

FIELD SERVICE CONTRACT
TERMS AND CONDITIONS

PREAMBLE

This Field Service Contract consists of this document (comprising the Preamble and the Articles); and the following Exhibits attached hereto and made a part of this Field Service Contract for all purposes (including any drawings, specifications, and documents referred to in such Exhibits, all of which by such reference are incorporated into and made part of this Field Service Contract):

- Exhibit A Alaska Specific Remote Site Requirements
- Exhibit B Alaska Specific Health, Safety, and Environment Requirements
- Exhibit C Company Prohibition on Certain Substances, Items, and Activities
- Exhibit C-1 Optional Drug and Alcohol Testing for Post-Accident and Reasonable Suspicion

For the purposes of clarity, any reference to "Call Off Order" in the above Exhibits means "Field Service Contracts".

1. DEFINITIONS

When used in this Field Service Contract, the following capitalized terms have the meanings specified in this Article 1.

"Affiliate" means any entity (including any corporation, limited liability company, partnership, or joint venture) controlled by, under common control with, or controlling the entity in relation to which the term "Affiliate" is used, with "control" being defined as owning, directly or indirectly, fifty percent (50%) or more of the assets or the outstanding shares having voting rights, or otherwise having the right, by contract or otherwise, to control the operation, management, or policy of such entity.

"Applicable Laws" means all national, federal, state, provincial, and local laws (including statutes, decrees, edicts, codes, orders, judgments, judicial decisions, rules, ordinances, proclamations, by-laws, regulations, and executive orders of, and the terms of any licenses, leases, rights of way, permits, or authorizations issued by, any local, municipal, national, or other duly constituted Governmental Authority) that are applicable to the Work, Worksites, and the persons in relation to whom the term is used.

"Claims" means any of the following, including any combination thereof: causes of action (*in rem or in personam*) claims, assertions, demands, allegations, proceedings, suits, losses, liabilities, fines, penalties, costs, damages, judgments, assessments, awards and expenses, including court costs and reasonable attorneys' fees, and sums paid by way of settlement and compromise, and applicable interest on any of the foregoing.

"Company" means ConocoPhillips Alaska, Inc. or its Affiliate identified as such on the first page of this Field Service Contract.

"Company Group" means (i) Company and its Affiliates; (ii) Coventurers in relation to the Work and their Affiliates; (iii) Company's other contractors (other than members of Contractor Group) and their subcontractors of any tier who are engaged directly or indirectly by Company to provide work or services for the project to which the Work relates or are otherwise present at a Worksite during Contractor's performance of the Work, and their Affiliates; and (iv) the respective agents of any of the entities addressed in (i) through (iii) above; all the foregoing being "members of Company Group".

“Contractor” means that company, partnership, business, or legal entity identified as such on the first page of this Field Service Contract.

“Contractor Group” means any or all of: (i) Contractor and its Affiliates; (ii) subcontractors and any of their respective Affiliates; (iii) the respective agents of any of the entities addressed in (i) and (ii) above; all the foregoing being “members of Contractor Group”.

“Coventurer” means any entity having an interest in a joint venture, consortium or other joint association with Company (and being a party to the related joint operating agreement, unit operating agreement, joint venture agreement, production sharing agreement, or other agreement governing operations) on behalf of which the Work is being performed, and the successors and assigns of such entity.

“Governmental Authority” means the government of any country, province, region, state, or territory, or any political subdivision thereof, claiming, having, or exercising jurisdiction over Company, any of the members of Contractor Group, any Worksite, or the Work, including all agencies, instrumentalities, and political subdivisions of, and entities controlled or commissioned by, such government; any judicial, executive, legislative, administrative, police, military, or regulatory body of any government or political subdivision thereof; and any official of any of the foregoing.

“Including”: the terms “including”, “include”, “such as”, “in particular”, and the like are deemed to be completed by the expression “but not limited to”, and are to be construed without limitation.

“Indemnify” means indemnify, defend, release, and hold harmless; and terms such as “Indemnified”, “Indemnifying”, “Indemnification”, “Indemnity” and “Indemnitee” have appropriately correlative meanings and are to be construed accordingly.

