impact statement to allow NMX to submit same in a timely manner to Authorities Having Jurisdiction.

3.3.5 NMX may then apply to Authorities Having Jurisdiction for a certificate of authorization with respect to the New Project, by filing an environmental and social impact statement.

3.3.6 Concurrently with the discussions outlined in Subsection 3.3.3, the Whabouchi Implementation Committee shall also discuss, and make recommendations to the Parties, as to whether:

- (a) this Agreement should apply to the New Project;
- (b) this Agreement should be amended for the New Project; or
- (c) the Parties should negotiate a new agreement for the New Project.

- 3.3.7 The Parties shall consider the recommendations of the Whabouchi Implementation Committee and shall make a decision on the course of action to be taken.

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CHAPTER 4 TRAINING AND EMPLOYMENT

4.1 PURPOSE

- 4.1.1 The purpose of this Chapter is to develop, through joint efforts and cooperation of the Parties, a qualified and productive workforce for employment at the Whabouchi Project and to promote the employment, integration, advancement and retention of Crees in the context of the Whabouchi Project.

4.2 OBJECTIVES

- 4.2.1 The objectives of this Chapter are for the Parties to cooperate in the following:
- (a) in the establishment of their respective training programs and measures and in the establishment of joint training programs and measures;
 - (b) in the implementation of measures facilitating successful recruitment of Crees for the Whabouchi Project;
 - (c) in the establishment of Cree employment objectives to promote Cree employment at the Whabouchi Project; and
 - (d) with respect to measures to promote the integration, advancement and retention of Cree Employees at the Whabouchi Project.

4.3 COOPERATION IN TRAINING PROGRAMS

- 4.3.1 The Parties shall establish their respective training programs and measures and shall cooperate regarding such programs and measures as provided for in this Chapter. The programs and measures established by the Parties will be designed to increase the number of Cree candidates qualified for employment, including advancement opportunities, at the Whabouchi Project.

4.4 TRAINING PROGRAMS OF THE CREE PARTIES

Role of the Cree Parties

- 4.4.1 The Cree Parties shall promote, support and develop the following programs, including programs supporting employment related to the mining industry in general, either on their own or in cooperation with Cree educational and vocational organizations or with other third parties:
- (a) educational programs;
 - (b) vocational and technical training programs;

- (c) pre-employment programs.

4.4.2 For the purpose of this Chapter:

- (a) “**educational programs**” refers to preschool, elementary and secondary education in Québec;
- (b) “**vocational and technical training programs**” refers to training programs leading to a diploma of vocational studies, an attestation of vocational specialization, a specialization diploma in technical studies or an attestation of college studies in Québec;
- (c) “**pre-employment programs**” refers to programs designed to provide basic skills preparing an individual for entry into the labour force. The contents of such programs may address matters such as job readiness training regarding industrial settings, employer/employee expectations, health and safety skills, communication skills, French and English knowledge, personal budget management, work-related stress management and inter-cultural and social differences.

Cooperation of NMX

4.4.3 NMX shall cooperate with the Cree Parties in their efforts to promote, support and develop such programs, particularly programs supporting employment at the Whabouchi Project, in the following manner:

- (a) for educational programs, as well as for vocational and technical training programs, NMX shall adopt measures which may include the following:
 - (i) providing information sessions on career opportunities at the Whabouchi Project;
 - (ii) subject to their availability, providing summer jobs or internships at the Whabouchi Project to Crees studying in fields leading to positions required at the Whabouchi Project;
 - (iii) cooperating with vocational organizations in the establishment and delivery of mining-related vocational and technical training programs, through technical support, expertise and advice;
 - (iv) cooperating with vocational organizations and third parties, as the case may be, to facilitate the delivery of mining-related vocational and technical training programs in Nemaska;
 - (v) developing incentives to Cree students in programs leading to careers in mining related fields;

- (b) for pre-employment programs, NMX shall cooperate with the Cree Parties in the establishment of pre-employment programs designed to facilitate the integration of the Crees in the Mine Workforce.

4.5 TRAINING PROGRAMS AND MEASURES OF NMX

Role of NMX

- 4.5.1 NMX shall be responsible for company-oriented and internal training programs and measures delivered by NMX or by third parties on behalf of NMX for the Whabouchi Project. For the delivery of such programs and measures, NMX shall have training facilities at the Mine Site.

Cooperation of the Cree Parties

- 4.5.2 NMX shall provide appropriate information sessions to its supervisory staff on relevant provisions of this Agreement pertaining to this Chapter, Chapter 5 “Working Conditions and Operating Policies”, Chapter 6 “Business Opportunities”, Chapter 7 “Social and Cultural Matters” and Chapter 8 “Environmental Matters”. The Cree Parties, through the Whabouchi Implementation Committee, shall cooperate with NMX in the development and the delivery of such information sessions.

Language of Training

- 4.5.3 When relevant and the size of the group allows, NMX’s internal training shall be available in both French and English unless delivery is not feasible in which case the Parties, through the Whabouchi Implementation Committee, shall identify solutions and make recommendations to the Parties.

Professional Development Programs

- 4.5.4 If professional development programs are established by NMX for NMX Employees, NMX shall inform the Cree Parties, through the Whabouchi Implementation Committee, of the programs available to the Cree Employees of NMX so that the Whabouchi Implementation Committee may identify, for such employees, other existing training programs and measures, if any, offered by third parties, including Cree educational organizations. The Whabouchi Implementation Committee shall then make recommendations to the Parties regarding such complementary training programs and measures.

4.6 JOINT TRAINING PROGRAMS AND MEASURES

Joint Training Programs and Measures

- 4.6.1 The Parties may, from time to time, establish joint training programs and measures to be identified by the Whabouchi Implementation Committee for specific needs or purposes for the Whabouchi Project.

Nemaska R20 Family

- 4.6.2 The Whabouchi Implementation Committee shall inform the Nemaska R20 Family of the Parties' training programs and measures, and shall facilitate their participation in such programs and measures. The Cree Parties shall provide to NMX an updated list of the Nemaska R20 Family set out in Schedule 1.1.1D on an annual basis or on such other basis as may be agreed to by the Parties.

Funding

- 4.6.3 The Parties shall cooperate to seek access to funding from third parties for training programs and measures and to obtain the cooperation of training institutions.

No Duplication

- 4.6.4 The Parties shall cooperate to avoid duplication of their respective training programs and measures.

4.7 RECRUITMENT

Information on Workforce Needs

- 4.7.1 NMX shall provide to the Whabouchi Implementation Committee, on a frequency to be determined by the committee, information on its short-term and long-term workforce needs.

Establishment of Recruitment Measures

- 4.7.2 NMX shall inform the Whabouchi Implementation Committee of its recruitment measures and the committee may make recommendations to NMX on additional or modified recruitment measures to facilitate the successful recruitment of Crees for the Whabouchi Project.

Posting of Job Openings

- 4.7.3 NMX shall post job openings in English and French in various Cree media and shall provide posting information on such job openings to the Cree employment services entities designated by the Whabouchi Implementation Committee for these entities to post such job openings through their respective media services. Such job openings

shall also be posted at the offices of the council of Nemaska and, if any, at NMX's employment office in Nemaska.

Entry Requirements

- 4.7.4 NMX shall determine entry requirements, including training prerequisites, for all employment positions at the Whabouchi Project. The Whabouchi Implementation Committee shall review proposed entry requirements, including language skills, and make recommendations to NMX to avoid the creation of, or to remove any undue barriers to Cree employment at the Whabouchi Project. NMX job requirements shall be the same for all NMX Employees performing the same duties, including the Cree Employees of NMX.
- 4.7.5 The lack of both French and English language skills by a Cree candidate shall not constitute a barrier for employment with NMX, provided that such employment is not an executive, managerial or supervisory position, is not at the Mine Site and inasmuch as NMX can provide for adaptations to remedy the lack of such language skills.

Cooperation of Cree Organizations in Recruitment Activities

- 4.7.6 The Cree Parties, with the cooperation of Cree organizations responsible to promote Cree employment, shall participate in the recruitment activities of NMX for employment at the Whabouchi Project, where such activities are held in Cree communities and particularly in the community of Nemaska.

Submission of Applications and Interviews

- 4.7.7 Cree candidates may submit their applications for employment and related documentation in English or French. NMX shall conduct interviews of Cree candidates in English or French, at the discretion of the candidate.

4.8 SELECTION AND HIRING

NMX Prerogative

- 4.8.1 The selection and hiring of employees remain the prerogative and sole responsibility of NMX.

Hiring Order

- 4.8.2 NMX shall hire all employees from amongst available qualified candidates. Should more than one candidate fulfill the job requirements for a vacant position, and should one or more Crees fulfill the job requirements, NMX shall fill the position by hiring a qualified candidate in accordance with the following order:

- (a) a member of the Nemaska R20 Family;

- (b) a Cree of Nemaska; and
- (c) another Cree.

4.8.3 Notwithstanding Subsection 4.8.2 and taking into account that there initially may be an insufficient number of qualified Cree candidates to fill all positions at the Whabouchi Project, the Cree Parties acknowledge that NMX will initially need to employ non-Cree employees to develop and operate the Whabouchi Project.

Pre-Employment Verifications

4.8.4 NMX shall determine pre-employment verification requirements. NMX shall conduct the necessary verifications for each candidate. The Cree Parties acknowledge that such pre-employment verifications as well as the results of these verifications must remain confidential and that these verifications are the sole responsibility of NMX.

4.9 CREE EMPLOYMENT OBJECTIVES

Long Term Objective for Workforce Composition

4.9.1 Subject to the availability of a qualified Cree workforce and the employment needs of the Whabouchi Project, the Parties shall cooperate in establishing measures in furtherance of the Parties' intent to maximize the Cree proportion of the Mine Workforce at all levels of employment.

Cree Employment Objectives

4.9.2 Towards eventual attainment of the workforce composition at the Whabouchi Project as provided for in Subsection 4.9.1, the Whabouchi Implementation Committee shall determine short-term Cree employment objectives. It is understood that these short-term objectives shall not be binding but shall constitute a common goal the Parties wish to attain and towards which they shall develop programs and measures as provided in this Chapter.

Relevant Parameters

4.9.3 Subject to the employment needs of the Whabouchi Project, the short-term Cree employment objectives at the Whabouchi Project will be established, reviewed in light of performance and adjusted, based on relevant parameters, including:

- (a) the availability of a qualified Cree workforce for the Whabouchi Project;
- (b) the unemployment rate in the communities of the Cree Bands;
- (c) other projects or industrial activities in the Eeyou Istchee James Bay region providing competing employment opportunities for Crees;

- (d) the current and upcoming phases (Construction Phase, Operations Phase, Closure Phase) of the Whabouchi Project, as the case may be;
- (e) the general economic context and market; and
- (f) any other relevant parameters, as determined by Whabouchi Implementation Committee from time to time.

Frequency

- 4.9.4 The short-term Cree employment objectives will be established, reviewed in light of performance and adjusted by the Whabouchi Implementation Committee on an annual basis during the Construction Phase, and thereafter, at least once every three (3) years during the Operations and Closure Phase.

Application to Contractors and Subcontractors

- 4.9.5 In furtherance of the attainment of the workforce composition at the Whabouchi Project as provided for in Subsection 4.9.1, NMX shall require its Contractors and subcontractors to hire qualified Crees, particularly Crees of Nemaska, in accordance with the hiring order provided for in Subsection 4.8.2, subject to the availability of a qualified Cree workforce.
- 4.9.6 NMX shall require its Contractors to provide quarterly reports based on NMX's policies and to include in such reports information on the indicators to be defined by the Whabouchi Implementation Committee, such as the number of Crees offered work, the number of Crees actually employed by the Contractor and its subcontractors, a description of the training offered to the Crees and the number of Crees laid-off or dismissed, and the Cree Enterprises engaged as subcontractors.
- 4.9.7 NMX shall share, at the regular meetings of the Whabouchi Implementation Committee, statistical and other relevant information on the Mine Workforce, including information based on the quarterly reports received from its Contractors.

4.10 INTEGRATION, ADVANCEMENT AND RETENTION

Integration, Advancement and Retention Measures

- 4.10.1 NMX shall identify, in cooperation with the Whabouchi Implementation Committee, workplace measures, including training programs, intended to promote the integration, advancement and retention of Cree Employees in the Mine Workforce.
- 4.10.2 The Cree Parties shall participate, whenever feasible and relevant, in the delivery of the measures developed by NMX and designed to promote the integration, advancement and retention of Cree Employees in the Mine Workforce.

- 4.10.3 NMX shall be responsible for the development and the implementation of the measures referred to in Subsection 4.10.1, which may include orientation programs, cross-cultural awareness and cultural programs, mentoring programs, pairing and companionship programs and supervisory skills training in a multicultural context.

Language Training

- 4.10.4 NMX shall provide French and English language training, where relevant, to facilitate communications at the Whabouchi Project.

Cree Representation on Internal Committees

- 4.10.5 NMX shall encourage Cree Employee representation on its internal employees committees.

Information and Cooperation on Advancement Opportunities

- 4.10.6 NMX shall provide the Cree Parties through the Whabouchi Implementation Committee with information that identifies advancement opportunities and related job requirements, for Cree Employees in the Mine Workforce.
- 4.10.7 The Cree Parties shall cooperate with NMX and provide training when relevant and feasible for advancement of Cree Employees, either on their own, in cooperation with Cree educational and vocational organizations or with other third parties.
- 4.10.8 The Parties shall cooperate to encourage Cree Employees to seek out and apply for advancement opportunities in the Mine Workforce.

Evaluation of Performance

- 4.10.9 On an annual basis, the Parties shall provide the Whabouchi Implementation Committee with information on the performance towards attainment of the short-term Cree employment objectives for the Whabouchi Project, including information regarding:
- (a) employment barriers encountered by the Crees at the stages of application, selection and/or hiring, as provided for in Subsection 4.10.10; and
 - (b) integration, advancement and retention.

The Whabouchi Implementation Committee shall review and discuss the information and may make recommendations to the Parties, including remedial measures for the latter to implement, in order to improve the achievement of the short-term Cree employment objectives.

- 4.10.10 On an annual basis, NMX shall provide to the Whabouchi Implementation Committee a compilation, without any personal information as defined under Section 2 of *An Act*

respecting the protection of personal information in the private sector (CQLR, chapter P-39.1), of the grounds for refusing Cree candidates for employment for the Whabouchi Project in order to allow the Cree Parties to take remedial measures, when possible. This compilation should include the percentage of candidates refused per category of grounds of refusal. The categories of grounds for refusal shall be the following:

- (a) qualifications and references;
- (b) criminal record;
- (c) references;
- (d) performance at the interview; and
- (e) other.

The Whabouchi Implementation Committee shall discuss the above-mentioned compilation and any undue barriers to employment referred to in Subsection 4.7.4 and make recommendations to NMX regarding same.

4.11 NEMASKA/WHABOUCHI TRAINING FUND

- 4.11.1 Commencing with the Financial Year in which the Commencement of Construction Date occurs, and until the final Financial Year of the Operations Phase, NMX shall pay to Nemaska for the “**Nemaska/Whabouchi Training Fund**” an amount equal to the amount secured by Nemaska from other funding sources or provided by Nemaska itself to such fund, in the Financial Year, up to a maximum of seventy-five thousand dollars (\$75,000) per Financial Year. Nemaska shall provide to NMX a written confirmation of the funding sources and of the committed amount.
- 4.11.2 Nemaska shall use the Nemaska/Whabouchi Training Fund for the delivery of programs set out in Section 4.4, particularly programs related to the mining industry in general and for the Whabouchi Project. The Whabouchi Implementation Committee shall make its recommendations to Nemaska on the use of the Nemaska/Whabouchi Training Fund and Nemaska shall respond thereto.
- 4.11.3 Within one hundred and twenty (120) days of the end of each fiscal year of Nemaska, Nemaska shall provide audited financial statements to NMX as to the use of the Nemaska/Whabouchi Training Fund in the previous fiscal year of Nemaska.
- 4.11.4 NMX shall pay the amount referred to in Subsection 4.11.1 within sixty (60) days of receipt by NMX from Nemaska of the written confirmation of the funding sources and of the committed amount.

4.12 VALLEYFIELD TRANSFORMATION PLANT

Exclusion from Whabouchi Project

- 4.12.1 Except as otherwise provided in this Agreement, the NMX Valleyfield transformation plant (the “**Valleyfield Plant**”) does not form part of the Whabouchi Project.

Hiring Order

- 4.12.2 The selection and hiring of employees for the Valleyfield Plant shall remain the prerogative and sole responsibility of NMX. However, should more than one candidate fulfil job requirements for a vacant position at the Valleyfield Plant and one or more candidates be a Cree from Nemaska with the intention of residing in the Valleyfield region, NMX shall fill the position by granting priority to the Nemaska Cree candidate.

Business Opportunities

- 4.12.3 For contracts to be awarded by NMX for the Valleyfield Plant through a competitive tendering process, NMX shall, where appropriate according to the nature of the contract to be awarded, consider amongst others the criterion of Cree Content in awarding a contract, being understood that the weight attributable to such criterion shall be at the sole discretion of NMX. For the purpose of this Subsection, Cree Content shall have the meaning ascribed thereto in Subsection 6.4.1.

CHAPTER 5

WORKING CONDITIONS AND OPERATING POLICIES

5.1 PURPOSE

- 5.1.1 The purpose of this Chapter is to provide for adaptations of certain working conditions for Cree Employees of NMX to facilitate their integration and to set out certain operating policies applicable to the Mine Workforce, as provided for in this Chapter.

5.2 GUIDELINES

- 5.2.1 All employees shall be subject to and benefit from the same working conditions, work rotation, rules of conduct, assessment criteria and operating policies applicable to their assigned group, as may be established by NMX from time to time, except as provided in this Agreement.
- 5.2.2 NMX operating policies shall reflect its vision and willingness to promote a discrimination-free, fair, safe and inclusive work environment.
- 5.2.3 Where relevant, NMX operating policies related to this Agreement, including those related to training and employment, shall be submitted to the Whabouchi Implementation Committee for comments and recommendations to facilitate the implementation of this Agreement. The contents of such policies shall remain the sole prerogative of NMX.

5.3 WORKING CONDITIONS

Language of work

- 5.3.1 Whenever possible, NMX shall hire bilingual (French and English) employees and shall make reasonable efforts to ensure that supervisors, foremen and management personnel express themselves clearly (oral and written) in both French and English.

Cultural Leaves

- 5.3.2 In accordance with its policies, NMX shall authorize, on an annual basis, leaves for its Cree Employees for activities known as “Goose Break” and “Moose Break” during the periods identified in the school calendar by the Cree School Board, provided such leaves do not impede the normal operations of the Whabouchi Project. Cree Employees wishing to avail themselves of such leaves shall be required to give notice in accordance with NMX’s policies and shall take any such leave as part of their annual paid vacation.

Bereavement Leaves

- 5.3.3 NMX's operating policies shall provide for bereavement leaves in the case of death of an employee's immediate family member, provided that for its Cree Employees, immediate family shall be defined as including family members further to traditional adoption and bereavement leaves shall also apply to the extended family as defined in NMX's operating policies.

Transportation of Employees

- 5.3.4 NMX shall provide bus transportation to all its Cree Employees between the Cree community of Nemaska, the Relais Routier Nemiscau and the Mine Site. This mode of transportation shall be the sole mode of transportation for the Cree Employees of NMX to and from the Mine Site, provided however that members of the Nemaska R20 Family employed at the Mine Site may, at their discretion and only at the start and end of their respective work rotation schedule, be picked up and dropped off elsewhere en route by the transportation services of NMX.

Voting at the Mine Site

- 5.3.5 NMX shall facilitate the establishment of polling stations at the Mine Site for Cree Employees to vote in Cree local or regional elections or referenda, provided NMX receives due advance notice from any of the Cree Parties and the voting does not interfere with the normal operations of the Whabouchi Project. The voting will take place in conformity with NMX's visitation policy for the Whabouchi Project.

