

PRIVACY AND CONFIDENTIALITY POLICY

2023



NOUVEAU MONDE GRAPHITE

1. ABOUT THE POLICY

The Privacy and Protection of Personal Information Policy (the “Policy”) sets out the commitment of Nouveau Monde Graphite Inc. (“NMG”) to comply with applicable privacy laws and regulations, including the Personal Information Protection and Electronic Documents Act (Canada) and the Act respecting the protection of personal information in the private sector (Québec) and establishes the necessary technical and organizational measures required for the proper handling of personal information pertaining to Persons Concerned.

This Policy applies to any person who visit our Website or which otherwise communicates with NMG, regardless of the means used.

This Policy does not extend to websites or any other services operated by third parties. NMG is therefore not liable for such third parties’ privacy policies, procedures and practices.

DEFINITIONS

“Person(s) Concerned” means an identified or identifiable individual to whom the Personal Information relates. “Personal Information” means any information about an individual that directly or indirectly identifies the individual. This information may, for example, include, but is not limited to, name, mailing address, e-mail address, IP address, telephone number, billing and financial information and recruitment information. “Privacy Officer” means the person at NMG responsible for the protection of Personal Information, who determines the purposes and means of the processing of Personal Information. “Website” means the NMG’s website accessible at the following domain: www.nmg.com.

COLLECTION OF PERSONAL INFORMATION

The collection of Personal Information is limited to what is reasonably required to fulfill the purposes for which the Personal Information is collected. Personal Information is collected by lawful and legitimate means in variety of ways, including directly from the Person Concerned on a voluntary basis and from third parties. For example, NMG collects Personal Information when a Person Concerned invests in NMG as a shareholder, contacts NMG by any means, subscribes to NMG’s newsletters, applies to supplying good and services and submits a job application. In addition, NMG may automatically collect Personal Information about a Person Concerned using the Website by employing online technologies to identify, locate or profile a Person Concerned. This may involve the utilization of cookies, log files or web beacons to retrieve certain information from the Person Concerned.

USE OF PERSONAL INFORMATION

NMG’s use of Personal Information is done with the consent of the Person Concerned for the following purposes or as otherwise identified at the time of collection or permitted by law:

- To analyze the data collected in order to improve user experience and manage the business activities of NMG.
- To provide services requested by the Person Concerned, such as keeping the Person Concerned informed of news through a mailing list.
- To manage the Website and facilitate its use through online technologies.
- To manage human resources functions, including processing job applications and resumes of the Persons Concerned.
- To manage business relationships with individuals within customers, suppliers and other external parties.
- To operate its business.
- To manage community, shareholder and investor relationships.
- To assert NMG's rights and ensure compliance with NMG's legal and regulatory obligations.

Where NMG relies on consent of the Person Concerned to use the Personal Data, the Person Concerned has the right to withdraw or decline its consent at any time, subject to the provisions provided by law.

DISCLOSURE OF PERSONAL INFORMATION

NMG may share and communicate Personal Information for the purposes described in this Policy and in accordance with applicable law to a select group of third parties and individuals within NMG. NMG may share the Personal Information (i) with its affiliates, (ii) with NMG's internal departments, in particular with the Privacy Officer and the departments in charge of external communications, human resources, customer and investor relations and information technology, and (iii) with third party organizations, such as information technology providers, professional advisors, business partners, securities exchanges, transfer agent, marketing platforms and other service providers.

NMG may also disclose and/or transfer Personal Information to a third party in the event of a proposed or actual purchase, sale, lease, merger, amalgamation, financing, joint venture, strategic partnership or any other type of acquisition, disposal, transfer, or financing of all or any part of NMG, or a part of the business or assets or shares of NMG. NMG reserves the right to disclose Personal Information to a third party if a law, regulation, search warrant, subpoena, or court order requires or authorizes NMG to do so.

NMG will only disclose Personal Information of a Person Concerned for other purposes if the Person Concerned consents or where NMG is required or authorized by law to do so. NMG does not sell or exchange for consideration any Personal Information it holds.