“Invitee” means (i) with regard to Company Group, any person whose presence at a Worksite is at the invitation of Company or another member of Company Group but who is not, directly or indirectly, under contract or subcontract with Company; and (ii) with regard to Contractor Group, any person whose presence at a Worksite is at the invitation of Contractor or another member of Contractor Group but who is not, directly or indirectly, under contract or subcontract with Contractor. Provided, however, that Governmental Authorities or other persons whom a party is required by Applicable Laws to allow to enter upon a Worksite are not considered Invitees of either party.

“Legal Fault” means negligence or other tort liability, breach of contract or warranty, strict liability, product liability, or any failure to act in accordance with legal or regulatory requirements.

“Personal Injury” means any injury suffered by a natural person including death, sickness, ill health, disease, mental anguish, and mental distress.

“Personnel or “personnel” means, in relation to an entity, such entity’s permanent, part-time, special, seconded, contract, or temporary staff, whether its employees or otherwise, as well as (i) employees of such entity’s Affiliates who are providing services to such entity in relation to the Work; and (ii) individuals engaged to act for such entity in a consultancy or similar role and who work under its direct control.

“Site” means any location owned, solely or jointly, or controlled by Company or its Affiliates where any part of the Work is to be performed.

“Work” means all elements of the activities to be performed by or on behalf of Contractor together with everything else that may be reasonably inferred from this Field Service Contract as needing to be done by or on behalf of Contractor in order for Contractor to fulfill all its duties, obligations, and responsibilities under this Field Service Contract, as detailed and described in the Field Service Contract to which these Terms and Conditions are attached.

“Worksite” means any location at which Work is performed, including each applicable Site.

2. INDEPENDENT CONTRACTOR

Contractor shall perform all Work as an independent contractor, but always in compliance with this Field Service Contract. Contractor is fully responsible for and has exclusive direction and control of its Personnel, and of the other members of Contractor Group and their respective Personnel, and shall control the manner and method of carrying out the Work. Nothing in this Field Service Contract is to be construed to create (i) between Company and Contractor the relationship of partnership; joint venture; fiduciary and beneficiary; or principal and agent; or (ii) any relationship between Company and Personnel of any of the members of Contractor Group and Company, including that of employer and employee, or principal and agent. Contractor shall Indemnify the members of Company Group from and against any and all Claims arising out of or related to this Article 2. Contractor and the other members of Contractor Group and their respective officers, directors, and Personnel have no authority to incur any debt, liability, or obligation, or to make any commitments, on behalf of Company for any purpose; and none of them is to hold itself out as having such authority.

Any provision in this Field Service Contract or any document in relation thereto whereby Company or any of its officers, Personnel, or agents would appear to have the right to direct Contractor or other members of Contractor Group as to the manner of performing the Work is intended and is to be interpreted as meaning that Contractor should follow the wishes of Company as regards the results to be achieved and not the specific means whereby the Work is to be accomplished.

3. PROSECUTION OF WORK

Contractor, in a good and workmanlike manner and to the satisfaction of Company, shall furnish all supervision, labor, equipment, materials, tools, supplies, and incidentals, except as specified herein to be provided by Company, and do all things necessary to perform the Work required herein when and as required by this Field Service Contract. Before starting Work, Contractor shall make a thorough inspection of the Worksite to determine the difficulties and hazards incident to the Work. Contractor shall provide continuous adequate protection of the Work, Company property, and adjacent property, and take all necessary precautions for the safety of all persons at the Worksite. All Work hereunder is to be performed by personnel experienced and highly skilled in their profession and in accordance with the highest applicable standards of workmanship. Contractor is responsible for the professional quality, timeliness, safety, coordination, and completeness of the Work. All materials furnished by Contractor are to be new and of the quality and type specified. No substitutions may be made without specific prior written approval of Company.

4. INSPECTION AND RECORDS

Company may inspect at any reasonable time the Work to determine that it is properly performed, and Contractor shall, upon request, furnish copies of any license, permit, bond, report, certificate or other document maintained, compiled, or required by any governmental authority for performance of Work hereunder. Any inspection or lack of inspect by Company does not in any manner relieve Contractor of any of its obligations hereunder. Contractor shall maintain a true and correct set of records pertaining to all Work performed hereunder, and Company has the right to inspect or audit such records of at any reasonable time during the term of this Field Service Contract and for a period of four years from and after the completion of the Work. Contractor shall cooperate with Company during such inspections or audits, and Company has the right to obtain statements from Contractor's personnel in the course of such inspections or audits.