Employee Assistance Program

- 5.3.6 Should NMX establish an employee assistance program for its employees working on the Whabouchi Project, such program shall take into account Cree specificities. The Cree Parties shall cooperate with NMX in the establishment of such an employee assistance program, as the case may be, and may seek the assistance of relevant Cree Entities and any other organization, as may be agreed to by the Whabouchi Implementation Committee.

Communication on Security Measures

- 5.3.7 The Parties shall cooperate in communicating and explaining to potential Cree candidates for employment at the Whabouchi Project the general security measures applicable at the Mine Site.

5.4 POLICIES AND RULES OF CONDUCT

Comments and Recommendations on Policies and NMX Prerogative

- 5.4.1 Where relevant, NMX shall submit its policies related to matters addressed in this Agreement, including policies related to training and employment, to the Whabouchi Implementation Committee for comments and recommendations, except as provided in Subsection 8.4.3.

All NMX policies and security measures applicable to the Whabouchi Project shall be communicated to the Cree Parties.

NMX Prerogative

- 5.4.2 The policies referred to in Subsection 5.4.1 remain the prerogative and sole responsibility of NMX.

Drug and Alcohol Policy

- 5.4.3 The Cree Parties acknowledge that NMX shall adopt a drug and alcohol policy, which will address all forms of drug and alcohol possession and consumption for all persons present at the Mine Site.

Firearms and Other Weapons

- 5.4.4 The Cree Parties acknowledge that, for public safety and security reasons, NMX shall adopt, implement and enforce a policy prohibiting the transportation, possession and use of firearms and other weapons by all individuals at the Mine Site and other designated areas, except as and when authorized by NMX.

Hunting, Fishing and Trapping

- 5.4.5 For public safety and security reasons, hunting, fishing and trapping shall be prohibited at the Mine Site by all individuals and the policies of NMX shall reflect such prohibition.

Safety Zones

- 5.4.6 The Cree Parties acknowledge that, for public safety and security reasons, NMX shall establish zones within the Claims Area and surrounding the Mine Site (the “**Safety Zones**”) where there shall be no hunting, fishing and trapping, except as provided in Subsection 5.4.7, and where the use of firearms shall be prohibited, except as and when authorized by NMX. The Safety Zones illustrated in the map appended hereto as Schedule 5.4.6 are hereby established as of the Effective Date. NMX shall request that the Whabouchi Implementation Committee review any proposed adjustments to the Safety Zones. The Whabouchi Implementation Committee shall review such

proposed adjustments and make recommendations thereon to NMX, as the case may be.

- 5.4.7 The Parties acknowledge that the members of the Nemaska R20 Family, upon reasonable advance notice to NMX health and safety personnel, shall be allowed to trap in the Safety Zones, provided however that, for public safety and security reasons, such activity shall exclude the setting of large traps as set out in Section 24.3.9 of the JBNQA.
- 5.4.8 Notwithstanding Subsections 5.4.4 to 5.4.6, in the event where an animal presents a threat for the safety and security of the individuals at the Mine Site or in the Safety Zones or in circumstances where the management of certain species is required at the Mine Site or in the Safety Zones, NMX may request, in the following order, the tallyman of the Nemaska R20 Territory or any individual the latter may designate, the public safety department of Nemaska or the Cree Trappers Association, to hunt or trap and use firearms in the Safety Zones to remedy the situation.

Security Measures

- 5.4.9 NMX shall adopt a policy on security measures applicable to all NMX Employees, Contractors and visitors, at, to and from the Mine Site. Such security measures may include body searches, vehicle searches and searches of personal belongings.

Emergency Situations

- 5.4.10 In circumstances other than emergency situations and for public safety and security reasons, NMX shall prohibit access to the Mine Site and use of the facilities of the Whabouchi Project, except as specifically authorized. In emergency situations and in accordance with its emergency policy, NMX will allow access to the Mine Site and use of the required facilities of the Whabouchi Project, by individuals who are not working on the Whabouchi Project. For the purpose of this Subsection, "emergency situation" means a situation requiring access to the Mine Site and/or use of the facilities of the Whabouchi Project to protect life and limb.

Personal and Recreation Vehicles

- 5.4.11 NMX shall adopt, implement and enforce a policy prohibiting the use of personal and recreational vehicles to and from the Mine Site.

Hitchhiking

- 5.4.12 NMX shall adopt, implement and enforce a policy prohibiting NMX Employees, Contractors and their employees from hitchhiking to and from the Mine Site. Employees operating NMX's vehicles and Contractors effecting transportation to and from the Mine Site shall not be allowed to carry passengers except as authorized by NMX.

CHAPTER 6 BUSINESS OPPORTUNITIES

6.1 PURPOSE

- 6.1.1 The purpose of this Chapter is to promote the awarding of contracts by NMX to Cree Enterprises for the Whabouchi Project, and more particularly Nemaska Cree Enterprises, during all phases of the said project, as provided for in this Chapter.

For greater certainty, the expression “Whabouchi Project” within this Chapter shall include all business opportunities within the Eeyou Istchee James Bay region.

6.2 OBJECTIVES

- 6.2.1 The objectives of this Chapter are the following:

- (a) to provide business opportunities related to all phases of the Whabouchi Project for Cree Enterprises, and more particularly Nemaska Cree Enterprises, with an emphasis on sustainable contracts;
- (b) to provide meaningful opportunities for qualified Cree Enterprises to participate in NMX’s contract awarding processes, including in NMX’s competitive tendering process, as provided for in this Chapter; and
- (c) to facilitate the creation, diversification and development of qualified and competitive Cree Enterprises with respect to all phases of the Whabouchi Project.

6.3 CREE ENTERPRISES

- 6.3.1 The business opportunities made available by NMX to Cree Enterprises under this Chapter will apply only to Cree Enterprises, including Nemaska Cree Enterprises, and will be related to contracts awarded with respect to the supply of goods and services for the Whabouchi Project during all of its phases.

6.4 CRITERIA FOR AWARDING CONTRACTS

- 6.4.1 Being understood that the weight to be given to each criterion may vary depending on the contract to be awarded by NMX, the latter shall, when relevant, consider amongst others the following criteria in awarding a contract:

- (a) cost competitiveness;
- (b) health and safety record and programs;
- (c) environmental performance and programs;

- (d) availability and continuity of supply;
- (e) financial capacity;
- (f) quality of work, experience of Contractor and Affiliates;
- (g) timeliness; and
- (h) Cree Content.

For the purpose of this Chapter, Cree Content shall designate a Cree as Contractor, sub-contractor or supplier, Cree employees, commitment in the training of Crees and past performance in compliance with Cree Content in previous contracts awarded by NMX in relation to the Whabouchi Project. In the evaluation of Cree Content, NMX shall grant special consideration to Nemaska Cree Enterprises and Nemaska Cree employees.

- 6.4.2 In furtherance of the objective of awarding contracts to Nemaska Cree Enterprises and Cree Enterprises at the Whabouchi Project as provided for in Subsection 6.1.1, NMX shall require its Contractors and subcontractors to grant contracts, as applicable, in accordance with the criteria for awarding contracts provided for in Subsection 6.4.1.

6.5 CREE ENTERPRISES LIST

- 6.5.1 The Cree Parties will be responsible for establishing and maintaining a list of Cree Enterprises including Nemaska Cree Enterprises (the “**Cree Enterprises List**”) that are interested in supplying goods or services to the Whabouchi Project. The Cree Enterprises List will also include a description of:

- (a) the goods and services offered;
- (b) the relevant expertise and experience;
- (c) the number of Crees employed;
- (d) the composition of ownership and management of the enterprise; and
- (e) the location of head office of the Cree Enterprise.

- 6.5.2 The Cree Parties shall provide NMX with the first Cree Enterprises List as soon as reasonably possible after the Effective Date.

- 6.5.3 The Cree Parties shall ensure that NMX and its potential Contractors are provided with or given access to the Cree Enterprises List, updated at least once a year by the Cree Parties, so that NMX may use up-to-date information in this regard.

- 6.5.4 NMX may require an enterprise prior to entering into a contract with NMX or already involved in supplying goods or services to NMX as a Contractor or subcontractor to provide information allowing NMX to verify whether such enterprise meets the criteria of a Cree Enterprise.
- 6.5.5 NMX may determine with the assistance of the Cree Parties, where required, whether an enterprise meets or continues to meet the criteria of a Cree Enterprise.

6.6 PLANNING FOR CONTRACTS TO BE AWARDED

Contracting Processes

- 6.6.1 NMX shall determine the relevant contract awarding process applicable for the supply of goods and services, as provided for in this Chapter.
- 6.6.2 NMX may award contracts through one of the following processes:
- (a) a competitive tendering process;
 - (b) priority negotiations with a qualified Nemaska Cree Enterprise;
 - (c) priority negotiations with a qualified Cree Enterprise; or
 - (d) direct negotiations with a qualified enterprise, whether a Cree Enterprise or not.
- 6.6.3 The decision to carry out the work or to supply the services required for the Whabouchi Project through its own means and at all times remains the prerogative and sole responsibility of NMX.

List of Needs for Construction Phase

- 6.6.4 With respect to the Construction Phase, within one hundred and twenty (120) days after the issuance of the Certificate of Authorization and on a yearly basis thereafter, NMX shall prepare and provide to the Whabouchi Implementation Committee a list of needs with respect to the supply of goods and services to be contracted out in the upcoming Financial Year. Such list will outline, to the extent that they are determined at that time, the nature of the goods or services to be supplied, the estimated duration of the related contracts and the planned commencement date, the nature of contract as defined in Subsection 6.7.4 and NMX's plan on the process to be followed among the contracting processes set out in Subsection 6.6.2 for awarding contracts for the Whabouchi Project.

List of Planned Contracts for the Operations Phase and the Closure Phase

- 6.6.5 With respect to the Operations Phase, at least sixty (60) days prior to the expected date of Commercial Production, and on a yearly basis thereafter, NMX shall prepare and provide to the Whabouchi Implementation Committee a list of planned contracts

for the next Financial Year. Such list will outline the nature of the goods or services to be supplied under each planned contract, the estimated duration of the contract and the planned commencement date, if known at that time, the nature of the planned contract as defined in Subsection 6.7.4 and NMX's plan on the process to be followed among the contracting processes set out in Subsection 6.6.2 for awarding contracts for the Whabouchi Project.

6.6.6 The following table illustrates the model list contemplated in Subsection 6.6.5:

ANNUAL LIST OF CONTRACTS

(For illustrative purposes)

Contract Planned for the next Financial Year	Nature of Goods or Services	Estimated Duration of Contract and Planned Commencement Date if known	Nature of Contract (Ref to 6.7.4)	NMX's Plan - Competitive tendering process - Priority negotiations with a qualified Cree Enterprise - Direct negotiations

6.6.7 NMX may make adjustments to the lists referred to in Subsections 6.6.4 and 6.6.5 when required during the current Financial Year. Such adjustments may include:

- (a) addition of unforeseen needs or contracts and corresponding information to the list;
- (b) deletion of needs or contracts and corresponding information from the list; and
- (c) modifications to the information contained in the list previously provided to the Whabouchi Implementation Committee.

6.6.8 NMX shall give notice of such adjustments to the Whabouchi Implementation Committee as soon as possible.

6.6.9 The Parties may bring matters related to the current relevant list referred to in Subsections 6.6.4 and 6.6.5 for discussion at meetings of the Whabouchi Implementation Committee.

6.6.10 NMX will bring to the attention of the Whabouchi Implementation Committee areas of activity, other than those currently planned and outlined in the lists referred to in Subsections 6.6.4 and 6.6.5, which NMX considers might be appropriate for Cree to establish new Cree Enterprises.

6.6.11 The Parties may agree in writing to modify any of the periods provided for in this Section 6.6.

6.7 COMPETITIVE TENDERING PROCESS

Invitational Competitive Tendering Process

6.7.1 All contracts for the supply of goods or services related to the Whabouchi Project during all its phases, awarded further to the priority negotiation process pursuant to Section 6.8 or direct negotiations pursuant to Section 6.9, will be tendered on the basis of NMX's invitational competitive tendering process, subject to Applicable Laws and Section 6.10.

Invitations to submit bids

6.7.2 In the context of its invitational competitive tendering process, NMX shall:

- (a) seek bids from qualified enterprises;
- (b) invite qualified Cree Enterprise(s), if any;
- (c) provide bidders with the list of Cree Enterprises; and
- (d) where appropriate, include a provision requiring bidders to identify the proposed Cree Content in their bids.

Evaluation Grid and Cree Content

6.7.3 NMX shall evaluate all qualifying bids and award contract on the basis of the criteria identified in Section 6.4, using an evaluation grid established by NMX in the course of its procurement management process.

6.7.4 NMX shall consider Cree Content in its evaluation of qualifying bids. NMX shall assess Cree Content of the bids in light of the nature of contract involved and in accordance with the relative weight attributed by NMX within the ranges set out in the following table:

RANGES OF WEIGHT FOR CREE CONTENT

(For illustration purposes)

Contract	Non-technical skills	Specified technical skills	Highly technical skills
Supply of goods	Up to 10%	Up to 10%	Up to 5%
Supply of services	Up to 15%	Up to 15%	Up to 10%

- 6.7.5 The contract will be awarded on the basis of the best overall competitiveness and performance qualification. Where one (1) or more Nemaska Cree Enterprises or Cree Enterprises are bidding in a tendering process, priority will be given to qualified Nemaska Cree Enterprises or Cree Enterprises, all other considerations being equal.

Completed Evaluation

- 6.7.6 Where one (1) or more Cree Enterprises participate in a tendering process, but are not awarded the contract, NMX shall communicate, after consultation with the Whabouchi Implementation Committee, with the unsuccessful Cree Enterprise bidder(s) and summarily explain the areas of weaknesses in the bid proposal(s), provided however that such Cree Enterprise will undertake to treat this information in a confidential manner.

6.8 PRIORITY NEGOTIATIONS WITH A QUALIFIED NEMASKA CREE ENTERPRISE OR CREE ENTERPRISE

- 6.8.1 With respect to the contracts for which NMX has identified a qualified Nemaska Cree Enterprise or Cree Enterprise to negotiate a contract with a priority over other potential suppliers, NMX and the Nemaska Cree Enterprise or Cree Enterprise will enter into negotiations to conclude a contract on commercially reasonable and competitive terms within a reasonable period of time not to exceed thirty (30) days or any longer period of time if required by NMX, considering the nature of the contract.
- 6.8.2 If NMX and the Nemaska Cree Enterprise or Cree Enterprise cannot reach agreement within the time period referred to in Subsection 6.8.1, the contract awarding process to be then followed by NMX will either be (i) a competitive tendering process and the qualified Nemaska Cree Enterprise or Cree Enterprise previously identified will be invited to submit a bid or (ii) direct negotiations with a qualified enterprise. In either

case, the same criteria applied in the negotiations with said qualified Nemaska Cree Enterprise or Cree Enterprise will be used.

- 6.8.3 If NMX elects to proceed through direct negotiations under Section 6.9, it shall not award the contract to a third party under more favourable conditions, considered as a whole, than those last offered by the said qualified Nemaska Cree Enterprise or Cree Enterprise during the priority negotiations for such contract.

6.9 DIRECT NEGOTIATIONS

- 6.9.1 For certain contracts for the supply of goods or services, NMX may identify a qualified enterprise, including a Cree Enterprise, for the supply of goods or services, and NMX will proceed through direct negotiations with such enterprise to conclude a contract on commercially reasonable terms.

6.10 URGENT CONTRACTS

- 6.10.1 Notwithstanding any other provisions of this Agreement, in case of an emergency, NMX may award a contract for the supply of goods or services in its sole and entire discretion as it deems necessary. If NMX is aware of a Cree Enterprise qualified for the supply of the goods or services required in such emergency, and if circumstances so allow, NMX will consider such Cree Enterprises for the contracts to be awarded on commercially reasonable and competitive terms.
- 6.10.2 For the purpose of Subsection 6.10.1, an emergency shall designate a situation where the public safety or security of persons at the Mine Site is at risk or a situation that jeopardizes the uninterrupted production of the mineral processing plant during the Operations Phase of the Whabouchi Project.

6.11 BUSINESS OPPORTUNITIES / NICHE FOR THE NEMASKA R20 FAMILY

- 6.11.1 NMX and Nemaska shall seek the cooperation of the Nemaska R20 Family in the identification and development of business opportunities for Nemaska Cree Enterprises and for members of the Nemaska R20 Family. NMX undertakes to identify and develop such business opportunities for Nemaska Cree Enterprises, including members of the Nemaska R20 Family, in cooperation with Nemaska.

6.12 REPORTING

- 6.12.1 NMX shall require each of its Contractors to provide a quarterly report on the Cree Content of the contracts awarded to them in accordance with NMX's policies. Such report will include the number of Crees offered work, the number of Crees actually employed by the Contractor and its subcontractors, a description of the training offered to the Crees, the number of Crees laid-off or dismissed, and the Cree Enterprises engaged as subcontractors.

6.12.2 At the regular meetings of the Whabouchi Implementation Committee, NMX shall share statistical and other relevant information on Cree Content with respect to contracts completed and on-going in the current Financial Year, based on the quarterly reports received from its Contractors.

6.12.3 NMX shall prepare an annual report providing a summary of all relevant data on contracts awarded to Cree Enterprises and on Cree Content with respect to all contracts awarded in the prior Financial Year. NMX shall provide such annual reports to the Whabouchi Implementation Committee.

6.13 NMX PREROGATIVE

6.13.1 The decision to outsource the supply of any goods or services and the carrying out of any work for the Whabouchi Project remains the prerogative and sole responsibility of NMX.

6.13.2 Decisions regarding all aspects of the awarding of all contracts for the supply of goods or services for the Whabouchi Project remain the prerogative and sole responsibility of NMX, subject to this Chapter, such aspects including:

- (a) the selection of the contract awarding process;
- (b) the qualifications of potential Contractors;
- (c) the contractual terms;
- (d) the assessment of bids, including Cree Content; and
- (e) the contents of all documents NMX uses in the contract awarding process, as the case may be.

6.14 NEMASKA/WHABOUCHI BUSINESS DEVELOPMENT FUND

6.14.1 Commencing with the Financial Year in which NMX has declared attainment of Commercial Production and until the final Financial Year of the Operations Phase, NMX shall pay to Nemaska for the “**Nemaska/Whabouchi Business Development Fund**” an amount equal to the amount secured by Nemaska from other funding sources or provided by Nemaska itself to such fund, in the Financial Year, up to a maximum of fifty thousand dollars (\$50,000) per Financial Year. Nemaska shall provide to NMX a written confirmation of the funding sources and of the committed amount.

6.14.2 Nemaska shall use the Nemaska/Whabouchi Business Development Fund for the purpose of supporting the development of Nemaska Cree Enterprises. The Whabouchi Implementation Committee shall make its recommendations to Nemaska

on the use of the Nemaska/Whabouchi Business Development Fund and Nemaska shall respond thereto.

- 6.14.3 Within one hundred and twenty (120) days of the end of each fiscal year of Nemaska, Nemaska shall provide audited financial statements to NMX as to the use of the Nemaska/Whabouchi Business Development Fund in the previous fiscal year of Nemaska.
- 6.14.4 NMX shall pay the amount referred to in Subsection 6.14.1 within sixty (60) days of receipt by NMX from Nemaska of the written confirmation of the funding sources, of the committed amount and the deposit of the funds in the Nemaska/Whabouchi Business Development Fund.

CHAPTER 7

SOCIAL AND CULTURAL MATTERS

7.1 PURPOSE

- 7.1.1 The purpose of this Chapter is to provide for cooperation measures between the Parties during all phases of the Whabouchi Project in a manner that respects and promotes Cree society and culture, particularly the harvesting activities occurring on the Nemaska R20 Territory, as provided for in this Chapter.

7.2 OBJECTIVES

- 7.2.1 The objectives of this Chapter are to provide for the following:
- (a) measures regarding the supervision of harvesting activities on the Claims Area by the tallyman of the Nemaska R20 Territory, in the context of the Whabouchi Project;
 - (b) measures at the Relais Routier Nemiscau allowing Cree Employees to remain connected with their culture;
 - (c) off-site measures allowing the community of Nemaska to remain informed about the activities of the Whabouchi Project and the cooperation of the Parties in the delivery of social programs established by Nemaska; and
 - (d) the protection of archaeological, burial and other culturally-significant sites found on the Claims Area in the context of NMX's activities.

