

EXHIBIT C – COMPANY PROHIBITION ON CERTAIN SUBSTANCES, ITEMS, AND ACTIVITIES

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.

EXHIBIT C-1 – OPTIONAL DRUG AND ALCOHOL TESTING FOR POST-ACCIDENT AND REASONABLE SUSPICION

1. DEFINITIONS

- 1.1 **'Designated Employer Representative'** shall mean a supervisor or human resources representative appointed by Contractor who has the authority (1) to make Post-Accident Drug and Alcohol Testing and/or Reasonable Suspicion Drug and Alcohol Testing requests on behalf of Contractor; and (2) to receive test results.
- 1.2 **'Drug and Alcohol Testing'** shall mean Contractor's drug and alcohol testing policies and procedures.
- 1.3 **'Post-Accident'** shall mean Contractor's determination that performance of its personnel either contributed to an Accident or cannot be completely discounted as a contributing factor to the Accident. As used herein, 'Accident' shall mean an incident or accident in connection with Contractor's performance of Work under an existing Call-Off Order which directly results in a person being killed, a person receiving an injury requiring medical treatment, beyond first aid, at the Kuparuk or Alpine clinics and/ or requiring hospitalization, damage to the environment, or damage in excess of \$50,000 to Company, private, or public property.
- 1.4 **'Reasonable Suspicion'** shall mean Contractor's reasonable suspicion that its personnel are not in compliance with Contractor's DOT and non-DOT drug and alcohol policy or policies.
- 1.5 Capitalized terms not otherwise defined in this Exhibit shall have the meanings ascribed to them in the Agreement.

2. GENERAL PROVISIONS

- 2.1 **Applicability.** The terms and conditions set out in this Exhibit apply to all Work performed by Contractor personnel at the Kuparuk or Alpine Fields.
- 2.2 **Post-Accident and Reasonable Suspicion Determinations.** Contractor shall independently make all Post-Accident and Reasonable Suspicion determinations. For the avoidance of doubt, Company will not make, aid, or participate in any of Contractor's Post-Accident or Reasonable Suspicion determinations. However, Company reserves the right, per Section 3.3 of the Exhibit entitled 'Company Prohibition on Certain Substances, Items and Activities' to request removal of any Contractor personnel it suspects is in violation of Exhibit C.
- 2.3 **Drug and Alcohol Testing Not Mandatory.** Contractor, in its sole discretion, may request assistance from Company to conduct Post-Accident Drug and Alcohol Testing and/ or Reasonable Suspicion Drug and Alcohol Testing. Contractor is under no obligation to request testing assistance from Company.
- 2.4 **Drug and Alcohol Testing Requests.** If Contractor does not have a certified drug and alcohol collector on-site at the Kuparuk or Alpine Fields, Contractor may request that Company assist with the Post-Accident Drug and Alcohol Testing and/ or the Reasonable Suspicion Drug and Alcohol Testing on Contractor's behalf at the Kuparuk or Alpine clinics. Company does not guarantee or warrant that it will grant any of Contractor's Post-Accident Drug and Alcohol Testing requests and/ or Reasonable Suspicion Drug and Alcohol Testing requests. Contractor acknowledges and agrees that Company can deny Contractor's testing requests for any reason or for no reason.
- 2.5 **Drug and Alcohol Testing Conditions.**

- 2.5.1 Designated Employer Representative shall make all Post-Accident Drug and Alcohol Testing and/ or Reasonable Suspicion Drug and Alcohol Testing requests in writing to the Kuparuk or Alpine clinic. The written request must (1) identify the individual to be tested; (2) verify that the individual is employed by Contractor; (3) verify that Contractor does not have a certified drug and alcohol collector on-site at the Kuparuk or Alpine fields; (4) verify that a Post-Accident determination consistent with the definition in Section 1.3 and/ or Reasonable Suspicion determination has been made; and (5) verify that the individual is performing Work on Company's premises under an existing Call-Off Order.
- 2.5.2 At the time of testing, Designated Employer Representative shall provide the Kuparuk or Alpine clinic with Contractor's specific drug and alcohol testing forms. Contractor's testing forms shall identify the Designated Employer Representative by name, address, and phone number. If applicable, the form shall also state whether the Contractor's DOT and/ or non-DOT drug and alcohol testing policies apply.
- 2.5.3 Contractor shall, at its sole cost, provide the Kuparuk or Alpine clinic with a urine drug collection kit with packaging and shipping labels for the urine drug test.
- 2.5.4 The Kuparuk and Alpine clinics will not keep or store Contractor's drug testing forms or urine drug collection kits.

2.6 **Drug and Alcohol Testing Results.**

- 2.6.1 Breath alcohol test results will only be provided to Designated Employer Representative. The collector shall maintain all collection records in accordance with the DOT requirements.
- 2.6.2 Drug test results will be sent directly to the Designated Employer Representative by the testing laboratory. The collector shall maintain all collection records in accordance with the DOT requirements. Company shall not accept, maintain or store records of the drug test results.

2.7 **No Cost to Contractor.** If Company assists with Post-Accident Drug and Alcohol Testing and/ or Reasonable Suspicion Drug and Alcohol Testing on Contractor's behalf at the Kuparuk or Alpine clinics, Company shall not charge Contractor a fee for these services.

2.8 **Indemnification.** Contractor shall Indemnify each of the members of Company Group from and against any and all Claims arising out of or related in any way to Company's assistance with or decision not to assist with Post-Accident Drug and Alcohol Testing and/ or Reasonable Suspicion Drug and Alcohol Testing on Contractor's behalf regardless of the timing or nature or style of such Claims and regardless of the identity of the claimant, including third parties, Contractor, Contractor's officers, directors, or personnel, and their respective representatives, agents, heirs, beneficiaries, assigns, and family members.