5. TERMINATION

Company may terminate this Field Service Contract at any time for any reason by giving written notice to Contractor. Contractor shall stop all Work so terminated when specified by Company. Company will pay Contractor for all Work satisfactorily performed to the time of termination and all actual and substantiated costs incurred by Contractor as a consequence of such termination. In no event will Company be liable to pay any lost or unearned profit, bonus, damage, or other Claim for Work terminated or not performed for any reason. Termination will be without prejudice to the other legal or equitable remedies which may be available to Company.

6. PRICING

Company will pay Contractor in accordance with this Field Service Contract, for Work properly performed under the Field Service Contract. All rates and prices set forth in this Field Service Contract (i) are fully inclusive and provide for Contractor's due fulfillment of all its obligations connected with the Work, as provided herein; (ii) unless expressly provided otherwise, will remain in effect and not be subject to change for the entire term of this Field Service Contract. Any item for which there is not a specific rate or price, or which is not otherwise expressly identified as being separately remunerable is not chargeable to Company but deemed to have been provided for in the rates and prices set forth herein this Field Service Contract. Any changes to remuneration and time schedule will be set out in a written revision in the form of a "Change to Field Service Contract."

7. INVOICING AND PAYMENT

Invoices are to be prepared in the form and manner requested by Company and to be submitted upon Contractor's completion and Company's acceptance of Work, unless otherwise directed by Company. All invoiced amounts are to be itemized in the detail required by Company and certified by Contractor as constituting allowable charges hereunder. Invoices for items to be reimbursed based on Contractor's actual costs are to be accompanied by original invoices verifying payment of such costs. Where Contractor's costs require prior approval and/or subsequent verification by Company, evidence of such approval and/or verification and any other support document are to be submitted by Contractor with its invoice. Conditioned upon satisfactory completion of Work, Company will pay all amounts due within thirty (30) days after receipt of Contractor's invoice, except that if Company disputes in good faith any amounts invoiced, Company will notify Contractor of the dispute and will withhold payment until the dispute is resolved. The Parties are to endeavor to settle and adjust such disputed amount forthwith. Company may set off against payments due Contractor any amount due and owing Company by Contractor for any reason. Any payment made by Company does prevent Company from filing Claims or prejudice its right to recover the amount of such claims however they may have arisen, including, without limitation, any sums paid Contractor by mistake of law or of fact. Notwithstanding anything to the contrary herein, payment to Contractor is not to be construed as acceptance or evidence of approval of the Work.

8. WORK SAFETY

Contractor is solely responsible for the work safety and industrial hygiene of any members of Contractor Group and their respective Personnel in relation to the Work. Contractor shall comply and shall require the other members of Contractor Group and their respective Personnel to comply with Company's Site/location-of-work specific Health, Safety, and Environmental ("HSE") requirements and with all applicable Company and Contractor programs, rules, and policies, including those covering health, safety, environmental matters, and camp and Worksite and/or Site rules and policies. Company reserves the right to suspend Work if, in Company's opinion, it is not safe for the Work to continue. Contractor shall

immediately report to Company any safety or environmental incident and all accidents or occurrences resulting in Personal Injury or property damage.