7.3 NEMASKA R20 TERRITORY MEASURES

- 7.3.1 During all phases of the Whabouchi Project, NMX shall continue to respect the role of the tallyman of the Nemaska R20 Territory regarding the supervision of the harvesting activities on such territory, as provided for in the JBNQA.
- 7.3.2 NMX shall inform the tallyman of the Nemaska R20 Territory and shall seek input regarding NMX's operations that may affect the pursuit of harvesting activities in the Claims Area and, where feasible, shall take appropriate harmonization measures, subject to this Agreement.
- 7.3.3 The Cree Parties, through their representatives on the Whabouchi Implementation Committee or otherwise, may assist NMX, as required, in the implementation of the above-mentioned measures.

7.4 MEASURES AT THE RELAIS ROUTIER NEMISCAU

7.4.1 Before the Operations Phase, NMX shall take the following measures:

- (a) within the Cree Community of Nemaska:
 - (i) help maintain the Shaptuan, where traditional food can be stored and prepared by Cree Employees and for their personal use, for carrying out traditional and spiritual activities, as may be needed; and
 - (ii) organise, in cooperation with the Cree Parties, an annual Cree cultural day for the Mine Workforce, the date of which shall be determined by the Whabouchi Implementation Committee.
- (b) at the Relais Routier Nemiscau:
 - (i) provide a multi-purpose space, allowing for Cree Employees to participate in activities, in the context of programs, such as cultural, traditional health and wellness and social programs and support group meetings. Such programs or activities may be delivered by Cree organizations and other third parties, in accordance with NMX's visits policy; and
 - (ii) provide documentation on Crees and other Aboriginal groups, in the recreational area available to the Mine Workforce.

NMX shall maintain the above-mentioned measures during the Operations Phase.

7.5 OTHER MEASURES

7.5.1 Before the Operations Phase, the following off-site measures shall be taken:

- (a) NMX shall participate from time to time to bulletins for regional and local radio broadcasting to inform the Crees, and more particularly Nemaska Crees, about the activities of the Whabouchi Project;
- (b) NMX shall make its newsletter, if any, available to Nemaska in English and Cree, for distribution in the community;
- (c) Nemaska shall establish and deliver programs promoting healthy lifestyle activities and alcohol and substance abuse prevention and NMX shall cooperate with Nemaska in the delivery of such programs; and
- (d) Nemaska shall establish and deliver social programs designed to assist Cree Employees from the community of Nemaska and their families. NMX shall cooperate with Nemaska in the delivery of such programs.

The Parties shall maintain the above-mentioned measures during the Operations Phase and adapt such measures during the Closure Phase.

7.6 ARCHAEOLOGICAL, BURIAL AND OTHER CULTURALLY-SIGNIFICANT SITES

- 7.6.1 Should an archaeological or burial site be found by NMX or its Contractors on the Claims Area, NMX shall take appropriate measures, in accordance with Applicable Laws, and shall immediately give notice to the Whabouchi Committee and the Cree Parties.
- 7.6.2 In the case a burial site is found on the Claims Area, the Cree Parties shall consult the families of the deceased, if they can be identified, as to the location of a new burial site for the remains, should a new burial site be necessary as a result of NMX's activities. The Parties may agree to other arrangements for the burial site at the request of the families of the deceased.
- 7.6.3 NMX acknowledges having conducted, through a consultant, an archaeological survey in seven (7) zones surrounding the Mine Site, as set out in the ESIS, and having met on several occasions with the tallyman of the Nemaska R20 Territory to identify archaeological, burial and other culturally-significant sites prior to the Effective Date and having planned and designed the Whabouchi Project in order to minimize any of its impacts on such sites. Should remedial measures be required to protect or relocate such sites, the Whabouchi Implementation Committee shall seek the input of the Nemaska R20 Family, and shall determine the appropriate measures to be taken, if any.
- 7.6.4 Should another culturally-significant site, identified as such by the Nemaska R20 Family, be found by NMX or its Contractors on the Claims Area and should its protection or relocation be necessary as a result of NMX's activities, the Whabouchi Implementation Committee shall seek the input of the Nemaska R20 Family, and shall determine the appropriate measures to be taken.
- 7.6.5 Should any Cree artefacts be found on the Claims Area by NMX or its Contractors, NMX shall take appropriate measures in accordance with Applicable Laws, including measures to prevent any disturbance of such Cree artefacts, and shall immediately give notice to the Whabouchi Implementation Committee and the Cree Parties in order to allow the Cree Parties to take any required action, in accordance with Applicable Laws.

7.7 WHABOUCHI SOCIAL AND CULTURAL FUND

- 7.7.1 Commencing with the Financial Year in which NMX has declared attainment of Commercial Production and until the final Financial Year of the Operations Phase, NMX shall pay to Nemaska for the "**Whabouchi Social and Cultural Fund**" an amount of twenty-five thousand dollars (\$25,000) per Financial Year. If the first and/or last year of Commercial Production is less than a full Financial Year, NMX shall pay to

Nemaska an amount of twenty-five thousand dollars (\$25,000) multiplied by a fraction representing the number of months of Commercial Production in that year divided by twelve (12).

7.7.2 Nemaska shall use the Whabouchi Social and Cultural Fund for the following:

- (a) activities approved by Nemaska and designed for the sustainable economic and community development of Nemaska; or
- (b) activities approved by Nemaska and having the support of the tallyman of the Nemaska R20 Territory, provided that such activities meet one (1) of the following objectives:
 - (i) facilitating the continuance and enhancement of traditional activities by the Crees;
 - (ii) diversifying sources of livelihood for affected Cree users, such as guiding and outfitting services; or
 - (iii) carrying out any work deemed appropriate to adopting and implementing wildlife management, conservation and enhancement measures, not otherwise provided for in the remedial measures entailed in the Environmental and Social Impact Statement.

7.7.3 The Whabouchi Implementation Committee shall make its recommendations to Nemaska on the use of the Whabouchi Social and Cultural Fund and Nemaska shall respond thereto.

7.7.4 Within one hundred and twenty (120) days of the end of each fiscal year of Nemaska, Nemaska shall provide audited financial statements to NMX as to the use of the Whabouchi Social and Cultural Fund in the previous fiscal year of Nemaska.

7.7.5 NMX shall pay the amount referred to in Subsection 7.7.1 within ninety (90) days of the first day of each Financial Year, provided however that the first payment shall be made to Nemaska within ninety (90) days of the date of Commercial Production.

CHAPTER 8

ENVIRONMENTAL MATTERS

8.1 PURPOSE

- 8.1.1 The purpose of this Chapter is to provide for the cooperation of the Parties in the development and implementation of NMX's Environmental Management System and related environmental monitoring of the Whabouchi Project.

8.2 OBJECTIVES

- 8.2.1 The objectives of this Chapter are the following:
- (a) to learn and to benefit from the Parties' respective experience and knowledge of environmental matters related to and resulting from the Whabouchi Project;
 - (b) to provide opportunities for capacity-building of the Crees in environmental matters related to mining in the context of the Whabouchi Project;
 - (c) to develop an open and transparent dialogue, communication and transfer of information between the Parties on environmental matters related to and resulting from the Whabouchi Project;
 - (d) to allow NMX to develop and operate the Whabouchi Project in accordance with environmental management practices generally recognized and implemented by the mining industry in Canada; and
 - (e) to provide mechanisms for NMX to address, with the cooperation of the Cree Parties, environmental issues related to the Whabouchi Project, including those affecting Cree land users, and more specifically Nemaska, including the tallyman from the Nemaska R20 Territory, as such issues arise, and for NMX to develop and implement, with the cooperation of the Cree Parties, mitigation measures where appropriate.

8.3 ENVIRONMENT COMMITTEE

- 8.3.1 The Parties shall establish a committee for environmental matters (the "**Environment Committee**") to implement the provisions of this Chapter. The composition of the Environment Committee shall consist of four (4) members, with an equal number of members from NMX on one hand and the Cree Parties on the other hand, including at least one (1) representative of Nemaska. After the appointment of the members of the Whabouchi Implementation Committee in accordance with Subsection 10.2.1, the appointment of the members of the Environment Committee shall be carried out in accordance with Subsections 10.3.2 and 10.3.3 with the necessary adaptations.

- 8.3.2 The relevant provisions of Chapter 10 shall apply to the Environment Committee, and more particularly Subsections 10.8.1 and 10.8.3 to 10.8.5.

8.4 ENVIRONMENTAL MANAGEMENT

Environmental Management Practices

- 8.4.1 NMX is committed to implement environmental management practices generally recognized and implemented by the mining industry in Canada in all aspects of the Whabouchi Project, such aspects including progressive rehabilitation and restoration, management and disposal of waste and hazardous substances.

Environmental Management System

- 8.4.2 NMX shall develop and implement its Environmental Management System with the cooperation of the Cree Parties through the Environment Committee. NMX shall include in its Environmental Management System the environmental monitoring programs:
- (a) required under Applicable Laws, particularly the *Fisheries Act*, (R.S.C., c. F-14), the *Mining Act* and the *Environment Quality Act*, including the Certificate of Authorization;
 - (b) for the tailings ponds and above-ground waste rock management;
 - (c) for surface and ground water management; and
 - (d) for air quality; and
 - (e) for integration of Cree Knowledge.

In addition to the above, the Parties shall cooperate in the identification and use of relevant environmental indicators to provide for the implementation of monitoring of environmental aspects related to the Whabouchi Project.

Policies on Environmental Matters

- 8.4.3 To facilitate the implementation of this Chapter, NMX shall submit its policies regarding the matters related to this Chapter to the Environment Committee, in order for the latter to provide its comments and recommendations to NMX.

8.5 CREE PARTICIPATION IN MONITORING ACTIVITIES

- 8.5.1 In the context of the monitoring programs referred to in Subsection 8.4.2, during the conduct of monitoring activities, NMX, either directly or through its Contractors, shall encourage to the extent possible the participation of Crees, more specifically the

Cree members on the Environment Committee, Nemaska Crees, including members of the Nemaska R20 Family, as follows:

- (a) through the exchange of information, transfer of knowledge, including Cree Knowledge, and sharing of experience and expertise between NMX and the Crees with respect to environmental monitoring activities and the scheduling and location thereof; and
- (b) in the analysis and interpretation of results of environmental monitoring activities.

In addition, NMX may involve Cree Employees in the context of the monitoring programs referred to in Subsection 8.4.2.

- 8.5.2 NMX shall schedule its environmental monitoring activities in light of the known harvesting activities of Nemaska and shall seek the input of the tallyman of the Nemaska R20 Family and adapt such scheduling, where feasible, in light of the input provided.

8.6 REPORTING

Annual Reports Required Under Applicable Laws

- 8.6.1 NMX shall prepare annual reports on its environmental monitoring activities as required under Applicable Laws. NMX shall provide copy of such annual reports to the Environment Committee.

Annual Sustainable Development Report

- 8.6.2 The Environment Committee shall make recommendations to NMX regarding the latter's preparation of its annual sustainable development report and NMX shall present such report to the Environment Committee upon release.

Additional Requests

- 8.6.3 Following discussions at the Environment Committee, the latter may request a copy of reports on monitoring activities under Subsection 8.4.2 and NMX shall provide the Environment Committee with a copy of such reports.

Additional Documentation

- 8.6.4 At each regular meeting of the Environment Committee, NMX shall provide a list setting out:
- (a) all principal applications for approvals, permits and authorizations required for the Whabouchi Project pursuant to Applicable Laws;

- (b) certificates of authorization, approvals, permits, authorizations, reports or any modification thereto issued by or made to Authorities Having Jurisdiction pursuant to Applicable Laws.

8.6.5 NMX shall promptly notify, verbally or in writing, the Environment Committee of:

- (a) any notice of infraction or non-compliance or order with respect to environmental matters issued by Authorities Having Jurisdiction and received by NMX for the Whabouchi Project;
- (b) any environmental incident related to the Whabouchi Project required to be reported to Authorities Having Jurisdiction under Applicable Laws.

NMX shall include in its notice sufficient information to enable the Environment Committee to understand the nature and scope of the event.

8.6.6 At the request of NMX, the Cree Parties and the Cree members of the Environment Committee shall cooperate with NMX, to the extent possible, to communicate information to the Crees related to the matters set out in Subsection 8.6.5.

8.7 EMERGENCY RESPONSE PLAN

Cooperation of the Cree Parties

8.7.1 NMX shall develop an emergency response plan with the cooperation of the Cree Parties through the Environment Committee as required during all phases of the Whabouchi Project. NMX shall include in this plan:

- (a) emergency response procedures with respect to matters such as open-pit mining and air transport related emergencies, work-related injuries and diseases, forest fires and environmental incidents;
- (b) a list of first respondents and their respective roles and responsibilities;
- (c) a communication plan;
- (d) the Material Safety Data Sheets ("**MSDS**") and the Workplace Hazardous Materials Information System ("**WHMIS**") data as well as other relevant information on these matters;
- (e) a registry of relevant resources, including an emergency support protocol to be established between NMX and Nemaska for the provision of mutual assistance.

8.7.2 NMX shall provide a copy of the emergency response plan to the Cree Parties, including any amendments thereto.

8.8 EXCHANGE OF KNOWLEDGE

Cree Knowledge

- 8.8.1 The Cree Parties shall identify Cree individuals and Cree entities, including representatives from Nemaska, the Cree Trappers' Association, Cree elders, the tallyman of the Nemaska R20 Territory and members of the Nemaska R20 Family, to share Cree Knowledge through meetings with NMX and/or the Environment Committee. NMX shall consider such Cree Knowledge and experience and, where relevant and appropriate, include it in its Environmental Management System and environmental monitoring activities. Where NMX chooses not to consider such Cree Knowledge and experience, as deemed appropriate, NMX shall inform and explain such decision to the Cree representatives on the Whabouchi Implementation Committee.
- 8.8.2 At the meetings referred to in Subsection 8.8.1, the Cree individuals and representatives of such entities shall identify any portion of the Cree Knowledge which is to be treated as Confidential Information.

Capacity Building

- 8.8.3 NMX shall provide the Environment Committee with an annual budget up to a maximum of twenty-five thousand dollars (\$25,000.00) for training and capacity building of the members of the Environment Committee and the tallyman of the Nemaska R20 Territory. The Environment Committee shall be responsible for the management of this budget.
- 8.8.4 As may be recommended by the Environment Committee, NMX shall seek arrangements with third parties to provide opportunities to Cree members of the Environment Committee to visit other mine sites presenting an environment similar to that of the Whabouchi Project in order for them to gain further knowledge about mine rehabilitation and restoration activities. The expenses of such visits shall be paid from the annual budget provided for in Subsection 8.8.3.

8.9 PROGRESSIVE MINE REHABILITATION AND RESTORATION AND RELATED ACTIVITIES

Mine Rehabilitation and Restoration Plan

- 8.9.1 NMX shall develop the rehabilitation and restoration plan required under Applicable Laws with the cooperation of the Cree Parties through the Environment Committee, prior to filing said plan for authorization by the Authorities Having Jurisdiction.
- 8.9.2 When a revision of the rehabilitation and restoration plan is required by Applicable Laws or done on a voluntary basis, NMX shall develop the revised plan with the cooperation of the Cree Parties through the Environment Committee, prior to

submitting such revised plan to Authorities Having Jurisdiction. Comments from the Environment Committee shall be provided in a timely fashion.

8.9.3 NMX shall implement the rehabilitation and restoration plan with the cooperation of the Cree Parties through the Environment Committee.

8.9.4 As may be recommended by the Environment Committee, NMX shall seek the involvement of members of Nemaska and, as applicable, members of the Nemaska R20 Family who may be designated by the tallyman of the Nemaska R20 Territory in the rehabilitation and restoration activities at the Mine Site, and the Cree Parties shall assist NMX to achieve such involvement, in accordance with Applicable Laws.

Progressive Reuse of Mine Site

8.9.5 During the Operations Phase and particularly towards the end of such phase, NMX shall seek the input of Nemaska and, as applicable, the tallyman of the Nemaska R20 Territory including members of the Nemaska R20 Family who may be designated by the said tallyman, for NMX to establish measures, deemed appropriate and feasible by NMX, facilitating the progressive reuse by Crees of the Mine Site or any part thereof, during the Closure Phase and prior to the issuance of a certificate of release to NMX by Authorities Having Jurisdiction. Such measures shall only be implemented in NMX's sole and entire discretion and the decision to implement such measures shall not constitute a source of civil liability for NMX.

8.10 NMX PREROGATIVE

8.10.1 The Environmental Management System, NMX's policies related to environmental matters, the emergency response plan referred to in Section 8.7, the rehabilitation and restoration plan referred to in Section 8.9 and all applications for permits, certificates and other authorizations required for the Whabouchi Project pursuant to Applicable Laws remain the prerogative and sole responsibility of NMX and, subject to Section 12.14, are treated as Confidential Information.

CHAPTER 10

WHABOUCHI IMPLEMENTATION COMMITTEE

10.1 PURPOSE

- 10.1.1 The purpose of this Chapter is to provide a framework for the Parties to implement this Agreement efficiently and cooperatively in accordance with its terms, as provided for in this Chapter.

10.2 ESTABLISHMENT AND FUNCTIONS OF WHABOUCHI IMPLEMENTATION COMMITTEE

- 10.2.1 On the Effective Date, the Parties shall establish an implementation committee to be known as the “**Whabouchi Implementation Committee**” and shall appoint their respective members in accordance with Section 10.3 within three (3) months of the Effective Date.
- 10.2.2 The functions of the Whabouchi Implementation Committee shall be:
- (a) to oversee the implementation of this Agreement as provided for in this Agreement and in accordance with its terms and with the objectives set out in Chapter 2, in an efficient, profitable, solution-oriented, timely and cooperative manner, in order to assist the Parties in the performance of their respective obligations under this Agreement;
 - (b) to serve as the principal forum for communications between the Parties with respect to the Whabouchi Project and the implementation of this Agreement;
 - (c) to provide reports to the Parties on the implementation of this Agreement, as provided for in this Chapter; and
 - (d) to carry out the other functions vested in it by this Agreement and such other functions as may be conferred to it from time to time by written agreement of the Parties.
- 10.2.3 The Parties shall be jointly responsible for the implementation of this Agreement.
- 10.2.4 The Whabouchi Implementation Committee shall not be responsible for the implementation of Chapter 9 of this Agreement
- 10.2.5 The President and Chief Executive Officer and/or the Chief Operating Officer of NMX, the Grand Chief and Chairman of the GCC(EI)/CNG and/or the Executive Director of the GCC(EI)/CNG and the Chief of Nemaska, or any other senior officer they may designate, shall meet annually to review and discuss the carrying out by the Whabouchi Implementation Committee of its functions and, if necessary, jointly provide it with comments and guidelines for the implementation of this Agreement.

10.3 MEMBERSHIP

- 10.3.1 The Whabouchi Implementation Committee shall consist of six (6) members to be appointed as follows:
- (a) three (3) members shall be appointed by NMX, one (1) of whom shall be part of the Whabouchi Project site management and one (1) of whom shall be a member of NMX's corporate management;
 - (b) three (3) members shall be appointed by the Cree Parties, two (2) of whom shall be appointed by the Cree Nation of Nemaska and one (1) of whom shall be jointly appointed by the GCC(EI)/CNG.
- 10.3.2 Members appointed to the Whabouchi Implementation Committee shall hold their appointment at the pleasure of the Party which appointed them and they may be replaced at any time by such Party or upon recommendation of the Whabouchi Implementation Committee, at the appointing Party's sole discretion.
- 10.3.3 Prior to the replacement of a member of the Whabouchi Implementation Committee, the Parties may hold discussions regarding such replacement. A Party appointing a new member to the Whabouchi Implementation Committee shall promptly give notice to the other Parties of such appointment.
- 10.3.4 A member shall cease to be a member of the Whabouchi Implementation Committee when:
- (a) such individual is replaced by the Party which appointed him as a member, in accordance with Subsection 10.3.2;
 - (b) such individual dies;
 - (c) such individual resigns from the Whabouchi Implementation Committee, such resignation being effective at the time a notice of resignation is given to each of the other members of the Whabouchi Implementation Committee or at the time specified in the resignation, whichever is later; or
 - (d) such individual is removed from the Whabouchi Implementation Committee, pursuant to Subsection 10.3.7.
- 10.3.5 A member shall be removed from the Whabouchi Implementation Committee by the Party which appointed such member if the latter is found in violation of this Agreement, by joint determination of the Parties, including the Rules of Procedure set out in Subsection 10.11.1 or the Code of Ethics set out in Subsection 10.12.1. Should the Parties be unable to reach a joint determination on the removal of a member from the Whabouchi Implementation Committee, any Party shall be entitled to file a Notice of Dispute, pursuant to Subsection 11.5.1.

