

# Exhibit - Company Prohibition on Certain Substances, Items, and Activities



**Revision date:** 12/10/2025

## 1. Definitions

As used in this Exhibit, the following terms have the meanings set out below:

**Company Premises** is used in its broadest sense and includes all land, property, buildings, parking lots, recreation areas, drilling rigs, structures, installations, areas of embarkation or disembarkation (such as landing areas or docks), boats, planes, helicopters, cars, trucks and other means of conveyance owned by or leased to Company or any of its Affiliates or to contractors or their subcontractors who are performing work for Company (e.g., seismic locations).

**Contractor Group Personnel** includes officers, directors, personnel, and Invitees of any of the members of Contractor Group.

**Substance** includes alcohol; controlled substances; illegal drugs; prescribed and over-the-counter medication; substances that an individual may not manufacture, distribute, dispense, possess or use under U.S. law; and any other substances that may be introduced into the body that may alter an individual's mood, perception, coordination, response, performance, or judgment.

**Weapons** means any item designated, manufactured, intended, or appearing to be for use primarily as a weapon, including sport weapons.

## 2. Mandatory Prohibitions

- 2.1. In addition to the requirements of Section 3.2 of this Exhibit, Contractor shall prohibit the consumption, use, manufacture, dispensation, possession, distribution, promotion, provision, purchase, sale, transportation, concealment, transfer, storage or similar transaction in or of any Substances by Contractor Group Personnel while performing Work or while on Company Premises, other than proper use of prescription and over-the-counter medication used in accordance with their directions and limitations.
- 2.2. Contractor shall prohibit the use, manufacture, possession, transportation, purchase, sale, storage or similar transactions in or of firearms (where it is legally permissible to prohibit possession, storage, or transportation of firearms), explosives or other Weapons by any Contractor Group Personnel while performing Work or while on Company Premises.
- 2.3. Contractor shall prohibit all Contractor Group Personnel from removing food, supplies, tools or other Company property or the personal property of others not authorized by an appropriate Company representative or the property's owner for removal from Company Premises.

## 3. Contractor's Responsibilities

- 3.1. Contractor is solely responsible for ascertaining, maintaining, and monitoring the Substance-free status of all Contractor Group Personnel who enter Company Premises or perform Work. If Contractor intends to meet this obligation by means other than Substance testing, Contractor shall so inform Company. Contractor, with at least thirty (30) days' notice from Company, may be required to enroll and remain an active participant in a drug testing program or consortium. Contractor shall bear the costs of participation of Contractor Group Personnel in any Substance abuse testing program. Contractor shall not assign any Contractor Group Personnel to the Work (i) whom Company has previously barred from the Work; or (ii) who have violated the provisions of this Exhibit or any other Company policy provided to Contractor.

- 3.2. Contractor shall be responsible for informing all Contractor Group Personnel assigned to the Work or entering Company Premises of Company's prohibitions pertaining to Substances and of Company's rights under this Exhibit. Contractor shall prohibit personnel of members of Contractor Group from reporting for duty or remaining on duty with respect to Work if they are under the influence of any Substance which could in any way adversely affect their job performance or their ability to perform their job safely. Contractor shall further instruct all personnel of members of Contractor Group that they are required to obtain the information necessary to determine whether the use of any prescribed or over-the-counter medications may negatively affect their work performance or the ability to perform their job safely.
- 3.3. Contractor shall inform all Contractor Group Personnel that a person's privilege of entering onto or remaining on Company Premises is conditioned upon such person consenting to searches of vehicles, lockers, desks, etc., and other personal effects by Company, its designee, or appropriate law enforcement officials. Searches will be conducted at the discretion of Company and may utilize dogs. Searches may focus upon Substances and Substance-related paraphernalia, but may not be limited to such items. If any of Contractor Group Personnel chooses not to participate in a search, they will be escorted off the Company Premises and barred from Company Premises and further involvement in the Work.
- 3.4. Contractor shall perform or cause to be performed all actions necessary for compliance with any Federal, State or local laws or regulations pertaining to Substances and related issues.
- 3.5. If Work is covered by any Federal, State or local laws or regulations, including those listed below and any that may be enacted after the Effective Date, Contractor shall perform all testing and provide all education, training and other functions for all personnel of members of Contractor Group as mandated by such laws or regulations to the extent the laws or regulations are applicable to the Work.

DOT Anti-Drug Program for Specified Aviation Activities - currently 14 CFR §§ 61, et al

DOT Programs for Chemical, Drug & Alcohol Testing of Commercial Vessel Personnel -currently 46CFR §§ 4, 5, 16

DOT Drug-Free Workforce Regulations - currently 48 CFR §§ 223, 252

DOT Procedures for Transportation Workplace Drug Testing Programs - currently 49 CFR § 40

DOT Control of Drug Use in Natural Gas, LNG, & Hazardous Liquid Pipeline Operations - currently 49 CFR § 199

DOT Federal Railroad Administration, Alcohol/Drug Regulations - currently 49 CFR §§ 217, 219, 225

DOT Federal Highway Administration Controlled Substances Testing - currently 49 CFR §§ 391, 394

DOT Control of Drug Use in Mass Transportation - currently 49 CFR § 653

Drug-Free Workplace Act of 1988 - 41 USC §§ 701-707

- 3.6. If personnel of members of Contractor Group will perform Safety-Sensitive (SS) duties (as defined in Section 3.6.1(b) below) that are not covered by Section 3.5 of this Exhibit, Company may require Contractor to develop or implement a Substance Abuse program or to modify its existing program to meet Company's Minimum Requirements, including pre-employment, random, post-accident, and reasonable suspicion Substance testing. Company may accept a Substance Abuse program that is fully compliant with a published industry guideline (e.g., OGP, iDATIA, IPIECA, IFDAT, etc.).