9. RISK STRUCTURE

9.1 **CONTRACTOR SHALL INDEMNIFY THE MEMBERS OF COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS WITH RESPECT TO (I) PERSONAL INJURY OF ANY OF THE OFFICERS, DIRECTORS, PERSONNEL, OR INVITEES OF ANY OF THE MEMBERS OF CONTRACTOR GROUP; (II) LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY OF ANY OF THE MEMBERS OF CONTRACTOR GROUP OR OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PERSONNEL, OR INVITEES; AND (III) LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY OF COMPANY OR COMPANY'S AFFILIATES OR SUCH COVENTURERS, TO THE EXTENT ARISING OUT OF OR RESULTING FROM LEGAL FAULT OF ANY OF THE MEMBERS OF CONTRACTOR GROUP OR THEIR RESPECTIVE OFFICERS, DIRECTORS, PERSONNEL, OR INVITEES . PROVIDED THAT (A) CONTRACTOR'S MAXIMUM LIABILITY FOR SUCH LOSS, DESTRUCTION, OR DAMAGE PURSUANT TO (III) ABOVE SHALL NOT EXCEED ONE MILLION UNITED STATES DOLLARS (US\$ 1,000,000) PER OCCURRENCE, AND SUBJECT TO CONTRACTOR FULFILLING ITS INDEMNIFICATION OBLIGATION IN RESPECT THEREOF, COMPANY SHALL INDEMNIFY THE MEMBERS OF CONTRACTOR GROUP FROM AND AGAINST CLAIMS IN RESPECT OF SUCH LOSS, DESTRUCTION, OR DAMAGE TO THE EXTENT THEY EXCEED ONE MILLION UNITED STATES DOLLARS (US\$ 1,000,000) PER OCCURRENCE; AND (B) THIS ARTICLE 9.1 SHALL NOT LIMIT ANY LIABILITY OF CONTRACTOR PURSUANT TO CONTRACTOR'S WARRANTY-RELATED OBLIGATIONS UNDER ARTICLE 16.**

9.2 **COMPANY SHALL INDEMNIFY THE MEMBERS OF CONTRACTOR GROUP FROM AND AGAINST ANY AND ALL CLAIMS WITH RESPECT TO (I) PERSONAL INJURY OF ANY OF THE OFFICERS, DIRECTORS, PERSONNEL, OR INVITEES OF ANY OF THE MEMBERS OF COMPANY GROUP; AND (II) THE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY OF ANY OF THE MEMBERS OF COMPANY GROUP OR OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PERSONNEL, OR INVITEES, EXCEPT AS PROVIDED IN ARTICLES 9.1(III) AND 9.1(B).**

9.3 **Consequential Loss.** Neither party is liable to the other for loss of anticipated profits or for any special, indirect, or consequential damages ("Consequential Loss") resulting from or arising out of or occurring in connection with this Field Service Contract and/or performance under this Field Service Contract.

9.4 **General**

9.4.1 **EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS ARTICLE 9 OR IN ARTICLE 16, ANY INDEMNIFICATION GRANTED IN THIS ARTICLE 9 IS TO APPLY AND BE ENFORCEABLE WITH RESPECT TO ANY LOSS, DAMAGE, PERSONAL INJURY, OR CONSEQUENTIAL LOSS WHICH ACTUALLY OR ALLEGEDLY OCCURS OR IS CAUSED DURING OR RESULTS FROM OR ARISES OUT OF THE PERFORMANCE OF THE WORK UNDER THIS FIELD SERVICE CONTRACT (WHETHER DIRECTLY OR INDIRECTLY IN RELATION THERETO) (I) EVEN IF THE LOSS, DAMAGE, PERSONAL INJURY, OR CONSEQUENTIAL LOSS ACTUALLY OR ALLEGEDLY IS CAUSED BY OR RESULTS FROM NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY, OR STRICT LIABILITY OF THE INDEMNITEE; AND (II) REGARDLESS OF WHETHER THE CLAIM IS BASED ON (A) COMMON LAW, CIVIL LAW, MARITIME LAW, OR STATUTE; (B) CONTRACTUAL OBLIGATIONS BETWEEN THE INDEMNITEE AND ANOTHER PERSON; (C) OPERATION OF APPLICABLE LAWS REQUIRING THE INDEMNITEE TO MAKE A CONTRIBUTION IN RESPECT OF A CLAIM BY ANOTHER PERSON; OR (D) ANY OTHER THEORY OF LEGAL LIABILITY.**

9.4.2 The Indemnifications by Company in favor of the members of Contractor Group as provided in this Field Service Contract include Indemnification against Claims made against any of the officers, directors, or Personnel of the members of Contractor Group when such persons are acting within the course and scope of their employment or engagement with and on behalf of the respective members of Contractor Group. The Indemnifications by Contractor in favor of the members of Company Group as provided in this Field Service Contract include Indemnification against Claims made against any of the officers, directors, or Personnel of the members of

Company Group when such persons are acting within the course and scope of their employment or engagement with and on behalf of the respective members of Company Group.