10.3.6 A member who accepts another position or new professional functions shall promptly give notice thereof to the Party which appointed him and this Party shall consider whether to maintain his membership or replace this individual on the Whabouchi Implementation Committee under the circumstances.

10.3.7 The relevant Party shall promptly within fifteen (15) days fill any vacancy on the Whabouchi Implementation Committee.

10.4 NOTICES TO THE WHABOUCHI IMPLEMENTATION COMMITTEE AND OTHER COMMITTEES

10.4.1 All notices required or authorized to be given under this Agreement to the Whabouchi Implementation Committee, the Environment Committee or any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall be given and delivered in accordance with Subsection 12.15.4, with the exception of all notices required or authorized to be given under Chapter 11 in respect of which Subsection 12.15.1 will apply.

10.4.2 Upon their respective appointments, the members of the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall provide to each other their respective contact information, including address, telephone and fax numbers and electronic mail address.

10.5 MEETINGS

10.5.1 The Whabouchi Implementation Committee shall meet at least once per quarter, except as otherwise provided in Subsection 10.5.2. In addition, the Whabouchi Implementation Committee may hold special meetings for the purpose of addressing and resolving significant issues and critical matters requiring prompt action. During the Closure Phase, the Whabouchi Implementation Committee may adjust the frequency of its meetings.

10.5.2 In the event of a Temporary Closure of the Whabouchi Project as provided for in Subsection 12.17.1, the Whabouchi Implementation Committee shall continue to meet formally at least once per year and shall be officially updated in writing by NMX on the status of the Temporary Closure on a quarterly basis and provided with the reasons for the continuation of such Temporary Closure.

10.6 QUORUM

10.6.1 Quorum for a meeting of the Whabouchi Implementation Committee consists of a minimum of four (4) members consisting of at least two (2) members appointed by NMX and at least one (1) member appointed by each of Nemaska and the GCC(EI)/CNG.

- 10.6.2 Notwithstanding Subsection 10.6.1, the GCC(EI)/CNG may waive their participation for quorum purposes, provided that the two (2) members appointed by Nemaska participate in such meeting.
- 10.6.3 If within one (1) hour from the time appointed for a meeting of the Whabouchi Implementation Committee, a quorum is not present, the meeting shall be adjourned on a date, time and place to be fixed by the member or members present before the adjournment, which shall be not less than fourteen (14) days following the date for which the meeting was called.
- 10.6.4 Notice of the adjourned meeting shall be given to all members of the Whabouchi Implementation Committee forthwith after the adjournment of the meeting. Notwithstanding Subsection 10.6.1, if at the adjourned meeting, a quorum is not present within one (1) hour from the time appointed, the member or members present at the meeting, shall be a quorum.

10.7 CONSENSUS APPROACH

- 10.7.1 The Whabouchi Implementation Committee shall operate by consensus. If consensus cannot be achieved on a matter requiring a decision, the Parties shall attempt to identify solutions to address such matter in an efficient, cost effective and cooperative manner. While the Parties attempt to identify such solutions, the normal operations of the Whabouchi Project shall continue.
- 10.7.2 For the purposes of Subsection 10.7.1, consensus is achieved by either unanimity or majority decision. In the case of a majority decision, the Whabouchi Implementation Committee shall abide by such decision, but shall allow a member to abstain from further participating in the decision or allow a member holding a differing view from that of the majority, to have such view duly noted in the minutes of the meeting.

10.8 COMMITTEES

- 10.8.1 In addition to the Environment Committee established pursuant to Subsection 8.3.1, the Whabouchi Implementation Committee may establish, and dissolve as appropriate, committees as may be required from time to time for specific purposes under this Agreement. The Whabouchi Implementation Committee may also dissolve, as appropriate, the Environment Committee. All committees shall be supervised by the Whabouchi Implementation Committee and the latter shall establish their mandate in writing, which may be amended from time to time by the Whabouchi Implementation Committee, provided that their mandate is consistent with this Agreement.
- 10.8.2 The composition of the committees established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall consist of an equal number of members appointed by NMX on the one hand and by the Cree Parties on the other hand. The appointment of the members to the committees established by the

Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall be effected in accordance with Subsections 10.3.2 and 10.3.3 with the necessary adaptations. It is intended that members of the Whabouchi Implementation Committee will not be members of the Environment Committee or committees established pursuant to Subsection 10.8.1, unless the Parties agree otherwise from time to time.

10.8.3 The Environment Committee and committees established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall operate by consensus as provided for in Subsections 10.7.1 and 10.7.2.

10.8.4 The Whabouchi Implementation Committee may provide to the Environment Committee and any committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, any documentation it deems necessary for the accomplishment of their respective mandates, including a copy of this Agreement or any portion thereof. For greater certainty, the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee shall not be provided with a copy of Chapter 9, including Schedule 9.4.3, Schedule 9.4.10 and Schedule 9.5.3 and corresponding portions of the table of contents of this Agreement.

10.8.5 The Environment Committee and committees established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, shall provide their recommendations to the Whabouchi Implementation Committee and to any Party, as provided in this Agreement or their respective mandates referred to in Subsection 10.8.1.

10.9 EXPENSES

10.9.1 NMX shall assume and pay the expenses for reasonable transportation (economy rates) and hotel accommodation and meals of Committee members on attending regularly scheduled meetings of the Whabouchi Implementation Committee, the Environment Committee and any sub-committee established pursuant to Subsection 10.8.1. Any and all such expenses shall be expenses pre-approved in writing by NMX. All other expenses incurred by the members of the Whabouchi Implementation Committee, the Environment Committee and any committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall be assumed and paid by the Party which appointed such members.

10.10 CAPACITY BUILDING

10.10.1 NMX shall provide the Whabouchi Implementation Committee with an annual budget up to a maximum of fifteen thousand dollars (\$15,000.00) for training and capacity building of its members and those of any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1. The

Whabouchi Implementation Committee shall be responsible for the management of this budget.

- 10.10.2 The provisions pertaining to the training and capacity building of the members of the Environment Committee, including the annual budget, are set out in Subsections 8.8.3 and 8.8.4.

10.11 RULES OF PROCEDURE

- 10.11.1 The Rules of Procedure of the Whabouchi Implementation Committee are appended hereto as Schedule 10.11.1 (the “**Rules**”). The Whabouchi Implementation Committee may, from time to time, provide for additional rules for its proper functioning, and amend in writing the Rules for this purpose, provided however these additional rules are not incompatible with any provision of the Rules of Procedure or of this Agreement.

- 10.11.2 The Whabouchi Implementation Committee may provide the Environment Committee and committees established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, with rules of procedure for the proper functioning of such committees, provided however that these rules of procedure are not incompatible with any provision of the Rules of Procedure or of this Agreement.

10.12 CODE OF ETHICS

- 10.12.1 The members of the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, shall attest that their membership in such committee does not place them in a conflict of interest and that they agree to abide by the Code of Ethics appended hereto as Schedule 10.12.1 by signing a copy thereof.
- 10.12.2 The members of the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, shall receive training with respect to the Code of Ethics, as part of the training provided for in Subsections 10.10.1 and 8.8.3.

10.13 CONFIDENTIAL INFORMATION

- 10.13.1 Unless otherwise agreed by the Whabouchi Implementation Committee, the discussions at meetings, minutes and reports of the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, and any information provided or received by a member in the context of his functions on a committee shall be deemed Confidential Information and shall be treated accordingly.

10.14 REPORTING AND PLANNING

- 10.14.1 On an annual basis, the Whabouchi Implementation Committee shall provide a report to the Parties, outlining its activities, the activities of the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, the implementation of this Agreement and on such other matters as may be requested by the Parties.
- 10.14.2 On an annual basis, NMX shall present to the Whabouchi Implementation Committee an overview of activities carried out during the previous Financial Year and planned activities for the current or upcoming Financial Year for the Whabouchi Project. In the context of such presentation, NMX may provide the Whabouchi Implementation Committee with any report it deems necessary for the purpose of the implementation of this Agreement.
- 10.14.3 As may be required from time to time, the Cree Parties shall provide the Whabouchi Implementation Committee with any information on Cree matters which may be relevant for the Whabouchi Project and the implementation of this Agreement.

10.15 COMMUNICATIONS

- 10.15.1 The Parties shall cooperate in providing appropriate and regular information to the Crees on the Whabouchi Project and the implementation of this Agreement.
- 10.15.2 The Parties shall provide information on the measures and actions taken to fulfil their respective obligations of cooperation set out in this Agreement to their respective members of the Whabouchi Implementation Committee, the Environment Committee and the relevant committees established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1.
- 10.15.3 The Whabouchi Implementation Committee shall develop a communication plan, including an action plan, to assist the Parties for the purpose of Subsection 10.15.1. Such action plan may include various means of communications, such as newsletters, community meetings and radio interviews and bulletins and the Parties shall involve Cree individuals, including Cree elders, in the implementation of the action plan.
- 10.15.4 The Whabouchi Implementation Committee shall include in the communication plan referred to in Subsection 10.15.3 communications on the matters addressed by and functions assigned to the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1.

CHAPTER 11

DISPUTE RESOLUTION

11.1 PURPOSE

- 11.1.1 The purpose of this Chapter is to provide mechanisms and to set forth dispute resolution procedures to address and settle any Dispute, in an amicable, cost-effective, efficient and cooperative manner.

11.2 COMMITMENTS

- 11.2.1 The Parties' commitments regarding this Chapter are the following:
- (a) the Parties shall make exceptional use of this Chapter;
 - (b) to be consistent with the cooperative nature of this Agreement, the Parties shall attempt to resolve any disagreement related to or arising out of this Agreement without resorting to this Chapter; and
 - (c) the Parties shall attempt to settle any Dispute in a non-adversarial, cost-efficient and informal manner.

11.3 DEFINITION

- 11.3.1 For the purpose of this Chapter, "**Dispute**" means any disagreement between NMX and one or more of the Cree Parties related to or arising out of this Agreement, in respect of which disagreement a notice of Dispute has been given in accordance with Subsection 11.5.1, but excludes:
- (a) a disagreement related to or arising out of Chapter 9 hereof;
 - (b) a disagreement related to or arising out of Subsection 3.3.7;
 - (c) a disagreement related to the unauthorized disclosure of Confidential Information;
 - (d) a disagreement which results in the interruption of the normal operations of the Whabouchi Project; and
 - (e) a disagreement related to the Parties' respective right to terminate this Agreement in accordance with Section 12.20 and any notice to that effect given by a Party.
- 11.3.2 The Parties shall address any disagreement related to or arising out of Chapter 9 hereof in accordance with the dispute resolution process set out in Chapter 9.

11.4 DISCLOSURE AND CONFIDENTIALITY

- 11.4.1 The Parties agree to disclose, without prejudice and on a timely basis, all relevant facts, information and documents (excluding privileged information) which may facilitate the settlement of any Dispute as provided for in this Chapter.
- 11.4.2 Unless otherwise agreed to by the Parties, all proceedings and discussions in view of settling a Dispute, including arbitration, shall be held *in camera* and without limiting the generality of the foregoing, all information that is disclosed, including all statements made and all documents submitted as part of the dispute resolution process, all pleadings and all evidence, shall be confidential and shall be deemed to be Confidential Information, unless their disclosure is required by Applicable Laws or in connection with an application for homologation or cancellation of an arbitral decision.

11.5 DISPUTE RESOLUTION BY THE WHABOUCHI IMPLEMENTATION COMMITTEE

Notice of Dispute

- 11.5.1 The Party seeking to have a Dispute addressed and settled under this Chapter, shall give a notice of the Dispute (the “**Notice of Dispute**”) to the other Parties and shall concurrently send a copy thereof to the Whabouchi Implementation Committee for settlement pursuant to Subsection 11.5.6.
- 11.5.2 If the Notice of Dispute is given by a Cree Party, the latter shall indicate in the Notice of Dispute whether the Cree Parties deem that such Dispute is excluded from arbitration under Subsection 11.11.2.
- 11.5.3 If the Notice of Dispute is given by NMX, the Cree Parties shall, within ten (10) days of its delivery, give notice to NMX to advise whether they deem that such Dispute is excluded from arbitration under Subsection 11.11.2. If the Cree Parties deem that the Dispute is excluded from arbitration under Subsection 11.11.2, they shall concurrently send a copy of the above-mentioned notice to the President of NMX, the Executive Director of the GCC(EI)/CNG and the Chief of Nemaska (hereinafter collectively the “**Officers**”).
- 11.5.4 In the event that the Cree Parties deem that a Dispute is excluded from arbitration under Subsection 11.11.2, the Officers shall make all efforts required to settle the Dispute amicably or redefine it such that it not be excluded from arbitration in accordance with Subsection 11.11.2, the whole within ten (10) days from the delivery of either:
- (a) the Notice of Dispute of any of the Cree Parties which indicates that such Dispute is deemed to be excluded from arbitration under Subsection 11.11.2; or
 - (b) the notice from the Cree Parties under Subsection 11.5.3.

- 11.5.5 Within the period referred to in Subsection 11.5.4, the Officers shall give notice to the Whabouchi Implementation Committee (the “**Officers’ Notice**”) of either:
- (a) the settlement of the Dispute, in which case the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms;
 - (b) the redefinition of the Dispute, in which case the Whabouchi Implementation Committee shall address the redefined Dispute in accordance with Subsection 11.5.6 and Sections 11.6, 11.7 and 11.8 shall apply, if necessary; or
 - (c) the decision to process the Dispute without redefinition, in which case the Whabouchi Implementation Committee shall address the Dispute in accordance with Subsection 11.5.6, and Sections 11.6 and 11.7 shall apply, if necessary, and the Dispute shall be excluded from arbitration, in accordance with Subsection 11.11.2.

Cooperative and Open Discussions

- 11.5.6 The Whabouchi Implementation Committee shall make all efforts required to settle the Dispute amicably through cooperative and open discussions, within a period of forty-five (45) days from either:
- (a) the date of delivery of a copy of the Notice of Dispute in accordance with Subsection 11.5.2 or at the expiry of the period of ten (10) days provided for in Subsection 11.5.3, where such Dispute is not deemed to be excluded from arbitration in accordance with Subsection 11.11.2; or
 - (b) the date of delivery of the Officers’ Notice in accordance with Subsection 11.5.5.

Settlement Agreement

- 11.5.7 If the Whabouchi Implementation Committee settles the Dispute, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Settle Dispute

- 11.5.8 In the event the Whabouchi Implementation Committee does not settle the Dispute within the period referred to in Subsection 11.5.6, the chairperson of the Whabouchi Implementation Committee shall, within fifteen (15) days from the expiry of such period, give notice of such failure to the Parties for settlement of the Dispute under Subsection 11.6.1.

11.6 DISPUTE RESOLUTION BY OFFICERS

Efforts by Officers

- 11.6.1 The Officers shall make all efforts required to settle the Dispute amicably and, under the terms and conditions they deem appropriate, they may jointly nominate a neutral third party to make determinations of fact and to make recommendations to assist them in settling the Dispute.

Settlement Agreement

- 11.6.2 If the Officers settle the Dispute, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Settle Dispute and Notice of Mediation

- 11.6.3 In the event the Officers do not settle the Dispute within a period of forty-five (45) days from the date of delivery of the notice referred to in Subsection 11.5.8, they shall jointly and promptly refer the Dispute to mediation by giving a notice of mediation (the “**Notice of Mediation**”) to the Parties, which shall indicate the nature of the Dispute.

11.7 MEDIATION

Terms and Conditions

- 11.7.1 A mediation shall be conducted in accordance with the following terms and conditions:
- (a) it shall be conducted by an independent and impartial mediator jointly and promptly appointed by the Parties to settle the Dispute for a period of ninety (90) days from the date of the appointment of the mediator;
 - (b) failing the joint appointment of a mediator by the Parties within a period of twenty (20) days from the date on which the Notice of Mediation was delivered in accordance with Subsection 11.6.3, such mediator shall be appointed by a judge of the Superior Court of Québec on the motion of one of such Parties;
 - (c) the mediator shall not act, nor shall have previously acted on behalf of a Party, including as an expert, a representative or an advisor, in any mediation, arbitration, legal or similar proceedings. The mediator shall not give testimony in any mediation, arbitration, legal or similar proceedings concerning any aspect of the mediation proceedings;

- (d) the Parties shall not, under any circumstances or in any manner, produce as evidence or otherwise in any other mediation, or in any arbitration, legal or similar proceedings:
- (i) any documents which are submitted to the mediator by a Party during the mediation proceedings, unless such documents were otherwise exchanged between the Parties in accordance with this Agreement or they can be independently and lawfully obtained by the Party seeking to produce them in the mediation, arbitration, legal or similar proceedings;
 - (ii) any views, proposals, suggestions, statements or communications put forward by a Party during the mediation proceedings with regard to the possible settlement of the Dispute;
 - (iii) any admissions made by another Party during the mediation proceedings;
 - (iv) any documents, statements or communications submitted by the mediator in the mediation proceedings and any views, proposals or suggestions put forward by the mediator in the mediation proceedings;
 - (v) the fact that a Party had indicated during the mediation proceedings that it was ready to accept a proposal for a settlement; or
 - (vi) any other information related to the conduct or the termination of the mediation proceedings;
- (e) the Parties may agree to require the issuance of a report or recommendations by the mediator at the conclusion of the mediation proceedings.

Settlement Agreement

- 11.7.2 If the Dispute is settled through mediation, the settlement agreement shall be recorded in writing and shall be promptly implemented by the Parties in accordance with its terms.

Failure to Appoint Mediator or to Settle Dispute and Notice of Arbitration

- 11.7.3 In the event the Parties fail to appoint jointly a mediator within the period referred to in Paragraph 11.7.1(b) or fail to settle the Dispute through mediation within the period referred to in Paragraph 11.7.1(a) and subject to Paragraph 11.5.5(c) as the case may be, a Party may give a notice of arbitration (the “**Notice of Arbitration**”) to the other Parties within a period of thirty (30) days from the date of the expiry of the period set out in either Paragraph 11.7.1(a) or Paragraph 11.7.1(b), as the case may be.

- 11.7.4 The Notice of Arbitration shall indicate the nature of the Dispute and the measures required to remedy such Dispute.

Absence of Notice of Arbitration

- 11.7.5 If a Notice of Arbitration is not given within the period set out in Subsection 11.7.3, the Dispute shall be deemed to be terminated and shall not be the subject of any further dispute resolution process under this Chapter or legal proceedings.

Cree Party Not Involved

- 11.7.6 In the case of a Dispute between NMX and one Cree Party and notwithstanding the prior participation of all Cree Parties in attempting to settle a Dispute, the Cree Party not involved in the Dispute may, at its sole discretion, decide whether to participate or not in the arbitration, by giving notice to the other Parties within ten (10) days from the date on which the Notice of Arbitration referred to in Subsection 11.7.3 is given. In the event such Cree Party decides to participate in the arbitration, it shall not seek remedies other than those sought by the other Parties.

