

# Exhibit – Pollution/Waste Disposal and Clean-Up of Worksite



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

## 1. Definitions

- 1.1 "Company Policies" means all current Health, Safety, and Environmental (HSE) policies endorsed by Company, including the L48 HSE Management System, the L48 HSE Handbook, L48 HSE App, and the ConocoPhillips If Contractor or any other member of Contractor Group releases a "Reportable Quantity" of oil or a hazardous substance, as those terms are defined by applicable federal or state regulations, Contractor shall immediately notify Company orally and in writing. Contractor shall also notify the Governmental Authorities and other persons which are required to be notified in accordance with Applicable Laws, in the manner and within the time required thereby.
- 1.2 If Contractor or any other member of Contractor Group releases the Reportable Quantity at or near a facility operated by Company, Contractor agrees, insofar as reasonably possible, to coordinate the notification of the agencies with Company. For all other spills, leaks and releases of oil or other hydrocarbons, hazardous substances, or waste during or resulting from operations and work under Call-Off Orders, Contractor shall immediately report to Company with confirmation to be provided in writing promptly thereafter.
- 1.3 Such written report shall include details as to the time, location, amount of spillage, leak, or release, and type of incident as well as Contractor's proposal for handling the incident. Any such spill, leak, or release shall be handled and cleaned up at Contractor's expense to Company's reasonable satisfaction.
- 1.4 Contractor shall conduct, and cause the other members of Contractor Group to conduct, all operations under this Agreement and any Call-Off Order, including handling, management, and disposition of any solid and liquid wastes and hazardous substances and materials introduced or generated by Contractor or any of the other members of Contractor Group (including any paints, solvents, cleaners, fuels, lubricants, waste oil, construction/ demolition wastes, and other substances), in strict compliance with Applicable Laws and permits pertaining to pollution and waste disposal including regulations applicable to inland waters. Contractor shall not store, accumulate, dispose of, or treat any hazardous waste, radiological waste, or industrial waste of any kind on Company's premises or Worksite and shall not dispose or permit disposal of waste, trash, garbage, and sewage in any form on the premises or into any waters on the premises. All storage of fluids having the potential to damage the environment shall include provisions for spillage containment and clean-up.
- 1.5 Contractor shall have available at all times sufficient stocks of equipment and materials to support prompt and efficient mitigation of any spillages or discharges of any environmentally damaging materials, including hydrocarbons, paints and thinners, waste materials, chemicals and refrigerants.

## 2. Contractor shall, in addition, comply with the following relating to clean-up of Worksites:

- 2.1 Contractor shall keep each Worksite clear of debris and any excess materials and equipment. Upon completion of the Work, Contractor shall clean up the Site to Company's reasonable satisfaction. In the event Contractor fails to satisfactorily clean up the Site, Company shall have the right, at Contractor's expense, to perform the clean-up or to cause it to be performed.
- 2.2 If Contractor or any other member of Contractor Group is providing transport of non-hazardous solid waste, trash or debris from Company premises, no commingling of waste from sources and sites other than those of Company and Company's Affiliates shall take place during transport without the written consent of Company. Under no circumstances shall hazardous wastes be commingled with non-hazardous wastes. Contractor shall not accumulate, store, transport, treat, recycle, reuse or dispose of any hazardous waste, radiological waste or industrial waste of any kind belonging to Company unless Company and Contractor agree to the terms of a separate written waste management agreement for such purposes, which has been executed by authorized representatives of both Parties.

3. Contractor shall provide, and cause Subcontractors to provide, access to records and information and cooperate with any investigation which Company may elect to undertake in regard to any spill, leak, release, clean-up or other matter covered by this Exhibit. Nothing herein shall be construed or is intended to require investigation or supervision on the part of Company.
4. Title to and legal responsibility for any solid and liquid wastes and hazardous substances and materials introduced or generated by Contractor or a Subcontractor in performance of Work shall vest exclusively in Contractor from the moment of creation.

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.