9.4.3 The Indemnification obligations in this Field Service Contract survive expiration or termination of this Field Service Contract and to remain effective and binding on the parties.

10. INSURANCE

Contractor shall maintain at its expense insurance of the types and with limits of liability that Contractor is legally obligated to maintain to comply with all Applicable Laws

11. LICENSES AND PERMITS

In connection with Contractor's performance hereunder, Contractor is responsible for obtaining any and all permits, licenses, certifications, and any other similar authorizations required or which may be required by any Governmental Authority, except when Applicable Laws expressly require Company to obtain same.

12. CONFIDENTIALITY

12.1 Except as provided in Article 12.2, Contractor shall hold in strict confidence and not disclose to any third party any technical, business, or other information received from any of the members of Company Group or acquired from performance of the Work (collectively "**Confidential Information**").

12.2 Contractor may only disclose Confidential Information to (i) other members of Contractor Group who need, and (ii) to its and their respective officers, directors and personnel who need, the Confidential Information for performance of the Work under this Field Service Contract and who are bound by confidentiality and limited use obligations no less stringent than those in this Article 12. Contractor is responsible for ensuring compliance with this Article 12 by all members of Contractor Group and their respective officers, directors, and Personnel who will receive, or who might in performance of Work discover or be exposed to, any Confidential Information.

12.3 Any information which was lawfully in Contractor's possession without restriction on use or disclosure prior to disclosure thereof by or on behalf of Company to Contractor, or which is or becomes part of the public knowledge or literature from a source other than Contractor, either directly or indirectly, is not subject to the provisions of this Article 12. Information which becomes lawfully available to Contractor from a source other than Company is released from the provisions of this Article 12 to the extent necessary to permit such use and disclosures as are authorized by such source.

12.4 Contractor shall not issue any publicity or make any public announcement in relation to this Field Service Contract without Company's prior written approval, which Company is entitled to withhold in its absolute discretion.

12.5 The obligations under Articles 12.1, 12.2, and 12.4 are to survive expiration or termination of this Field Service Contract and to remain effective and binding on the parties.

13. OWNERSHIP OF WORK PRODUCT; TITLE TO WORK; NON-INFRINGEMENT

13.1. Contractor retains ownership of all proprietary intellectual property rights owned by Contractor and developed by it prior to the effective date of the Field Service Contract for which such intellectual property is employed and outside of the performance of any work for Company or Company's

Affiliates. Nothing in this Article 13 is to result in a transfer of ownership of any such proprietary intellectual property rights.

- 13.2. As used herein, **Work Product** means all results of Work and any and all documents, plans, drawings, specifications, records, computer files, or other manifestations of efforts of any of the members of Contractor Group, regardless of their form, howsoever created pursuant to this Field Service Contract, including drafts. As of the date of creation of any Work Product, title thereto vests exclusively in Company, and all copyright and other intellectual property rights in regard to any Work Product belong exclusively to Company.
- 13.3. Any and all ideas, concepts, techniques, processes, improvements, and inventions, whether patentable or not, that are based upon Company proprietary information are solely and exclusively the property of Company. Contractor shall promptly provide to Company a full written disclosure of any such ideas, concepts, techniques, processes, improvements, and inventions.
- 13.4. Contractor hereby grants to Company and Company's Affiliates an irrevocable, perpetual, and royalty-free license to use, disclose, modify, and copy Contractor proprietary intellectual property relating to the Work Product as reasonably necessary for training or for repairing, replacing, expanding, completing, or modifying any part of the Work Product in the ordinary conduct of business of Company or its Affiliates. Such license includes the right for Company (a) to assign its rights, without need for Contractor's consent, to any purchaser of an interest in all or part of any asset owned solely or jointly by Company and related to the Work Product; and (b) to sublicense to any of Company's Affiliates or Coventurers in relation to the Work Product.
- 13.5. Title to the Work vests in Company progressively as the Work is performed, without prejudice to Company's right to reject and require rectification of any defective Work. Contractor shall (i) keep the Work and other Property of members of Company Group free of all liens, security interests, and other encumbrances in favor of any of the members of Contractor Group; and (ii) promptly remove and discharge any lien, security interest, or other encumbrance filed by any of the members of Contractor Group. Contractor warrants and guarantees that legal title to and ownership of all constituents of the Work are free and clear of any and all liens, Claims, security interests, or other encumbrances when title to such items passes to Company. Contractor shall Indemnify the members of Company Group from and against any costs they may suffer in relation to such liens, security interests, and other encumbrances, including costs of Company's own actions to ensure prompt removal and discharge thereof.
- 13.6. Contractor shall not violate or infringe the intellectual property rights of any other person in performance of the Work, and shall ensure that other members of Contractor Group do not do so. **CONTRACTOR SHALL INDEMNIFY EACH OF THE MEMBERS OF COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS ASSERTED BY OR ARISING IN FAVOR OF ANY PERSON FOR OR AS A RESULT OF VIOLATION OR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR MISAPPROPRIATION OR MISUSE OF ANY TRADE SECRET OR OTHER CONFIDENTIAL INFORMATION, ARISING OUT OF PERFORMANCE OF THE WORK OR USE OF THE WORK PRODUCT.**