11.8 ARBITRATION

Arbitrator or Arbitration Panel

- 11.8.1 Unless the Parties to the arbitration agree that a Dispute should be referred to an arbitration panel of three (3) arbitrators due to the nature of the Dispute, arbitration shall be conducted by one (1) independent and impartial arbitrator jointly and promptly appointed by such Parties in accordance with Subsection 11.8.5.
- 11.8.2 If the Parties to the arbitration agree that a Dispute should be referred to an arbitration panel of three (3) arbitrators, the arbitrators shall be appointed in accordance with Subsections 11.8.6 and 11.8.7.
- 11.8.3 For the purpose of appointments of arbitrators under Subsections 11.8.5 to 11.8.7, the arbitrator(s) shall not act, nor shall have previously acted on behalf of a Party, including as an expert, a representative or an advisor, in any mediation, arbitration, legal or similar proceedings. The arbitrator(s) shall not give testimony in any mediation, arbitration, legal or similar proceedings concerning any aspect of the arbitration proceedings.

Applicable Rules

- 11.8.4 The arbitration shall be conducted in accordance with the rules contained in the *Code of Civil Procedure of Québec* in force at the date on which the Notice of Arbitration is given.

Appointment of Arbitrator or Arbitration Panel

- 11.8.5 In the context of Subsection 11.8.1 and within a period of thirty (30) days from the date on which the Notice of Arbitration is given in accordance with Subsection 11.7.3, the Parties to the arbitration shall jointly appoint an arbitrator. Failing the joint appointment of an arbitrator by such Parties, one of them may file a motion for the appointment of the arbitrator by a judge of the Superior Court of Québec.
- 11.8.6 In the context of Subsection 11.8.2 and within a period of thirty (30) days from the date on which the Notice of Arbitration is given in accordance with Subsection 11.7.3, the Cree Party or Cree Parties to the arbitration shall jointly appoint one (1) arbitrator, NMX shall appoint one (1) arbitrator and the two (2) appointed arbitrators shall jointly appoint, within thirty (30) days of the last appointment, a third arbitrator who shall act as the president of the arbitration panel.
- 11.8.7 Failing the appointment of one (1) arbitrator by each of NMX and the Cree Parties to the arbitration for the arbitration panel within a period of thirty (30) days from the date on which the Notice of Arbitration is given in accordance with Subsection 11.7.3, such arbitrator shall be appointed by a judge of the Superior Court of Québec on the motion of one of such Parties. Failing the appointment of the third arbitrator within thirty (30) days of the last appointment of one (1) arbitrator by each of NMX and the Cree Parties to the arbitration or by a judge, one of the Parties to the arbitration may file a motion for the appointment of such arbitrator by a judge of the Superior Court of Québec.
- 11.8.8 If no motion for the appointment of an arbitrator is filed within thirty (30) days from the date on which such motion may be filed pursuant to Subsection 11.8.5 or 11.8.7 and, as a result thereof, no arbitration can proceed, the Dispute shall be deemed to be terminated and shall not be the subject of any further dispute resolution process under this Chapter or legal proceedings.

Other Existing Disputes

- 11.8.9 A Party to the arbitration may give notice to the arbitrator or arbitrators, as the case may be, of other existing Disputes between the Parties to the arbitration. Such Parties may agree to submit any or all existing Disputes to arbitration for resolution by the arbitrator or arbitrators, as the case may be, even if a Notice of Arbitration has yet to be given for such other existing Disputes.

Language and Location

- 11.8.10 The arbitration may be conducted in either English or French and translation of documents and interpretation will be provided as required.
- 11.8.11 The arbitration will be conducted in Québec City or in any other location as may be agreed upon by the Parties to the arbitration.

Final and Binding Decision

- 11.8.12 The arbitrator or arbitrators, as the case may be, appointed pursuant to Section 11.8 and to whom a Dispute has been referred, shall render a final and binding decision between the Parties to the arbitration within six (6) months after the date of his or their appointment. The arbitrator or arbitrators shall include in the decision the measures to be taken, if any, by any of the Parties to the arbitration, and the period for such measures to be taken.
- 11.8.13 Before submitting the final and binding written decision, the arbitrator or arbitrators may choose to submit a draft decision to the Parties such that they may comment exclusively on factual or clerical errors within a reasonable delay as determined by the arbitrator or arbitrators.
- 11.8.14 In rendering a decision, the arbitrator or arbitration panel shall not have the power to amend this Agreement in any manner.

11.9 EXPENSES

- 11.9.1 Except as otherwise provided for in this Agreement, each Party shall assume and pay its own costs, fees (including legal and expert fees) and expenses relating to the dispute resolution process provided in this Chapter.
- 11.9.2 The Parties shall approve in advance any and all other costs, fees and expenses related to the mediation, including the costs, fees and expenses of the mediator. Such costs, fees and expenses will be paid by the Parties in equal shares.
- 11.9.3 The Parties to the arbitration shall approve in advance any and all other costs, fees and expenses related to the arbitration, including the costs, fees and expenses of the arbitrator or arbitrators, as the case may be, costs for stenography, transcripts, photocopies, translation of documents and interpretation and other related costs. Such costs, fees and expenses will be paid by the Parties to the arbitration, in equal shares, unless otherwise determined by the arbitrator or arbitrators, as the case may be.

11.10 OFFER OF SETTLEMENT OR WITHDRAWAL OF NOTICE OF DISPUTE

- 11.10.1 Nothing in this Chapter prohibits a Party from making, on a without prejudice basis, an offer of settlement relating to a Dispute at any time after a Notice of Dispute is given under Subsection 11.5.1.
- 11.10.2 Nothing in this Chapter prohibits a Party having given a Notice of Dispute from withdrawing such notice at any time prior to the resolution of such Dispute.

11.11 MISCELLANEOUS

Exclusive Process

- 11.11.1 The dispute resolution process specified in this Chapter shall be the sole and exclusive process for the resolution of disagreements and Disputes between the Parties, except for disagreements excluded under Section 11.3 hereof for which legal proceedings may be instituted.
- 11.11.2 Any Dispute which requires the interpretation or application of Aboriginal rights or JBNQA treaty rights of the Crees, including the application or interpretation of the JBNQA, the *Agreement Concerning a New Relationship between le Gouvernement du Québec and the Crees of Québec*, also known as the “Paix des Braves”, signed on February 7, 2002, as amended from time to time, the *Agreement Concerning a New Relationship Between the Government of Canada and the Cree of Eeyou Istchee* signed on February 21, 2008, as amended from time to time, the *Agreement on Governance in the Eeyou Istchee James Bay Territory Between the Crees of Eeyou Istchee and the Gouvernement du Québec* signed on July 24, 2012, as amended from time to time, and any legislation adopted pursuant thereto, is subject to the dispute resolution process pursuant to Sections 11.5 to 11.7 but is excluded from arbitration pursuant to Section 11.8. If such Dispute is not settled through the process set out in Sections 11.5 to 11.7, any Party may seek any remedy it deems necessary before a court of competent jurisdiction.

Amendments of Delays

- 11.11.3 The Parties may agree in writing to modify any of the periods provided for in this Chapter with the exception of the period of thirty (30) days set out in Subsection 11.7.3.

Notices for Dispute Resolution

- 11.11.4 Notwithstanding any other provision of this Agreement, all notices required or authorized to be given under this Chapter shall be given in accordance with Subsection 12.15.1.

Continued Performance

- 11.11.5 The Parties shall continue to perform their respective obligations under this Agreement pending final resolution of the Dispute, unless:
- (a) the Parties agree that to do so would be impossible or impracticable under the circumstances;
 - (b) the Parties agree that to maintain the conditions existing before the Dispute would be undesirable; or

- (c) an interim order to a different effect has been made by the arbitrator or arbitrators, as the case may be.

EXECUTION COPY (REDACTED FOR SEDAR)

CHAPTER 12 GENERAL MATTERS

12.1 GENERAL REPRESENTATIONS AND WARRANTIES

Legal Capacity

- 12.1.1 Each Party represents and warrants to the other Parties that it has the power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder and that it has taken all necessary actions to authorize its execution, delivery and the performance of such obligations.

Representations by NMX

- 12.1.2 As of the Effective Date, NMX represents and warrants that:
- (a) it is a corporation duly incorporated and validly existing under the laws of Canada;
 - (b) it is not a party to, bound by, or subject to any agreement, indenture, mortgage, lease, instrument, order, judgment, decree, or any provision of its articles or by-laws, which would be violated, contravened or infringed by the execution and delivery of this Agreement or the performance of its obligations under this Agreement; and
 - (c) except as disclosed in writing to the Cree Parties on or prior to the date of this Agreement, there is no action, litigation or other legal proceedings in progress or pending against NMX with respect to the Whabouchi Project.

Representations by the Cree Parties

- 12.1.3 The GCC(EI) is a corporation duly incorporated and validly existing under the laws of Canada and the CNG is a legal person duly established in the public interest and validly existing under the laws of Québec.
- 12.1.4 The GCC(EI)/CNG hereby represent and warrant to NMX that, as with regard to all matters covered under this Agreement, they act on behalf, and represent all of the Crees and all of the Cree Bands.
- 12.1.5 Nemaska is a corporation duly constituted and validly existing under the laws of Canada.
- 12.1.6 Nemaska hereby represents and warrants to NMX that, as with regard to all matters covered under this Agreement, it acts on behalf, and represents all of the members of the Cree Nation of Nemaska.

- 12.1.7 Notwithstanding any other provisions of this Agreement, all representations and warranties contained herein shall survive the termination of this Agreement and shall continue in full force and effect indefinitely.

Approval process by Parties

- 12.1.8 NMX approved this Agreement by a resolution passed at a duly convened meeting of its Board of Directors, a copy of the resolution being attached hereto as Schedule 12.1.8, which resolution is in full force and effect, without amendment, on the date of this Agreement.
- 12.1.9 The Cree Parties represent and warrant that the process followed by them secured the approval of this Agreement by the Crees without condition or qualification.
- 12.1.10 Nemaska approved this Agreement by a resolution passed at a duly convened meeting of council members, a copy of the resolution being attached hereto as Schedule 12.1.10, which resolution is in full force and effect, without amendment, on the date of this Agreement.
- 12.1.11 The GCC(EI)/CNG approved this Agreement by a resolution passed at a duly convened meeting of all council/board members, a copy of the resolution being attached hereto as Schedule 12.1.11, which resolution is in full force and effect, without amendment, on the date of this Agreement.

12.2 NON-DEROGATION

- 12.2.1 The Parties acknowledge that the object of this Agreement is not to affect, restrict, prejudice, waive or otherwise address, in any manner, Aboriginal rights and JBNQA treaty rights of the Crees, except as provided in Subsection 12.2.2. No such rights of the Cree Parties are waived or renounced upon by virtue of this Agreement.
- 12.2.2 The Parties acknowledge that the exercise of certain JBNQA treaty rights by the Crees is suspended in the Safety Zones and at the Mine Site, as provided for in this Agreement.

12.3 APPLICATION OF JBNQA

- 12.3.1 The Parties acknowledge that:
- (a) the Whabouchi Project is subject to the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA; and
 - (b) the environmental and social impact assessment and review procedure provided for in Section 22 of the JBNQA pertaining to the Whabouchi Project was initiated prior to the Effective Date.

12.4 CONSENT OF THE CREE PARTIES

- 12.4.1 The Cree Parties consent to the Whabouchi Project in accordance with the terms of this Agreement.

12.5 APPLICABLE LAWS AND AUTHORIZATIONS

- 12.5.1 This Agreement shall be implemented in accordance with Applicable Laws and permits, certificates, mining claims, mining leases and other authorizations relating to the Whabouchi Project issued in conformity with Applicable Laws.

12.6 ASSIGNMENT AND CHANGE OF CONTROL

- 12.6.1 This Agreement and any and all of the rights, prerogatives, obligations, covenants, benefits, roles, duties and responsibilities contained herein (collectively, “**Rights and Obligations**”) may not be assigned by any of the Cree Parties, in any circumstances. NMX shall have the right and may assign this Agreement and any and all of its Rights and Obligations contained herein, without the prior consent, authorization or approval of the Cree Parties, to any Person, provided that such Person undertakes and agrees in writing to be bound by all of its applicable provisions and to assume any and all of NMX’s Rights and Obligations under this Agreement.
- 12.6.2 Moreover, NMX shall not be entitled to assign, sell or dispose of all or substantially all of the assets of the Whabouchi Project unless the purchaser of such assets undertakes and agrees to be bound by this Agreement, assumes all of NMX’s Rights and Obligations hereunder and complies with all of the terms and conditions of this Agreement in writing.
- 12.6.3 Notwithstanding Subsections 12.6.1 and 12.6.2, should NMX assign, sell or dispose, except to an Affiliate, of all or substantially all of the assets of the Whabouchi Project in accordance with Subsection 12.6.2, NMX shall, within thirty (30) days of closing of such assignment, sale or disposal, pay to the Cree Parties any payments outstanding, including the balance of the Fixed Amount or Revised Fixed Amount, as the case may be, the interest accrued on the balance of the Fixed Amount or Revised Fixed Amount and any Cree Participation Payment owed to the Cree Parties at the date of such assignment, sale or disposal.
- 12.6.4 Notwithstanding Subsections 12.6.1 and 12.6.2, should NMX be sold or if a third party, including an Affiliate, acquires a controlling interest in NMX, the latter shall, within thirty (30) days of closing of such sale or acquisition, pay to the Cree Parties any payments outstanding, including the balance of the Fixed Amount or Revised Fixed Amount, as the case may be, the interest accrued on the balance of the Fixed Amount or Revised Fixed Amount and any Cree Participation Payment owed to the Cree Parties at the date of such sale or acquisition.

12.7 LEGAL CHALLENGES AND INDEMNIFICATION

- 12.7.1 The Parties shall not challenge, legally or otherwise, the validity or the enforceability of this Agreement or any of the provisions thereof, nor shall they advise, induce, encourage or otherwise support in any manner, any Person seeking to challenge such validity or enforceability. In addition, the Cree Parties shall not pursue any Adverse Action, nor shall they advise, induce, encourage or otherwise support in any manner, any Person seeking to pursue any such Adverse Action.
- 12.7.2 In the event of a Claim made or Adverse Action taken by a Third Party against any of the Parties, or against a Person other than the Parties which may reasonably result in an Adverse Action, each of such Parties against which the Claim is asserted or Adverse Action taken shall give to the other Parties notice of such Claim or Adverse Action. Each of such Parties against which the Claim is asserted or Adverse Action taken shall, as the case may be, vigorously defend the validity and enforceability of this Agreement or take such measures to prevent or have such Adverse Action stopped or terminated by any and all legal means available to it, including seeking injunctive relief. The other Party or Parties shall fully cooperate, at their own cost, with each of such Parties against which the Claim is asserted or Adverse Action taken.
- 12.7.3 In the event of a Claim made or Adverse Action taken by a Cree Beneficiary, a Cree Band other than Nemaska, or a Cree Enterprise or Cree Entity subject to Cree Party Control, directly or indirectly, against any of the Parties, each of such Parties against which the Claim is asserted or Adverse Action taken, as the case may be, shall give to the other Parties notice of such Claim or Adverse Action. Each of such Parties against which the Claim is asserted or Adverse Action taken shall, as the case may be, vigorously defend the validity and enforceability of this Agreement or take such measures to prevent or have such Adverse Action stopped or terminated by any and all legal means available to it, including seeking injunctive relief. The other Party or Parties shall fully cooperate, at their own cost, with each of such Parties against which the Claim is asserted or Adverse Action taken.
- 12.7.4 For the purpose of this Subsection, “Cree Party Control”, as applied to any Cree Enterprise or Cree Entity, means the right, power or ability of one or more Cree Parties to: (a) control fifty percent (50%) or more of any class of equity securities (including any securities issuable upon the exercise of any option or convertible security), or (b) direct or cause the direction of the management or policies of said Cree Enterprise or Cree Entity pursuant to (i) ownership of voting securities, (ii) contract, (iii) voting trust, (iv) any statute establishing such Cree Entity or Cree Enterprise (v) the terms of the articles or by-laws or other constituting documents of such Cree Entity or Cree Enterprise or (vi) the terms of any other Applicable Laws.
- 12.7.5 In the event a Claim is made or Adverse Action is taken after the Effective Date, as set out above in Subsection 12.7.3, the following rules apply:

- (a) the Cree Parties shall defend and hold harmless NMX against any Loss arising out of such Claim or Adverse Action or any other activity and indemnify NMX against such Claim or Adverse Action;
 - (b) the Cree Parties shall use any and all legal means available to them, to assert fully their authority to represent and bind all of the Persons mentioned in Subsections 12.1.4 and 12.1.6; and
 - (c) the Cree Parties shall use reasonable efforts to discourage any such Adverse Action taken or made by any Cree Enterprises or Cree Entity not subject to Cree Party Control.
- 12.7.6 Nothing in this Section 12.7 precludes NMX or any of the Cree Parties from commencing or instituting its own legal, administrative or other types of proceedings against the Person having asserted such Claim or taken such Adverse Action.
- 12.7.7 The capitalized terms used in this Section 12.7 have the meaning ascribed thereto in this Subsection:

“Adverse Action” means any action (or omission to act where action is required) or activity of any nature, which could prevent or delay in any manner the development or operation of the Whabouchi Project, including preventing or delaying the issuance or renewal or the process for the issuance or renewal, by any Authorities Having Jurisdiction, of any required certificates, permits, mining claims, mining leases or other authorizations, but excludes a Financial Dispute subject to any dispute resolution process, including arbitration, under Chapter 9 of this Agreement and a Dispute subject to any dispute resolution process, including arbitration, under Chapter 11 of this Agreement.

“Claim” means any legal, administrative or other types of proceedings or any claim, demand, action or cause of action of any kind, threatened, commenced, instituted or made against or involving any of the Parties, challenging the validity or enforceability of this Agreement or any of its provisions, or otherwise challenging in any manner the construction, development, operation, site rehabilitation or restoration of, or supply of goods and services, power, or other activities related or incidental to, the Whabouchi Project, or access to the Mine Site.

“Loss” means any loss, liability, damage, cost, expense, charge, fine, penalty or assessment, resulting from or arising out of any Claim or Adverse Action, including the cost and expenses of any legal or administrative proceedings, assessment, judgment, settlement or compromise, the reasonable costs of legal counsel and financial or technical advisors, relating thereto and all interest, fines and penalties incurred in connection therewith.

“Third Party” means for the purpose of Section 12.7 any Person other than the Parties.

12.8 ENTIRE AGREEMENT

- 12.8.1 This Agreement constitutes the entire agreement between the Parties. This Agreement supersedes all prior negotiations, discussions, representations and agreements between the Parties, including the Memorandum of Understanding, save and except that Section 1 of the Memorandum of Understanding shall remain in full force and effect in accordance with its terms.

12.9 AMENDMENTS

- 12.9.1 This Agreement may be amended only by a written instrument duly signed by the Parties hereto.
- 12.9.2 Upon recommendation of the Whabouchi Implementation Committee, the Parties shall review any provisions of this Agreement and may amend this Agreement in accordance with Subsection 12.9.1.

12.10 REPRESENTATIONS AND COMMUNICATIONS CONSISTENT WITH AGREEMENT

- 12.10.1 A Party may make independent representations and communications to Authorities Having Jurisdiction and to other Persons on any matter addressed in this Agreement, provided however that such Party's representations and communications shall be consistent with this Agreement.

12.11 FUTURE AGREEMENTS

- 12.11.1 The Parties hereby agree to take into consideration and comply with the terms, conditions and obligations contained in this Agreement, in any future agreements to be concluded between a Party and any other Person.
- 12.11.2 If any agreement negotiations, including collective labour agreement negotiations, take place between NMX and any other Person, including, with regard to collective labour agreement negotiations, NMX shall endeavour to negotiate an agreement, including a collective labour agreement that does not conflict with this Agreement. If NMX is required to comply with any Applicable Laws or provisions of a collective agreement imposed on NMX, which are conflicting with this Agreement, then the Cree Parties acknowledge that NMX shall comply with such Applicable Laws and provisions of any such collective labour agreement thus imposed on NMX, and subject to Subsection 12.12.1, NMX shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.
- 12.11.3 If any agreement negotiations take place between any of the Cree Parties and any other Person, any such Cree Party shall endeavour to negotiate an agreement that does not conflict with this Agreement. Notwithstanding the foregoing, in the event that by virtue of Applicable Laws, any of the Cree Parties is required to comply with any such Applicable Laws which are conflicting with this Agreement, then the other

Parties acknowledge that any such Cree Party shall comply with any such Applicable Laws and subject to Subsection 12.12.1, any such Cree Party shall be relieved of its obligations to perform the conflicting terms and conditions of this Agreement.