RETENTION OF PERSONAL INFORMATION

NMG retains Personal Information for as long as necessary to fulfill the purposes for which it was collected and for any other permitted ancillary purposes, except where otherwise required or permitted by law. Personal Information is kept secured and access is strictly limited those persons

who need to use it for the relevant purposes. Retention periods are based on business needs and Personal Information that is no longer needed is either irreversibly anonymized or securely destroyed.

NMG makes commercially reasonable efforts to ensure that Personal Information collected from Persons Concerned is protected against loss and unauthorized access. NMG implements security measures appropriate to the sensitivity of the Personal Information to protect the Personal Information against loss and unauthorized access. However, it is important to note that no method of transmission over the Internet or electronic storage can be guaranteed to be completely secure. Therefore, NMG cannot assure or guarantee the absolute security of any information the Person Concerned transmits or provides to NMG. The Person Concerned must be aware that such information may potentially be subject to access, disclosure, alteration, or unauthorized destruction due to breaches of NMG's physical, technical, or administrative safeguards. If a Person Concerned suspects any compromise to Personal Information, he or she should contact the Privacy Officer for assistance.

INTERNATIONAL TRANSFERS OF PERSONAL INFORMATION

In general, NMG stores, accesses and uses Personal Information in the Province of Québec. However, some of its service providers may access, process or store the Personal Information outside of the Province of Québec in the course of providing their services to NMG, including in the United States. Personal Information that is transferred outside the country of residence of the Person Concerned will be subject to the laws and jurisdiction in which it is situated.

RIGHTS OF THE PERSON CONCERNED

In accordance with applicable law, Persons Concerned have a right of access, a right to be de-index, a right to data portability, to rectification or to anonymization of Personal Information held by NMG upon request. Requests should be addressed to the Privacy Officer.

The Person Concerned may contact NMG directly to unsubscribe from the mailing list or to change his or her browser settings. Upon request, NMG may inform the Person Concerned of the Personal Information collected from him or her, the categories of persons who have access to this information, the length of time this information is retained and the contact information of the Privacy Officer.

NMG does not knowingly collect Personal Information from minor under the age of 16. If the Person Concerned is a minor under the age of 16 and Personal Information about the Person Concerned has been collected without the consent of the parent or legal guardian, as applicable, the parent or legal guardian should contact the Privacy Officer.

CHANGES TO THIS POLICY

NMG reserves the right to modify this Policy at any time without notice. The Policy posted via the Website shall be deemed to be the Policy then in effect and the date at the top of the Policy will be updated to reflect the date of effectiveness.

PRIVACY OFFICER

Any questions, requests, concerns or complaints relating to this Policy and how NMG manages Personal Information should be directed to the Privacy Officer at:

Address: 995 Wellington Street, Suite 240
Montréal (Québec) H3C 1V3
Canada

Email: legal@nmg.com

Any Person Concerned has the right to make a complaint at any time under the Act Respecting the Protection of Personal Information in the Private Sector. However, NMG would appreciate the chance to deal with the concerns before the Person Concerned approaches the relevant privacy regulator.

2. TERMS AND CONDITIONS OF USE

APPLICATION AND ACCEPTANCE

These terms and conditions shall govern your use of the website made available to you by Nouveau Monde Graphite Inc. (“NMG”) (hereinafter the “Site”). NMG invites you to carefully read every provision of these terms and conditions before you use the Site. Should you disagree with one or more of these provisions, NMG asks that you immediately stop using the Site.

Please note that NMG reserves the right to modify all or part of these terms and conditions at any time without notice, at its entire discretion, which modifications shall be effective as of the time they are posted on the Site. Accordingly, NMG encourages you to review these terms and conditions on a regular basis and to keep a copy of them for your records.