- 3.6.1. As used in this Section 3.6, "**Company's Minimum Requirements**" are:

- a. Within ninety (90) days before personnel of members of Contractor Group perform Work on Company Premises, Contractor shall conduct pre-employment testing of all personnel assigned to perform Safety-Sensitive duties. Such pre-employment testing may be waived if the person has a negative drug test result on record with Contractor and has continuously been enrolled in an acceptable random testing program with Contractor.
- b. At least 25 percent (25%) of personnel of members of Contractor Group assigned to or available to perform Safety-Sensitive (SS) duties must be randomly tested for drugs and alcohol each calendar year, with testing spread reasonably over a 12-month period.

**Safety-Sensitive definition:** Any position (including positions involving construction, operations, maintenance, and emergency response functions) of which the duties, if improperly performed, could reasonably be expected to result in an event that would substantially and adversely impact (i) the safety of the position holder or others, (ii) the community, or (iii) the environment.

- c. At minimum, Contractor's drug testing panel must mirror the Department of Transportation (DOT) test panel of cocaine, marijuana, opiates, phencyclidine, and amphetamines (including MDMA), and Contractor must update its test panel to correspond with any subsequent updates made by DOT. Further, to correspond to Company testing requirements, Contractor must include alcohol testing in its Substance Abuse program.
- d. Testing shall be conducted as specified in 49 CFR § 40, the DOT Procedures for Transportation Workplace Drug Testing Programs, or its successor regulations. Alternative testing methods may be used provided that: the test device is FDA-approved; a SAMHSA-certified laboratory is used for analysis; a Medical Review Officer (MRO) reviews all test results; and collectors are trained according to the test device manufacturer's recommendations.
- e. Contractor shall make all reasonable efforts to conduct (i) post-accident alcohol tests within two (2) hours (and in any event with no more than eight (8) hours) after any accident or incident; and (ii) post-accident drug tests within thirty-two (32) hours after any accident or incident.
- f. Contractor shall make all reasonable efforts to conduct (i) reasonable suspicion alcohol tests within two (2) hours (and in any event with no more than eight (8) hours) after identifying a possible violation of this Exhibit; and (ii) reasonable suspicion drug tests within thirty-two (32) hours after identifying a possible violation of this Exhibit.

3.6.2. Contractor shall allow Company or its designee to have access to Contractor's property and program records for the purposes of auditing the records to ensure Contractor's Substance program is in compliance with this Exhibit.

3.6.3. Company may require, and Contractor shall provide, documentation in lieu of or in addition to access to Contractor's property and records as noted above for the purpose of ensuring compliance with this Exhibit.

## 4. Company's Rights

- 4.1. Company reserves the right to turn over to appropriate law enforcement authorities any Substances or Substance-related paraphernalia found on Company Premises.
- 4.2. Company reserves the right to bar from Company Premises and the Work any of Contractor Group Personnel: (i) for whom Contractor cannot establish Substance-free status to Company's satisfaction; (ii) whose involvement

with unauthorized, prohibited, illegal or controlled Substances becomes known to Company; or (iii) who has committed a violation of this Exhibit or of any other Company policy.

- 4.3. If Company notifies Contractor it has reason to believe that any of Contractor Group Personnel is in violation of any provision of this Exhibit, Company may direct Contractor to remove such person from the Work and Company Premises. No such person shall be permitted to return to the Work or Company Premises until (i) such person has undergone a medical examination which establishes to the satisfaction of Company that such person's condition was not a result of the use of Substances; or (ii) Company has been provided with other evidence satisfactory to Company that such person's actions were not in violation of the provisions of this Exhibit.
- 4.4. Company reserves the right to revise this Exhibit from time to time. Any revision to this Exhibit will become effective thirty (30) days after the date of Company's notice to Contractor of such revision. Contractor shall be responsible for communicating such revisions to all Contractor Group Personnel and shall revise its own program to bring it into compliance with Company's revised requirements. Contractor shall also review its own program from time to time, regardless of notice from Company, so as to be continuously in compliance with Applicable Laws.
- 4.5. Should Contractor fail to comply with the prohibitions and the provisions of this Exhibit, such failure shall be considered a substantial and material breach of the Agreement and the applicable Call-Off Order.

The Company establishes programs, policies, and procedures appropriate to the business needs and requirements of its various operations and organizations ("Policies"). Different Policies than those shown here may apply to subsidiary company employees based on business needs, local customs, contractual agreements, or legal requirements. The Company reserves the right to change, amend, or terminate any of the Policies at any time, without notice, subject to applicable law and/or the terms of any applicable collective bargaining agreement or contract. This information is not intended to supersede applicable local, state, or federal law or the terms or provisions of any current collective bargaining agreement. In the event of conflict, the law or collective bargaining agreement shall prevail. If there are any discrepancies or conflicts between this information and the terms of the official Policies or any underlying insurance contracts, the official Policies and insurance contracts will control your actual benefits. Employees should confirm that the Policies accessed here apply to them and/or their organization before taking any actions.