12.12 SEVERABILITY

- 12.12.1 The invalidity or unenforceability of any provision of this Agreement or any undertaking contained herein shall not affect the validity or enforceability of any other provision of this Agreement or undertaking contained herein, and this Agreement shall be construed as if such invalid or unenforceable provision or undertaking were omitted.

12.13 CONFIDENTIALITY OF THE AGREEMENT

Confidentiality

- 12.13.1 Except as otherwise provided for in this Agreement, the Parties hereby recognize and acknowledge that the provisions and terms of this Agreement shall not be released, communicated or otherwise disclosed to any third party and shall remain, at all times, confidential.

Exceptions

- 12.13.2 The confidentiality undertaking of the Parties set out in Subsection 12.13.1 shall not restrict NMX or the Cree Parties, as the case may be, from:
- (a) providing or filing this Agreement or any portion thereof to or with Authorities Having Jurisdiction, including the Environmental and Social Impact Review Committee established under the JBNQA, any securities regulatory authority or any stock exchange, as may be requested by such Authorities Having Jurisdiction or required by Applicable Laws; in such circumstances, the Party receiving such request or subject to such requirement shall consult with the other Parties with respect to such request or requirement, the contents of any proposed response or filing and the manner in which such response is to be provided or such filing made;
 - (b) subject to appropriate confidentiality undertakings, providing a complete copy of this Agreement to any:
 - (i) financial institutions or lenders proposing to participate in the financing of NMX or any of its Affiliates or the Whabouchi Project;
 - (ii) underwriters of securities of NMX or any of its Affiliates or potential subscribers of securities of NMX;

- (iii) any proposed acquirer of NMX or its assets, including a party to any proposed merger, business combination, arrangement or other acquisition transaction with NMX or any of its Affiliates; and
 - (iv) the Authorized Representatives of the foregoing entities;
- (c) disclosing, providing or filing information about Chapter 9 of this Agreement, as circumstances so warrant, as may be agreed by the Parties from time to time;
 - (d) disclosing the amounts set forth in Subsection 4.11.1, Section 6.14.1 and Subsection 7.7.1 of this Agreement to the Whabouchi Implementation Committee, for the purpose of Subsection 10.8.4;
 - (e) disclosing or filing information derived from Chapter 9 of this Agreement as may be necessary for a Party or any Affiliate to comply with reporting requirements under IFRS or Applicable Laws;
 - (f) providing to the members of the Whabouchi Implementation Committee, the Environment Committee or any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 the relevant provisions of this Agreement, so as to allow full performance of the respective mandates of such committees;
 - (g) providing information about this Agreement to NMX Employees for the purpose of Subsection 4.5.2; and
 - (h) providing information about this Agreement, as circumstances so warrant, as may be agreed by the Parties from time to time.
- 12.13.3 The Parties shall jointly prepare a summary of this Agreement to be used and distributed by NMX within the business for implementation purposes including for training and raising awareness of employees and management regarding the Parties' respective rights and obligations hereunder. For greater certainty, there shall be excluded from this summary the provisions of Sections 4.11, 6.14, and 7.7 and of Chapter 9.

12.14 CONFIDENTIALITY OF INFORMATION

Confidential Information

- 12.14.1 Any and all of the following proprietary information, in whatever form and however communicated, and whether specified to be confidential or not, that may be released, filed, delivered, communicated or otherwise disclosed, directly or indirectly, by NMX to the Cree Parties or by the Cree Parties to NMX (such disclosing Party or Parties, the "**Disclosing Party**", and such Party or Parties receiving such

information, the “**Receiving Party**”), shall be deemed to be “**Confidential Information**”:

- (a) any industrial secret within the meaning of *An Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, chapter A-2.1);
- (b) any financial information regarding a Disclosing Party’s business operations and assets and future business plans including, in the case of NMX, any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to the Cree Parties in relation to Chapter 9 of this Agreement;
- (c) any information regarding relations between any of the Cree Parties and the Government of Québec or the Government of Canada;
- (d) any planned or proposed changes in management or senior operating personnel of a Party;
- (e) any significant developments regarding the Whabouchi Project or any New Development or New Project as contemplated in Chapter 3 of this Agreement;
- (f) discussions at meetings, minutes and reports of the Whabouchi Implementation Committee, the Environment Committee and any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1, and any information exchanged between the members of such committees in the context of their functions;
- (g) all proceedings, discussions at meetings and other discussions in view of settling a Dispute or a Financial Dispute, including arbitration, and without limiting the generality of the foregoing, all information that is disclosed, including all statements made and all documents submitted as part of the dispute resolution process, all pleadings and all evidence referred to in Chapter 9 and Chapter 11;
- (h) any Cree Knowledge, which may be shared with NMX for the purpose of Section 8.8 and which may be identified to NMX as confidential;
- (i) any technical, geological and scientific data related to the Whabouchi Project or NMX’s operations generally; and
- (j) any other information received from a Disclosing Party that has been identified as confidential.

“**Confidential Information**” includes any notes, files, tapes, analyses, compilations, studies, drafts, data, drawings or other tangible pieces of information (whether in written, electronic or other form), generated by a Receiving Party that contains,

reflects or is derived from Confidential Information provided or made available by a Disclosing Party pursuant to or in relation with this Agreement.

- 12.14.2 The Parties shall use, release, file, deliver, communicate or otherwise disclose, directly or indirectly, the Confidential Information between them, exclusively in connection with and for the sole purpose of implementing and interpreting this Agreement.
- 12.14.3 Each Receiving Party hereby agrees to use and process Confidential Information of a Disclosing Party only as necessary for the purpose of performing its obligations pursuant to this Agreement, and for no other purposes, and shall hold Confidential Information in strict confidence and shall not disclose same to any Person, including to any of its Affiliates either before, during or after the Term, except with the prior consent of the Disclosing Party (which consent may not be arbitrarily withheld or withdrawn at any time) or as otherwise provided for in this Agreement.

Exceptions

- 12.14.4 The restrictions on the use of Confidential Information provided for in Section 12.14 shall not apply to Confidential Information that:
 - (a) is disclosed by the Receiving Party to its Authorized Representatives, provided that the Authorized Representatives are held to the same obligations with respect to confidentiality and provided the Receiving Party shall remain responsible and fully liable for a breach of such obligations by its Authorized Representatives;
 - (b) is in the public domain at the time of disclosure to the Receiving Party, or later enters the public domain other than by breach of this Agreement or breach of an obligation of confidentiality to maintain the confidential nature of such Confidential Information;
 - (c) was in the Receiving Party's lawful possession prior to disclosure by the Disclosing Party, as confirmed by written records, and was not subject to any obligation of confidentiality binding such Receiving Party;
 - (d) is lawfully acquired by the Receiving Party from a Person who is under no obligation of confidentiality to the Disclosing Party, but only to the extent permitted by that Person; or
 - (e) is required by Authorities Having Jurisdiction or in accordance with Applicable Laws; in such circumstances, the Party receiving such request or subject to such requirement shall consult with the other Parties with respect to such request or requirement, the contents of any proposed response or filing and the manner in which such response is to be provided or such filing made.

Notice of Unauthorized Use of Disclosure

- 12.14.5 The Parties shall promptly give notice to the Disclosing Party upon discovery of any unauthorized use or disclosure of Confidential Information.

Protective Orders

- 12.14.6 If a Receiving Party or its Authorized Representatives become legally compelled to disclose any of the Confidential Information, the Receiving Party shall give the Disclosing Party prompt notice so that it may seek a protective order or other appropriate remedy at law (and the Receiving Party shall fully cooperate with the Disclosing Party in that regard) and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained by the Disclosing Party or is otherwise unavailable, the Receiving Party shall only disclose or, as applicable, ensure that its Authorized Representatives only disclose, that portion of the Confidential Information which it is legally required to disclose and shall exercise its reasonable commercial efforts to obtain a protective order or other reliable assurance that such Confidential Information will be afforded confidential treatment.

Return of Confidential Information

- 12.14.7 Upon termination of this Agreement or following a request of a Disclosing Party, the Receiving Party shall return to the Disclosing Party or destroy or delete the Confidential Information of the Disclosing Party, excluding any confidential information integrated in any documents required for the implementation of this Agreement or for compliance with Applicable Laws, in its possession or control or of any of its Authorized Representatives, and all copies thereof. At the request of the Disclosing Party, the Receiving Party shall confirm such return, destruction or deletion to the Disclosing Party by providing a certificate of one of its senior officers or directors certifying the return, destruction or deletion of all such Confidential Information. Notwithstanding the return, destruction or deletion of such Confidential Information, the Receiving Party shall continue to be bound by its obligations of confidentiality.
- 12.14.8 The Parties agree that, as of the Effective Date, the Memorandum of Understanding will no longer be treated as confidential by the Parties.

Remedies

- 12.14.9 The Parties acknowledge that Confidential Information is proprietary and confidential and that the Disclosing Party may be irreparably harmed if any of the provisions contained in this Agreement with respect to Confidential Information are breached or not performed by the Receiving Party or Authorized Representatives in accordance with the provisions of this Agreement. Notwithstanding any other provision of this

Agreement, including the dispute resolution process of this Agreement, the Parties hereby agree that the Disclosing Party shall have the right to seek an immediate injunction and any other available remedy it deems necessary before a court of competent jurisdiction, enjoining any breach or threatened breach of the provisions of this Agreement relating to Confidential Information and to specifically enforce such provisions, in addition to (where applicable) a right to monetary damages or any other remedy available to the Disclosing Party under Applicable Laws or this Agreement.

12.15 NOTICES

Notices to Parties

12.15.1 Unless otherwise specified herein, any notice required or authorized to be given to the Parties under this Agreement shall be in writing and shall be delivered (a) in person, (b) by facsimile, (c) by registered mail, return receipt requested, (d) by reputable courier service or (e) by electronic mail with proof of delivery. Notices shall be deemed given and effective on the date of delivery, if delivered during the recipient's normal business hours, or on the next Business Day if delivered after the recipient's normal business hours. The Parties shall address their notices as follows:

(a) if to NMX,

Nemaska Lithium Inc.
450 rue de la Gare du Palais
P.O. Box 10
Québec City, Québec
G1X 3X2
Telephone number: (418) 704-6038
Fax Number: (418) 948-9106
E-mail : guy.bourassa@nemaskalithium.com and
steve.nadeau@nemaskalithium.com
To the attention of: Chief Executive Officer and Chief Financial Officer

(b) if to the GCC(EI)/CNG,

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
JOY 3B0
Telephone number: (819) 673-2600
Fax Number: (819) 673-2606
E-mail : billnama@gcc.ca
To the attention of: Executive Director

with a copy to:

The Cree Nation of Nemaska
1 Lakeshore Road
Nemaska, Québec
JOY 3B0

Telephone number: (819) 673-2512
Fax Number: (819) 673-2100
E-mail : chief@nemaska.ca
To the attention of: Chief

(c) if to Nemaska,

The Cree Nation of Nemaska
1 Lakeshore Road
Nemaska, Québec
JOY 3B0

Telephone number: (819) 673-2512
Fax Number: (819) 673-2100
E-mail : chief@nemaska.ca
To the attention of: Chief

with a copy to:

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
JOY 3B0

Telephone number: (819) 673-2600
Fax Number: (819) 673-2606
E-mail : billnama@gcc.ca
To the attention of: Executive Director

(d) if to the Cree Parties,

The Grand Council of the Crees (Eeyou Istchee) / Cree Nation Government
2 Lakeshore Road
Nemaska, Québec
JOY 3B0

Telephone number: (819) 673-2600
Fax Number: (819) 673-2606
E-mail : billnama@gcc.ca
To the attention of: Executive Director

and

The Cree Nation of Nemaska

1 Lakeshore Road

Nemaska, Québec

J0Y 3B0

Telephone number: (819) 673-2512

Fax Number: (819) 673-2100

E-mail : chief@nemaska.ca

To the attention of: Chief

12.15.2 A Party may change its address by giving notice to the other Parties.

Notices for Dispute Resolution

12.15.3 Notwithstanding any other provision of this Agreement, all notices required or authorized to be given under Chapter 11 shall be given in accordance with Subsection 12.15.1.

Notices to Whabouchi Implementation Committee and Other Committees

12.15.4 With the exception of all notices required or authorized to be given under Chapter 11 which shall be given in writing and delivered in accordance with Subsection 12.15.1, all notices required or authorized to be given under this Agreement to the Whabouchi Implementation Committee, the Environment Committee or any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall be given and delivered to all of the members and alternate members of the relevant committee, either (a) in person, (b) by facsimile, (c) by registered mail, return receipt requested, (d) by reputable courier service or (e) by electronic mail with a proof of delivery.

12.15.5 Upon their respective appointments, members and alternate members of the Whabouchi Implementation Committee and members of the Environment Committee or any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 shall provide to each other their respective contact information, including address, telephone and fax numbers and electronic mail address.

Communications with the Nemaska R20 Family

12.15.6 Any communications between the Nemaska R20 Family and any of the Parties, the Whabouchi Implementation Committee, the Environment Committee or any other committee that may be established from time to time by the Implementation

Committee pursuant to Subsection 10.8.1, shall be effected with the tallyman of the Nemaska R20 Family.

12.16 FORCE MAJEURE

- 12.16.1 A Party (the “**Affected Party**”) shall give notice in writing to the other Parties in the event that performance of its obligations under this Agreement, in whole or in part, is interrupted, restrained, prevented or delayed, directly or indirectly, by an event of Force Majeure, and as of the date of such notice, the Affected Party’s obligations under this Agreement shall be suspended in full, without affecting the continuance and validity of this Agreement, and the Affected Party shall not be held to the performance of its obligations provided for in this Agreement to the other Parties during the period of time and to the extent the event of Force Majeure exists. Upon cessation of the event of Force Majeure, the Affected Party shall be required to resume performing as of such date its obligations under this Agreement in accordance with the terms thereof.
- 12.16.2 “**Force Majeure**” as used in this Section 12.16 means the occurrence of any event beyond the reasonable control of the Affected Party and includes: strikes, lockouts or any other labour disturbances; acts of the public enemy, acts of activists, acts of war or conditions arising out of or attributable to war, terrorism, embargoes, blockades, revolution, riot, civil strife, fire, explosion, earthquake, landslide, storm, flood or other adverse weather conditions; any judgment, decree or court order; expropriation, nationalization, or compulsory purchase; curtailment or suspension of activities to remedy or avoid an actual or alleged, present or prospective violation of federal, provincial or local environmental standards; delay or failure by suppliers or transporters of materials, parts, supplies, services or equipment or by Contractors' or subcontractors' shortage of, or inability to obtain labour, transportation, materials, machinery, equipment, supplies, power, goods or services; breakdown of or accident to power transmission lines, equipment, machinery or other facilities; inability to obtain any license, permit or other authorization that may be required; or any other unforeseen or irresistible event within the meaning given to the expression “superior force” in Article 1470 of the *Civil Code of Québec*.
- 12.16.3 In the event the Affected Party is NMX, none of the Parties will have any recourse or claims against, or be entitled to indemnification from, the Affected Party as a result of the Affected Party not performing its obligations under this Agreement as a result of an event of Force Majeure, including any obligation to pay any and all amounts owed the Cree Parties in accordance with the terms of this Agreement. However, upon the operations resuming, the amounts owed to the Cree Parties in accordance with the terms of this Agreement and accrued until the end of the event of Force Majeure would be paid to the Cree Parties, either : (i) in the case of an event of Force Majeure of one (1) year or less, within the first Financial Year following the resumption of the operations; or (ii) in the case of an event of Force Majeure of more

than one (1) year, within the number of Financial Years following the resumption of the operations equal to the period of the event of Force Majeure.

12.17 TEMPORARY CLOSURE

- 12.17.1 NMX may, at any time during the Term, temporarily suspend or cease operations at the Project (whether or not on a care and maintenance basis and with or without minimal staff for monitoring or other purposes, as NMX may determine) as a result of (i) economic conditions, (ii) a continuing event of Force Majeure or (iii) any other reason or combination of reasons that, in the sole discretion and business judgment of NMX's board of directors, supports such decision to temporarily suspend or cease operations (a **"Temporary Closure"**), by giving at least thirty (30) day written notice to each of the Cree Parties (a **"Notice of Temporary Closure"**) prior to the effective date of such Temporary Closure. As of the effective date of the Temporary Closure, NMX's obligations under this Agreement shall be suspended in full, without affecting the continuance and validity of this Agreement, and NMX shall not be held to the performance of its obligations provided for in this Agreement to the other Parties, including any obligation to pay all amounts owed the Cree Parties in accordance with the terms of this Agreement, during the period of time commencing on the effective date of such Temporary Closure and terminating on the effective date operations will resume, as specified by NMX in a notice in writing to the other Parties confirming it will resume operations at the Whabouchi Project (a **"Notice of Resumed Operations"**). Upon the Notice of Resumed Operations, the amounts owed to the Cree Parties under Chapter 9 of this Agreement (but, for greater certainty, not under any other Chapter of this Agreement) and accrued until the Notice of Resumed Operations would be paid to the Cree Parties (i) in the case of a period of Temporary Closure of one (1) year or less, within the first Financial Year following the Notice of Resumed Operations, and (ii) in the case of a period of Temporary Closure of more than one (1) year, within the number of Financial Years following the Notice of Resumed Operations equal to the period of Temporary Closure.
- 12.17.2 Except for any obligation to pay amounts owed the Cree Parties as set forth in Subsection 12.17.1, none of the Parties will have any recourse or claims against, or be entitled to indemnification from, NMX as a result of NMX not performing its obligations under this Agreement as a result of a Temporary Closure.
- 12.17.3 The Parties agree that in the event of Force Majeure during any period of Temporary Closure (commencing either prior to or during a Temporary Closure), the provisions applicable in the event of a Temporary Closure will continue to apply, until such time as NMX shall have provided a Notice of Resumed Operations.

12.18 TERM AND SURVIVAL

12.18.1 The Term of this Agreement shall be the period between the Effective Date and the date of termination of the Closure Phase, unless earlier terminated pursuant to Section 12.20, subject to survival of the following rights and obligations:

- (a) any dispute resolution process initiated prior to termination of this Agreement;
- (b) any and all covenants relating to confidentiality, as set out in Sections 12.13 and 12.14; and
- (c) any payment obligations due or owing to a Party in accordance with this Agreement prior to termination of this Agreement.

12.19 DEFAULT

12.19.1 For the purpose of this Agreement, the occurrence of one or more of the following events constitutes an **"Event of Default"**:

- (a) a Party breaches any of its obligations contained in this Agreement, other than any immaterial breach, except as otherwise provided in Paragraph 12.19.1(b) below; or
- (b) NMX fails to pay any amount due and payable to the Cree Parties under this Agreement.

12.19.2 Upon an Event of Default by a Party (the **"Defaulting Party"**), any non-Defaulting Party shall be entitled to give written notice of the occurrence of the Event of Default to the Defaulting Party, with a copy to all other Parties, reasonably describing the nature of the alleged Event of Default (**"Notice of Default"**).

12.19.3 Upon receipt of a Notice of Default, the Defaulting Party will have a period of twenty-one (21) days to:

- (a) remedy the alleged Event of Default, to the extent such Event of Default is capable of being remedied; or
- (b) submit the alleged Event of Default,
 - (i) to the dispute resolution process under Chapter 9 of this Agreement by giving a Notice of Financial Dispute, if the Event of Default is the subject of a Financial Dispute;
 - (ii) to the dispute resolution process under Chapter 11 of this Agreement by giving a Notice of Dispute, if the Event of Default is the subject of a Dispute; or

- (iii) to a court of competent jurisdiction, if the Event of Default is the subject of a disagreement to which the dispute resolution process of this Agreement does not apply, for a final and non-appealable determination.