By using the Site, you agree to fully comply with these terms and conditions. You also agree not to use the Site for unlawful purposes or to do anything that could, directly or indirectly, interrupt or disrupt the proper functioning of the Site. NMG reserves the right to prohibit or restrict access to the Site by a user if it finds, at its entire discretion, that such user has breached these terms and conditions of use. Should NMG fail to enforce or to insist on the enforcement of any of these provisions, it shall in no event be construed as a waiver by NMG of any of its rights.

SITE CONTENT

All content and information on the Site are the property of NMG or of third parties that have granted it a licence. No part of the Site's content may be copied, manipulated, broadcast, reproduced, represented, published, downloaded, posted, transmitted, or distributed, in whole or in part, in any manner without the prior written authorization of NMG. You are authorized to download a copy of the Site on one computer only, for your personal and non-business use, provided that you (i) do not alter the copyright notices and other intellectual property notices, (ii) do not alter the content, (iii) do not use the content in a manner that suggests a connection with the products, services or trademarks of NMG, and (iv) acknowledge that you have no ownership rights or other rights of use to or in connection with the downloaded content.

PROHIBITED CONTENT

It is prohibited to transmit content on the Site that is likely to infringe the rights and freedoms of an individual or that is obscene, pornographic, insulting or intimidating, that violates the applicable intellectual property laws, or contravenes any other law that is in force. It is strictly prohibited to use the Site to solicit customers or to promote the sale of products or services, other than to the extent permitted by NMG. It is prohibited to use the e-mail service to transmit unauthorized or unsolicited messages, notably spam.

DEVELOPMENT OF SITE CONTENT

Our Site is provided to you without charge as a convenience and for your information only. Our Site and its content are provided "as is" and "as available". Information is believed to be accurate at the time it is posted, however, it may be superseded by subsequent disclosures. Although NMG uses reasonable efforts to ensure that the information appearing on the Site is free of inaccuracies, there is a possibility that the Site may contain typographical errors or omissions. To the fullest extent permissible under applicable law, NMG makes no warranties or representations as to the accuracy or reliability of the content of the Site or any external site. NMG shall not be liable for such inaccuracies or typographical errors or omissions, including in particular, but without limitation, any inaccuracy contained in information and/or materials presented on the Site or referred to on the Site.

The information on this Site is not intended to modify, qualify, supplement or amend information disclosed by or on behalf the NMG under corporate, securities or other legislation of any jurisdiction applicable to NMG and should not be used for the purpose of making investment decisions concerning NMG. NMG does not assume any duty of disclosure beyond that which is required by applicable law. No securities commission or other regulatory authority in Canada, the United States or any other country or jurisdiction has passed upon the information contained on the Site and no representation or warranty is made by NMG to that effect. NMG's public filings can be viewed on the SEDAR+ website at www.sedarplus.ca in Canada and on the website of the U.S. Securities and Exchange Commission (SEC) at www.sec.gov.

HYPertext LINKS

Please note that all links appearing on the Site directing you to third-party websites are made available to you as a courtesy and for reference purposes only. NMG exercises no control over the nature or content of such links. The incorporation of these links on the Site shall not be interpreted as a form of endorsement or guarantee by NMG of, among other things, the content, policies and advertising contained therein. Access to such links is at your own risk.

LINKS TO THE SITE INCORPORATED IN THIRD-PARTY WEBSITES

The third-party websites containing links to the Site shall not contain any material that is obscene, defamatory, in poor taste or susceptible of infringing the rights and freedoms of an individual, and shall carry content that is suitable for all age groups. NMG reserves the right to prevent third parties from posting links to the Site at any time, at its sole discretion.

INTELLECTUAL PROPERTY

The Site contains copyrighted material, trade names and trademarks, registered or unregistered, which are protected by Canadian and foreign laws, including, in particular, those listed below, which are the exclusive property of NMG or its affiliates:

No licence to use such intellectual property rights is granted to you by NMG.