12.20 TERMINATION

12.20.1 This Agreement shall terminate:

- (a) upon expiry of the Term, without further notice or formality;
- (b) upon the mutual agreement of the Parties at any time prior to the expiry of the Term;
- (c) upon receipt by NMX of a Notice of Termination executed by the Cree Parties following the date of Abandonment of Mining Operations;
- (d) upon receipt by NMX of a Notice of Termination executed by the Cree Parties, if the commencement of the Construction Phase has not occurred on the date that is five (5) years from the date of the issuance of the initial Certificate of Authorization to NMX for the Whabouchi Project;
- (e) upon receipt by NMX of a Notice of Termination executed by the Cree Parties, in the event NMX:
 - (i) files a voluntary petition in bankruptcy or insolvency or a petition for reorganization, arrangement or compromise under any applicable bankruptcy law; or
 - (ii) consents to any involuntary petition in bankruptcy or if a receiving order is given against NMX under any bankruptcy law, or an order, judgment or decree is entered by a court of competent jurisdiction, upon the application of a creditor, receiver, trustee or liquidator of all or a substantial part of the assets of NMX;
- (f) upon receipt by the Cree Parties of a Notice of Termination executed by NMX, if a Defaulting Party is any of the Cree Parties, or upon receipt by NMX of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is NMX, and, in each of the foregoing cases, the Defaulting Party has failed to either remedy such Event of Default or submit the Event of Default to the dispute resolution process, including, as applicable, arbitration or a court of competent jurisdiction, as contemplated by Subsection 12.19.3, within the prescribed period;
- (g) upon receipt by the Cree Parties of a Notice of Termination executed by NMX, if a Defaulting Party is any of the Cree Parties, or upon receipt by NMX of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is NMX, if the Event of Default was submitted to the dispute resolution process as

contemplated by Paragraph 12.19.3(b), such Event of Default was resolved prior to arbitration by an executed settlement agreement as a result of application of the dispute resolution process provided for in Chapter 9 or Chapter 11, as applicable, or otherwise and the Defaulting Party has failed to comply with the terms of such settlement agreement; or

- (h) upon receipt by the Cree Parties of a Notice of Termination executed by NMX, if a Defaulting Party is any of the Cree Parties, or upon receipt by NMX of a Notice of Termination executed by all Cree Parties, if the Defaulting Party is NMX, if (i) the Event of Default was submitted to the arbitration process included in the dispute resolution process, as contemplated by Paragraph 12.19.3(b), the arbitrator (or arbitrators) has confirmed such Event of Default as a result of application of the arbitration process in Chapter 9 or Chapter 11, as applicable, and the Defaulting Party has failed to comply with the decision of the arbitrator (or arbitrators) or (ii) the Event of Default was the subject of a disagreement excluded from the definition of "Dispute" under this Agreement and submitted to a court of competent jurisdiction pursuant Chapter 11 or as otherwise provided in this Agreement, such court (or court of higher jurisdiction if subsequent to appeal) has confirmed such Event of Default, all rights of appeal have expired or been exhausted, and the Defaulting Party has failed to comply with the decision of the courts.

For the purpose of this Subsection, "**Abandonment of Mining Operations**" means: (i) the abandonment by NMX in accordance with Section 122 of the *Mining Act* of its mining lease granted in respect of the Whabouchi Project, or (ii) NMX has provided formal notice of abandonment to the Cree Parties, or has otherwise unequivocally acted in a manner that would lead a reasonable Person to conclude that NMX has abandoned or relinquished all of its rights with respect to the Whabouchi Project without consideration therefor.

12.21 LATE PAYMENTS AND PAYMENTS UPON TERMINATION

- 12.21.1 Any payment from NMX to any of the Cree Parties effected ten (10) days or more after its due date shall bear interest, calculated on a daily basis, at the rate announced from time to time by the National Bank of Canada, or such other Canadian chartered bank as may be agreed upon between the Parties, as its prime rate, plus eight percent (8%), calculated from the due date of the relevant payment.

- 12.21.2 Upon termination of this Agreement, the Cree Parties shall be entitled to payment in full of any outstanding and unpaid Fixed Amount, Incremental Fixed Amount, interest thereon, or Cree Participation Payment, and the Parties shall continue to be entitled to any amount payable pursuant to the surviving provisions set out in Section 12.18, including any amount that may be determined payable subsequent to termination of this Agreement as a result of indemnification obligations arising out of events prior to such termination. It is understood that any amounts owed or payable hereunder by a

Party to another Party at the time of termination of this Agreement shall be settled and paid within a ninety (90) day period following such termination, or if such amounts have not been determined or are not then determinable, upon determination of such amounts.

12.22 PRESS RELEASES AND PUBLIC ANNOUNCEMENTS

- 12.22.1 The Parties shall jointly prepare, issue or publish any and all press releases or similar public announcement with respect to this Agreement.
- 12.22.2 Notwithstanding the above, NMX may independently prepare any such press release or public announcement if such is required in the normal course of business or as may be required by Applicable Laws, in which case NMX shall promptly give notice to the Cree Parties contemporaneously with the issuance or publication thereof.
- 12.22.3 Notwithstanding the above, any of the Cree Parties may independently prepare any such press release or public announcement if such is required by Applicable Laws, in which case, each such Cree Party shall promptly give notice to NMX contemporaneously with the issuance or publication thereof.

12.23 SECURITIES LAWS

- 12.23.1 The Parties acknowledge that NMX is a publicly-traded corporation and that they are aware of the general nature of applicable securities laws, including securities laws which prohibit any Person who has material, non-public information concerning a publicly-traded corporation from trading in securities of such corporation. The Parties acknowledge they are aware, and shall advise their Authorized Representatives, that Confidential Information may consist of material, non-public information concerning NMX and its Affiliates. To that effect, the Parties hereby agree to use and process any such Confidential Information in full compliance with any applicable securities laws.

12.24 AGREEMENT BINDING

- 12.24.1 This Agreement is binding upon and shall enure to the benefits of the Parties and their respective successors and assigns.

12.25 NO THIRD-PARTY BENEFICIARIES

- 12.25.1 Nothing in this Agreement, express or implied, is intended, or will be construed to confer on any Person, other than the Parties to this Agreement, any right, remedy or claim under or with respect to this Agreement.

12.26 NO WAIVER

12.26.1 Failure by a Party to insist on the performance of any provision of this Agreement or to exercise any right or privilege or waiver of any breach will not thereafter waive any other terms, conditions or privileges, whether of the same or similar type. All rights, remedies and warranties afforded under this Agreement or at law will be taken and construed as cumulative, that is, in addition to every other right, remedy or warranty provided under this Agreement or by law. Waiver of any right, remedy or warranty provided under this Agreement shall be effective only if:

- (a) it is in writing and signed by the Party providing such waiver; and
- (b) notice of same has been given to the other Parties.

12.27 FURTHER ASSURANCES

12.27.1 Each Party agrees to execute such other documents and to do and perform such other acts and things as may reasonably be requested by another Party so that the terms of this Agreement take full effect.

12.28 EXPENSES

12.28.1 Except as otherwise expressly provided for in this Agreement, each Party shall bear its own expenses in connection with the preparation, execution and performance of this Agreement.

12.29 NO PARTNERSHIPS

12.29.1 Nothing in this Agreement must be deemed to create a partnership, association, employment relationship or an agency relationship between the Parties. The agents, employees and other representatives of each Party are not considered to be agents, employees, and other representatives of the other Parties for any purpose.

12.29.2 This Agreement creates no fiduciary relationships between the Parties.

12.30 GOVERNING LAWS AND JURISDICTION

12.30.1 This Agreement is subject to laws of general application and it shall be executed and interpreted in a manner consistent with the provisions of the JBNQA and shall be governed by and interpreted, construed and enforced in accordance with the laws of Québec and the federal laws of Canada as applicable.

12.30.2 For all jurisdictional purposes, this Agreement is presumed to have been executed in the judicial district of Montréal, in Québec.

12.31 LANGUAGE

- 12.31.1 The Parties have requested that this Agreement and all notices relating thereto be drawn up in the English language.

Les Parties ont demandé que l'entente et tous les avis qui y sont reliés soient rédigés en anglais.

[Remainder of the page intentionally left blank. Signature page follows.]

**CHAPTER 13
SIGNATORIES**

IN WITNESS HEREOF, the Parties hereto have executed this Agreement in seven (7) originals in Nemaska on this 7th day of November, 2014.

**The GRAND COUNCIL OF THE CREES
(EEYOU ISTCHEE)**

Per: *(s) Matthew Coon Come*
Name: Dr. Matthew Coon Come
Title: Grand Chief

Witness: *(s) Andy Baribeau*
Name: Mr. Andy Baribeau

The CREE NATION GOVERNMENT

Per: *(s) Rodney Mark*
Name: Mr. Rodney Mark
Title: Vice-Chairman

Witness: *(s) Andy Baribeau*
Name: Mr. Andy Baribeau

The CREE NATION OF NEMASKA

Per: *(s) Matthew Wapachee*
Name: Mr. Matthew Wapachee
Title: Chief

Witness: *(s) Clarence Jolly Sr.*
Name: Mr. Clarence Jolly Sr.

NEMASKA LITHIUM INC.

Per: *(s) Guy Bourassa*
Name: Mr. Guy Bourassa
Title: President

Witness: *(s) Gary H. K. Pearse*
Name: Mr. Gary H. K. Pearse

**SCHEDULE 1.1.1A
LIST OF CLAIMS**

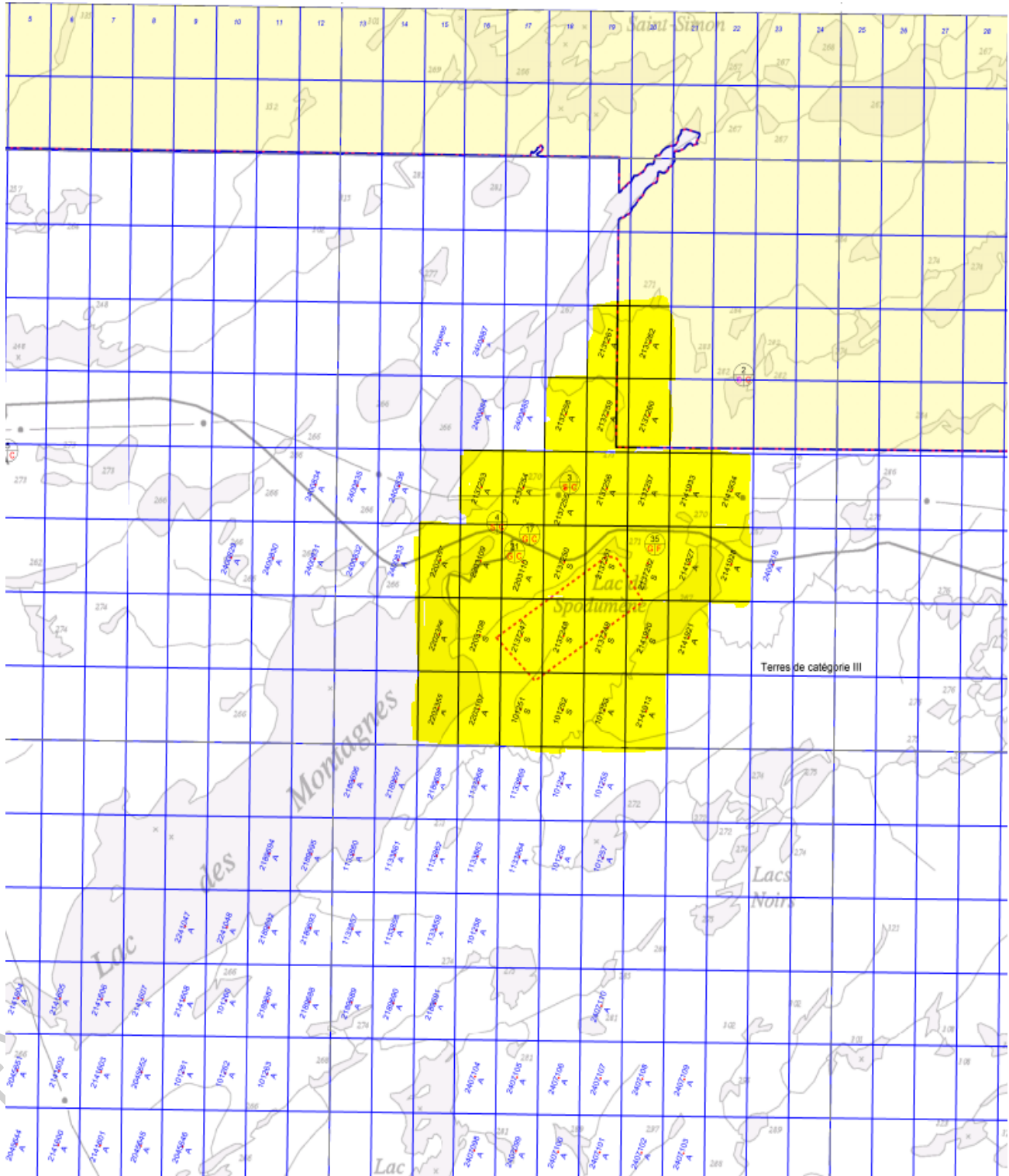
as of November 5, 2014

SNRC Leaflet	Title Type	Title Number	Status	Registration Date	Expiry Date	Area (Ha)	Holder
SNRC 32O12	CDC	101251	Suspendu ¹	03-11-05 00:00	02-11-15 23:59	53,41	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	101252	Suspendu ¹	03-11-05 00:00	02-11-15 23:59	53,41	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	101253	Actif	03-11-05 00:00	02-11-15 23:59	53,41	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137247	Suspendu ¹	26-11-07 00:00	25-11-15 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137248	Suspendu ¹	26-11-07 00:00	25-11-15 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137249	Suspendu ¹	26-11-07 00:00	25-11-15 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137250	Suspendu ¹	26-11-07 00:00	25-11-15 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137251	Suspendu ¹	26-11-07 00:00	25-11-15 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137252	Suspendu ¹	26-11-07 00:00	25-11-15 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137253	Actif	26-11-07 00:00	25-11-15 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137254	Actif	26-11-07 00:00	25-11-15 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137255	Actif	26-11-07 00:00	25-11-15 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137256	Actif	26-11-07 00:00	25-11-15 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137257	Actif	26-11-07 00:00	25-11-15 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137258	Actif	26-11-07 00:00	25-11-15 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137259	Actif	26-11-07 00:00	25-11-15 23:59	53,37	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137260	Actif	26-11-07 00:00	25-11-15 23:59	53,37	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137261	Actif	26-11-07 00:00	25-11-15 23:59	53,37	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2137262	Actif	26-11-07 00:00	25-11-15 23:59	53,37	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2141913	Actif	24-01-08 00:00	23-01-16 23:59	53,41	Exploration Nemaska inc. (83287) 100 % (responsable)

¹ Claims whose current period of validity is suspended pending a decision by the Minister of Energy and Natural Resources on NMX's application for a mining lease covering these claims, in whole or in part. A claim whose period of validity is suspended remains active.

SNRC Leaflet	Title Type	Title Number	Status	Registration Date	Expiry Date	Area (Ha)	Holder
SNRC 32O12	CDC	2141920	Suspendu ¹	24-01-08 00:00	23-01-16 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2141921	Actif	24-01-08 00:00	23-01-16 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2141927	Actif	24-01-08 00:00	23-01-16 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2141928	Actif	24-01-08 00:00	23-01-16 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2141933	Actif	24-01-08 00:00	23-01-16 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2141934	Actif	24-01-08 00:00	23-01-16 23:59	53,38	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2202355	Actif	21-01-10 00:00	20-01-16 23:59	53,41	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2202356	Actif	21-01-10 00:00	20-01-16 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2202357	Actif	21-01-10 00:00	20-01-16 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2203107	Actif	25-01-10 00:00	24-01-16 23:59	53,41	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2203108	Suspendu ¹	25-01-10 00:00	24-01-16 23:59	53,4	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2203109	Actif	25-01-10 00:00	24-01-16 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)
SNRC 32O12	CDC	2203110	Actif	25-01-10 00:00	24-01-16 23:59	53,39	Exploration Nemaska inc. (83287) 100 % (responsable)

MAP OF CLAIMS AREA



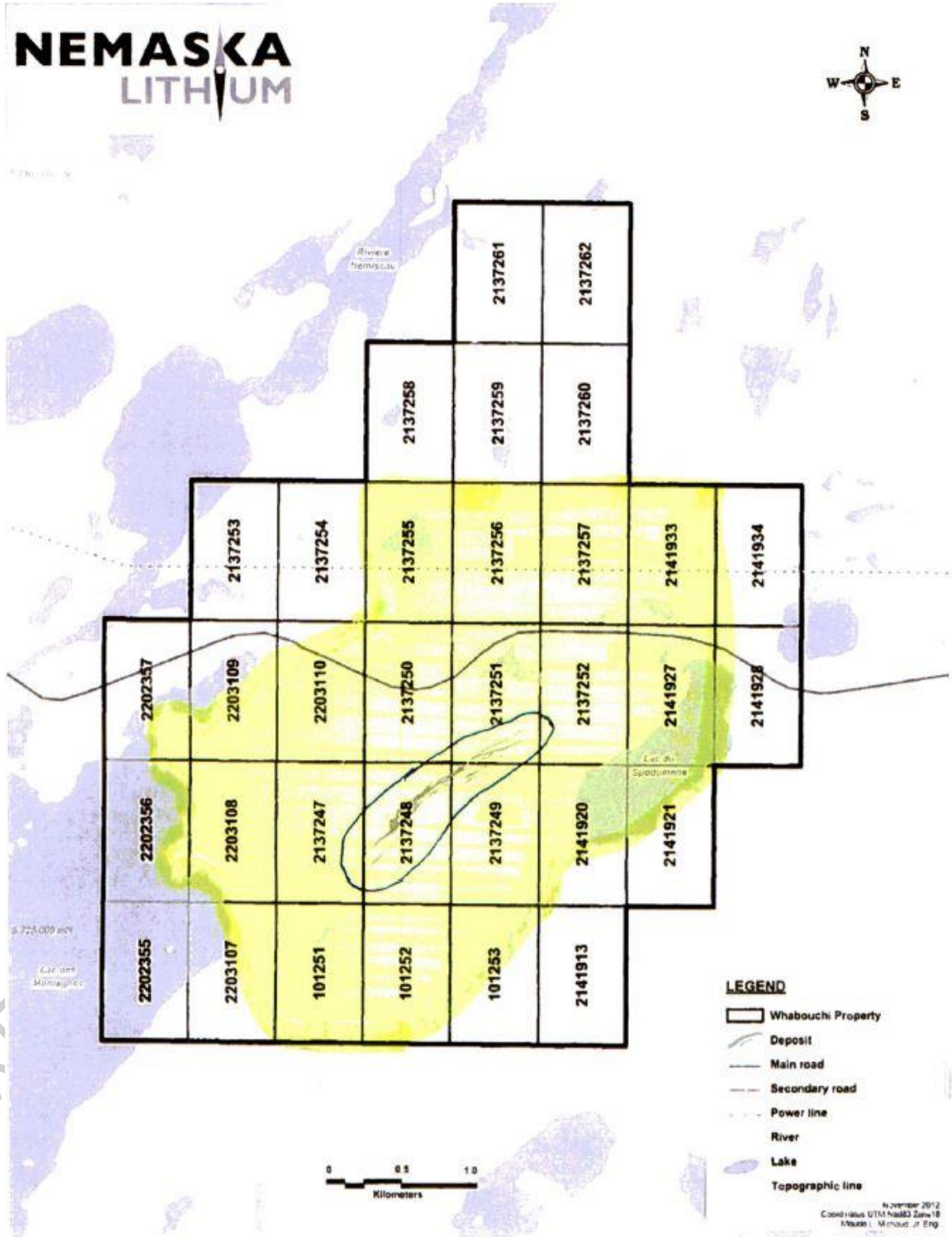
PAR)



SCHEDULE 3.1.1
SUMMARY DESCRIPTION OF THE WHABOUCHI PROJECT

Nemaska Lithium intends to develop and operate a spodumene deposit in the Eeyou Istchee James Bay region. The project, named Whabouchi, consists of extracting spodumene from an open-pit mine for a period of about twenty (20) years and continue mining by underground infrastructure. The ore will be concentrated on-site. The concentrate is then to be shipped by road to Chibougamau-Chapais area.

SCHEDULE 5.4.6
MAP OF SAFETY ZONES
(HIGHLIGHTED IN YELLOW)



SCHEDULE 10.11.1
RULES OF PROCEDURE OF THE WHABOUCHI IMPLEMENTATION COMMITTEE

1. INTERPRETATION

- 1.1 All capitalized terms used in these Rules of Procedure have the meaning ascribed to them in Chapter 1 of this Agreement, unless the context suggests otherwise.

2. BUSINESS

2.1 Notice and Location of Meetings

- 2.1.1 The members of the Whabouchi Implementation Committee (hereinafter the “**Members**”) shall call and hold their first meeting no later than six (6) months after the Effective Date and subsequently, at least once per quarter, except as otherwise provided in Section 3 of these Rules of Procedure. In addition, the Whabouchi Implementation Committee may hold special meetings for the purpose of addressing and resolving specific significant issues and critical matters which may arise and require prompt action.

- 2.1.2 Regular meetings of the Whabouchi Implementation Committee will be called by the chairperson of the Whabouchi Implementation Committee by giving at least ten (10) day written notice to all Members.

- 2.1.3 Special meetings of the Whabouchi Implementation Committee may be called by the chairperson or any two (2) Members appointed by NMX or any two (2) Members appointed by the Cree Parties by giving a reasonably shorter written notice to all Members.

- 2.1.4 The secretarial services of the Whabouchi Implementation Committee shall prepare and distribute the notices of meetings to the Members, which notices will state the time and place of the meeting and the matters to be discussed. The Members may agree to discuss matters other than those stated in the notice.

- 2.1.5 As mutually agreed to by the Members, regular meetings of the Whabouchi Implementation Committee will be held either in Nemaska, at the Mine Site or at any other place, subject to Paragraph 2.3.1 of these Rules of Procedure.

2.2 Chairperson

- 2.2.1 The Cree Parties and NMX shall alternate in appointing a Member to serve as chairperson of the Whabouchi Implementation Committee for a period of one (1) year. NMX shall appoint the first chairperson.

2.2.2 The chairperson shall:

- (a) preside the meetings of the Whabouchi Implementation Committee;
- (b) facilitate consensus amongst the Members, provided however that in the event of a tie, the chairperson shall never have a casting vote; and;
- (c) perform any other functions assigned to him in writing by the Whabouchi Implementation Committee.

2.3 Participation

2.3.1 A meeting of the Whabouchi Implementation Committee may be held entirely by telephone, electronic or other communication facilities.

2.3.2 The President and Chief Executive Officer of NMX, the Grand Chief and Chairman of the GCC(EI)/CNG and the Chief of Nemaska may attend any regular or special meeting of the Whabouchi Implementation Committee, the Environment Committee and the committees established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of this Agreement, either in person or by telephone, electronic or other communication facilities, without any prior notice.

2.3.3 As may be required, the Whabouchi Implementation Committee may, at its sole discretion, invite personnel of a Party or any other individual to attend and participate in its meetings.

2.3.4 A Member may participate in a meeting by telephone, electronic or other communication facilities in order to allow all Members and invitees participating in the meeting to communicate with each other simultaneously and instantaneously. A Member or invitee participating in such a meeting by such means shall be deemed to be present at the meeting.

2.4 Secretarial Services

2.4.1 NMX shall provide secretarial services to the Whabouchi Implementation Committee which will include preparing and distributing notices and agendas of meetings of the Whabouchi Implementation Committee, and preparing, distributing and keeping minutes of meetings, including a list of action items for follow-up after meetings.

2.5 Attendance and Review of Documentation

2.5.1 Members shall attend regular meetings of the Whabouchi Implementation Committee and shall strive a minimum attendance level of seventy-five percent (75%) is expected on an annual basis.

2.5.2 Prior to meetings of the Whabouchi Implementation Committee, Members shall review all documents or materials attached to any notice of meeting and shall be prepared to discuss such documents or materials at the meeting.

2.6 Quorum

2.6.1 Quorum for a meeting of the Whabouchi Implementation Committee consists of a minimum of four (4) Members consisting of at least two (2) Members appointed by NMX and at least one (1) Member appointed by each of Nemaska and the GCC(EI)/CNG. Notwithstanding the preceding, the GCC(EI)/CNG may waive their participation for quorum purposes, provided that the two (2) Members appointed by Nemaska participate in such meeting.

2.6.2 If there is no quorum at a meeting, it will be adjourned without notice other than a statement to this effect at the meeting.

2.7 Confidentiality

2.7.1 Unless otherwise agreed by the Whabouchi Implementation Committee, the discussions at meetings, minutes and reports of the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of this Agreement and any information provided or received by its Members or members of such other committees in the context of their functions shall be deemed Confidential Information and shall be treated accordingly.

2.7.2 Invitees at meetings of the Whabouchi Implementation Committee, the Environment Committee and any other committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of this Agreement, shall be required to sign the Confidentiality Undertaking appended hereto as Schedule A of these Rules of Procedure.

2.8 Remuneration

2.8.1 Members of the Whabouchi Implementation Committee shall not be remunerated for their work on such committee, except for any arrangements between a Member and the Party which appointed him.

3. CLOSURE PHASE AND TEMPORARY CLOSURE

3.1 Frequency of Meetings

3.1.1 During the Closure Phase, the Whabouchi Implementation Committee may adjust the frequency of its meetings.

- 3.1.2 In the event of a Temporary Closure of the Whabouchi Project as provided for in this Agreement, the Whabouchi Implementation Committee shall continue to meet formally at least once per year.

EXECUTION COPY (REDACTED FOR SEDAR)

**SCHEDULE A OF THE RULES OF PROCEDURES OF THE WHABOUCHI IMPLEMENTATION
COMMITTEE
CONFIDENTIALITY UNDERTAKING – INVITEES
[INSERT NAME OF COMMITTEE]**

During the course of your attendance at any meeting of the [INSERT NAME OF COMMITTEE], you are considered to be an "**Invitee**" and any information which you have access to or become aware of during a meeting or in connection thereto, is deemed confidential and shall be treated accordingly as Confidential Information and used solely for the purpose for which it was conveyed to you. The [INSERT NAME OF COMMITTEE] is composed of representatives from Nemaska Lithium Inc., the Cree Nation of Nemaska, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government (collectively, the "**Parties**" and individually, a "**Party**"), established pursuant to the Chinuchi Agreement (the "**Agreement**").

Nemaska Lithium Inc. is a publicly-traded corporation. Applicable securities laws prohibit any Person who has material non-public information concerning a publicly-traded corporation from trading in securities of such corporation. Confidential Information may consist of material non-public information concerning Nemaska Lithium Inc. and its Affiliates. To that effect, any such Confidential Information is required to be used and processed in full compliance with any applicable securities laws.

As an Invitee, you agree that you shall not tip, discuss or disclose, directly or indirectly, such Confidential Information by any means, including by telephone, fax, email, or through the use of the internet (including social networking sites).

For the purpose of this Confidentiality Undertaking, "**Confidential Information**" means:

- (a) any industrial secret within the meaning of *An Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, chapter A-2.1);
- (b) any financial information regarding a Party's business operations and assets and future business plans including, in the case of Nemaska Lithium Inc., any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to you;
- (c) any information regarding relations between either the Cree Nation of Nemaska, the Grand Council of the Crees (Eeyou Istchee) or the Cree Nation Government and the Government of Québec or the Government of Canada;
- (d) any planned or proposed changes in management or senior operating personnel of a Party;
- (e) any significant developments regarding the Whabouchi Project or any New Development or New Project as contemplated in Chapter 3 of the Agreement;

- (f) discussions at meetings, minutes and reports of the Whabouchi Implementation Committee, the Environment Committee and any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to the Agreement, and any information exchanged in the context of your attendance at a meeting of the [INSERT NAME OF COMMITTEE];
- (g) any Cree Knowledge, which may be shared by the Cree Nation of Nemaska, the Grand Council of the Crees (Eeyou Istchee), the Cree Nation Government or by Crees with Nemaska Lithium Inc. for the purpose of the Agreement and which may be identified as confidential;
- (h) any technical, geological and scientific data related to the Whabouchi Project or Nemaska Lithium Inc.'s operations generally; and
- (i) any other information received from a Party that has been identified as confidential.

"Confidential Information" also includes any information, in any form, that contains, reflects or is derived from Confidential Information.

The restrictions on the use of Confidential Information provided for in this Schedule shall not apply to Confidential Information that:

- (a) is in the public domain at the time of its disclosure to the Invitee, or later enters the public domain other than by breach of this Confidentiality Undertaking;
- (b) was in the Invitee's lawful possession prior to its disclosure to the Invitee, as confirmed by written records, and was not subject to any obligation of confidentiality binding such Invitee; or
- (c) is lawfully acquired by the Invitee from an individual or an entity who is under no obligation of confidentiality regarding the Confidential Information, but only to the extent permitted by such individual or entity.

I certify to the Parties that I understand the terms set out above and that I agree to abide by the terms of the present Confidentiality Undertaking.

SIGNED: _____ this _____ day of _____ 20____

SIGNATURE: _____

PRINT NAME: _____

EXECUTION COPY (REDACTED FOR SEDAR)

**SCHEDULE 10.12.1
CODE OF ETHICS**

1. PURPOSE AND INTERPRETATION

1.1 The Code of Ethics embodies the commitment of the Members of the Whabouchi Implementation Committee, the Environment Committee and any committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of the Agreement to conduct their business in accordance with all applicable laws, rules and regulations and the highest ethical standards. The Code of Ethics shall constitute standards that are designed to promote integrity and to prevent wrongdoing. All Members are expected to adhere to the principles and procedures of the Code of Ethics.

1.2 In this Code of Ethics:

- (a) **“Agreement”** means the Chinuchi Agreement between Nemaska Lithium Inc., the Cree Nation of Nemaska, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government, dated November 7, 2014;
- (b) **“Member”** means a member of the Whabouchi Implementation Committee, the Environment Committee or a committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of the Agreement; and
- (c) **“Parties”** means, collectively, Nemaska Lithium Inc., the Cree Nation of Nemaska, the Grand Council of the Crees (Eeyou Istchee) and the Cree Nation Government.

All other capitalized terms used in this Code of Ethics have the meaning ascribed to them in the Agreement, unless the context suggests otherwise.

1.3 For the purposes of this Code of Ethics, **“Confidential Information”** means:

- (a) any industrial secret within the meaning of *An Act respecting Access to documents held by public bodies and the Protection of personal information* (CQLR, chapter A-2.1);
- (b) any financial information regarding a Party’s business operations and assets and future business plans including, in the case of NMX, any financial projections, plans, budgets, assessments, assumptions, evaluations, calculations, computations or statements provided or made available to the Cree Parties;
- (c) any information regarding relations between any of the Cree Parties and the Government of Québec or the Government of Canada;

- (d) any planned or proposed changes in management or senior operating personnel of a Party;
- (e) any significant developments regarding the Whabouchi Project or any New Development or New Project as contemplated in Chapter 3 of the Agreement;
- (f) discussions at meetings, minutes and reports of the Whabouchi Implementation Committee, the Environment Committee and any other committee that may be established from time to time by the Whabouchi Implementation Committee pursuant to the Agreement, and any information exchanged between the members of such committees in the context of their functions;
- (g) all proceedings, discussions at meetings and other discussions in view of settling a Dispute, including arbitration, and without limiting the generality of the foregoing, all information that is disclosed, including all statements made and all documents submitted as part of the dispute resolution process, all pleadings and all evidence referred to in Chapter 11 of the Agreement;
- (h) any Cree Knowledge, which may be shared with NMX for the purpose of Section 8.8 and which may be identified to NMX as confidential;
- (i) any technical, geological and scientific data related to the Whabouchi Project or NMX's operations generally; and
- (j) any other information received from a Party that has been identified as confidential.

"Confidential Information" includes any information, in whichever form, generated by a Party that contains, reflects or is derived from Confidential Information it received from another Party pursuant to or in relation with the Agreement.

- 1.4 For the purpose of this Code of Ethics, **"Material Fact"** has the meaning ascribed to it in the *Securities Act*, (CQLR, chapter V-1.1), provided that such Material Fact is non-public.

2. COMPLIANCE

- 2.1 A Member who becomes aware of any actual or potential violation of the Code of Ethics must promptly give notice to all other Members of the Whabouchi Implementation Committee.

3. CONFLICTS OF INTEREST

- 3.1 A conflict of interest occurs when a Member's personal interest interferes with the interests of the Party which appointed him, or the interests of the Whabouchi Implementation Committee, of the Environment Committee or of a committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be, or the operation of the Whabouchi Project.
- 3.2 A Member is required to see that decisions made are free from the influence of any interests that might reasonably be regarded as conflicting with or being harmful or detrimental with the interests of the Party which appointed him, or the interests of the Whabouchi Implementation Committee, the Environment Committee or a committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be, or the operation of Whabouchi Project.
- 3.3 While a Member's right to take part in other activities outside his functions is acknowledged, such activities must be free of conflict with his responsibilities as a Member. A Member must avoid acquiring any interests or participating in any activities that might reasonably be regarded as:
- (a) creating an obligation which would affect his judgment or ability to act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances; or
 - (b) being incompatible with his function as a Member.
- 3.4 Actual and potential conflicts of interest must be disclosed in accordance with Section 6 of the Code of Ethics.

4. PERSONAL BENEFITS AND OPPORTUNITIES

- 4.1 A Member must never use or attempt to use his position as a Member to obtain any personal benefit for himself, for his family members or for any other person. For the purposes hereof, the expression "personal benefit" refers to the definition adopted by each Party in their respective internal policies and procedures.
- 4.2 A Member may not take for himself (or direct to a third party) a business opportunity that is discovered due to his position as a Member, unless all other Members of the committee on which the Member sits have consented to same in writing.

5. FAIR DEALING

- 5.1 A Member must never use or attempt to use proprietary information for personal gain, and must not possess or use trade secrets obtained without the owner's consent.
- 5.2 A Member is expected to deal fairly with service providers, suppliers, competitors and employees of the Whabouchi Project. No Member should take unfair advantage of anyone through manipulation, concealment, abuse of Confidential Information, misrepresentation of material facts or any other unfair dealing practice.

6. DISCLOSURE

- 6.1 At the earliest opportunity, a Member must disclose to all other Members of the committee on which the Member sits, in writing, or verbally during a duly convened meeting of the said committee, all his business, commercial or financial or other interests or activities which might reasonably be regarded as creating an actual or potential conflict with his duties as a Member.
- 6.2 At the earliest opportunity, a Member who becomes aware of business, commercial, financial or other interests or activities of another Member which might reasonably be regarded as creating an actual or potential conflict with the latter's duties as a Member must promptly give notice at the earliest opportunity to the other Members of the actual or potential conflict, in writing, or verbally during a duly convened meeting of the committee on which he sits.
- 6.3 In the event a disclosure under Subsection 6.1 or 6.2 is made verbally, same shall be recorded in the minutes of the meeting of the relevant committee.

7. EXCLUSION

- 7.1 When a Member makes a disclosure or is the subject of a disclosure in accordance with Subsection 6.1 or 6.2 of this Code of Ethics, the other Members of the committee on which he sits, shall decide whether the Member is in conflict or potential conflict and, if so, whether the Member should be excluded with respect to the matter on which the disclosure was made and whether the Member should also be excluded from the meeting.
- 7.2 The decisions on the existence of a conflict or potential conflict, on the exclusion of a Member or on the matter related to a disclosure contemplated in Subsection 7.1 or actions to be taken in connection therewith, shall be valid notwithstanding a loss of quorum resulting from the exclusion of the Member involved in the disclosure.

8. CONTINUING DISCLOSURE

- 8.1 A disclosure made in accordance with Subsection 6.1 or 6.2 of this Code of Ethics shall be duly recorded in the minutes of the meeting of the relevant committee at which such disclosure was made and need not be reiterated at any future meetings, if the nature and extent of the interest disclosed have not changed.
- 8.2 If a Member has been excluded from a meeting in accordance with Subsection 7.1 of this Code of Ethics, such Member shall be provided with an edited version of the minutes of the said meeting.

9. EFFECTS OF DISCLOSURE

- 9.1 A decision of a committee on a matter in respect of which a disclosure was made in accordance with Subsection 6.1 or 6.2 of this Code of Ethics shall not be invalid, and the Member subject of said disclosure shall not be held accountable for any claims stemming from such decision, because of his interest, actual or potential, in the matter or because the Member was not excluded in accordance with Subsection 7.1 of this Code of Ethics if the decision was reasonable and fair when it was taken.

10. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

- 10.1 Compliance with all applicable laws, rules and regulations is essential to conducting business during any meeting of the Whabouchi Implementation Committee, the Environment Committee or a committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be. A Member is expected to adhere to the standards and restrictions imposed by those laws, rules and regulations.
- 10.2 By signing this Code of Ethics, a Member agrees to use and process any Confidential Information in compliance with any securities laws applicable to Nemaska Lithium Inc., which prohibit any person who has acquired a Material Fact, including information concerning the matters that are subject of this Agreement, the Whabouchi Project or a Party, from trading in securities of an issuer (such as Nemaska Lithium Inc.) or in any options or other derivatives concerning the securities of said issuer, or from disclosing such information to another person, or from recommending that another person trade in such securities, options or other derivatives.

11. ACCOUNTABILITY

- 11.1 A Member shall, in the exercise of his functions, act with honesty and good faith and with the care, diligence and skill of a reasonable person in comparable circumstances.

- 11.2 A Member will be held accountable for his adherence to the Code of Ethics. Failure to observe the terms of the Code of Ethics may result in the Member's removal from the committee on which he sits. Violations of this Code of Ethics may also constitute violations of law and may result in civil or criminal sanctions or penalties for the Member.

12. CONFIDENTIALITY

- 12.1 In carrying out his functions on the committee on which he sits, a Member will become aware of Confidential Information. A Member shall not disclose Confidential Information, except when such disclosure is authorized or legally permitted, including in accordance with the Agreement.

13. INSIDER TRADING

- 13.1 Each Member acknowledges that Nemaska Lithium Inc. is a publicly-traded corporation and that such Member is aware of the general nature of applicable securities laws, including securities laws which prohibit any Person who has material non-public information concerning a publicly-traded corporation from trading in securities of such corporation. Each Member acknowledges that he or she is aware that Confidential Information may consist of a Material Fact concerning Nemaska Lithium Inc. and its Affiliates. To that effect, each Member hereby agrees to use and process any such Confidential Information in full compliance with any applicable securities laws.
- 13.2 To prevent insider trading violations and avoid embarrassing situations for the Parties and the Members of the Whabouchi Implementation Committee, the Environment Committee or any committee established by the Whabouchi Implementation Committee pursuant to Subsection 10.8.1 of the Agreement, as the case may be, a Member is prohibited from trading in securities of Nemaska Lithium Inc. to the extent such Member is in possession of a Material Fact. It is the responsibility of each individual to ensure that he or she is not in possession of any Material Fact prior to executing a trade in Nemaska Lithium Inc.'s securities (including any options or derivatives concerning said securities).
- 13.3 Transactions that may be necessary or justifiable for independent reasons, including emergency expenditures and transactions planned before the Member learned the Material Fact, are not exceptions to the foregoing trading restrictions. Even the appearance of an improper transaction must be avoided to prevent any potential risk to Nemaska Lithium Inc. or the individual.
- 13.4 Violations of insider trading rules may be punishable by fines or imprisonment imposed by securities regulatory authorities.

Acknowledgement

I, (insert name of Member) hereby acknowledge that I have reviewed the Code of Ethics and that I understand its provisions. Furthermore, I attest that my membership does not place me in a conflict of interest and that I agree to abide by the terms of the present Code of Ethics at all times.

SIGNED: _____ this _____ day of _____ 20____

SIGNATURE: _____

PRINT NAME: _____