LIMITATION OF LIABILITY

IN NO EVENT SHALL NMG BE HELD LIABLE FOR ANY DAMAGE, LOSS OR INJURY, DIRECT OR INDIRECT, CAUSED TO A USER IN CONNECTION WITH THE USE OR CONSULTATION OF THE SITE OR THESE TERMS AND CONDITIONS OR OTHER SITES LINKED TO IT. FURTHERMORE, NMG DOES NOT WARRANT OR GUARANTEE IN ANY MANNER THE ACCURACY OF THE INFORMATION APPEARING ON THE SITE OR ON EXTERNAL SITES TO WHICH IT REFERS AS WELL AS THE NORMAL AND UNINTERRUPTED OPERATION OF THE SITE. BY USING THE SITE, YOU ASSUME FULL RESPONSIBILITY FOR THE RISK OF DAMAGE, LOSS OR INJURY THAT MAY RESULT, DIRECTLY OR INDIRECTLY, FROM SUCH USE. IT IS UP TO THE USER TO TAKE REASONABLE PRECAUTIONS TO PROTECT HIS OR HER COMPUTER FROM VIRUSES AND TO KEEP A BACKUP COPY OF HIS OR HER FILES BEFORE DOWNLOADING INFORMATION FROM THE SITE.

LIABILITY OF MINORS

If you allow a minor to use the Site, you assume full liability for the minor's conduct and use of the Site. IF YOU ARE A MINOR, YOU MUST OBTAIN THE PERMISSION FROM YOUR PARENT OR YOUR LEGAL GUARDIAN, AS APPLICABLE, PRIOR TO ANY USE OF THE SITE.

INDEMNIFICATION

You hereby agree to indemnify, hold harmless and release NMG, its directors, officers, employees, agents, representatives, mandataries and affiliates, in connection with all actions, claims, proceedings, liability, damages, penalties or expenses of any kind whatsoever (including the fees of its legal counsel) related directly or indirectly to your use of the Site, arising out of your breach of these terms and conditions, or resulting from any act or negligence on your part, including in particular, but without limitation, any infringement of the intellectual property rights of any person.

In the event any such action, claim or proceeding is brought against NMG or its liability is asserted in connection with damages, penalties or expenses of any nature whatsoever, NMG may, on the terms set out in a notice of a reasonable period of time sent to you, require you to cooperate fully with it in its defence and in the contestation of such action, claim or proceeding, at your expense.

COOKIES

The Site uses certain cookies. Cookies are files that a Web server installs on your computer, which may be retrieved by that server on subsequent visits. A cookie may be used for authentication purposes, or to store your preferences, passwords or usernames related to a given website as well as commercial information. For more information concerning the use of cookies on the Site, NMG invites you to consult its Privacy Policy.

PROTECTION OF PERSONAL INFORMATION

NMG is committed to respecting your right to the protection of your personal information. When you use the Site, you can be assured that any information you share with NMG is subject to rigorous confidentiality standards. In this regard, you may consult NMG's Privacy Policy, which forms an integral part of these terms and conditions of use of the Site.

DO NOT RELY ON STOCK PRICE INFORMATION

We do not generate the information regarding NMG stock price quotes or historical stock price data for our Site and the quotes are delated. You should not rely on the stock prices quotes or historical stock price data for investment purposes. If you are contemplating trading in the securities of NMG, we strongly advise you seek independent professional advice before making any investment decision. NMG makes no representation or warranty regarding the adequacy, accuracy, timeliness or completeness of the information provided herein. Under no circumstances, will we be liable for any inaccuracies or omissions in any such information or data, any delays or errors in the transmission thereof, or any loss or direct, indirect, incidental, special or consequential damages caused by reliance on this information or the risks arising from the stock market.

APPLICABLE LAW

The interpretation, validity and enforcement of these terms and conditions are subject to the applicable laws of the Province of Québec, Canada. In addition, by using the Site, you agree to be subject to the jurisdiction of the courts of law of the judicial district of Montréal, in the Province of Québec, Canada, and waive raising any lack of jurisdiction.

LANGUAGES

In case of any discrepancy between the French and English versions of these terms and conditions, the English version shall prevail.