14. COMPLIANCE WITH APPLICABLE LAWS AND COMPANY POLICIES

- 14.1 In relation to this Field Service Contract and the performance of Work thereunder, Contractor shall, and shall ensure that its officers, directors, and Personnel and the other members of Contractor Group and their respective officers, directors, and Personnel, (a) comply with all Applicable Laws and with all applicable Company rules and policies, including those with respect to (i) health, safety, and environmental protection; (ii) business ethics; (iii) export and re-export controls; (iv) anti-bribery; and (v) human trafficking and modern slavery; and (b) do nothing that would cause Company to be in breach of Applicable Laws. Copies of applicable Company rules and policies will be provided to Contractor upon request.
- 14.2 Contractor shall not, directly or indirectly: (i) make payments or rebates of any nature to officers, directors, or Personnel of members of Company Group; nor (ii) favor officers, directors, or Personnel

of members of Company Group, or designees of such officers, directors, or Personnel with gifts or entertainment of significant cost or value, or with services or goods sold at less than full market value; nor (iii) enter into business arrangements with officers or Personnel of members of Company Group otherwise than as such officers or Personnel are properly and duly acting in their capacity as representatives of members of Company Group with respect to the Work.

14.3 Contractor shall comply (and shall ensure that its officers, directors, and Personnel, and the other members of Contractor Group and their respective officers, directors, and Personnel comply) with all Applicable Laws relating to control of exports and re-exports, and to sanctions, including the Export Administration Regulations (EAR) maintained by the U.S. Department of Commerce, trade and economic sanctions regulations maintained by the U.S. Treasury Department's Office of Foreign Assets Control (OFAC), and the International Traffic in Arms Regulation (ITAR) maintained by the U.S. Department of State. Notwithstanding anything to the contrary in this Article 14, neither Company nor Contractor is required to meet its obligations under this Field Service Contract in a way that violates Applicable Laws. If a license or other authorization is required by Applicable Laws for any product, service, technology, or software used in performance of the Work or included in the deliverables to be provided to Company, Contractor shall apply for the applicable licenses or authorizations and make copies available to Company. Contractor will timely provide to Company the U.S. export compliance classification number (ECCN) of any applicable services, technology, or software provided under any Field Service Contract and similar number under Applicable Laws relating to export control. Contractor warrants and guarantees that no part of the Work provided under this Field Service Contract will originate from any country against which the United States or other applicable government has imposed comprehensive economic sanctions or restrictions.

14.4 In relation to this Field Service Contract, Contractor shall not, and shall ensure that its officers, directors, and Personnel, and the other members of Contractor Group and their respective officers, directors, and Personnel do not, offer, pay, arrange for another person to pay, or agree to pay any payment, gift, or other thing of value of any nature to (i) any officials, employees, or agents of any Governmental Authority or government instrumentality; nor (ii) any political party; nor (iii) any candidate for political office; nor (iv) any other person, including a legislative, administrative, or judicial office (including any person exercising a public function for a public agency, a public enterprise, or a public international organization); when such payment, gift, or other consideration would violate Applicable Laws or the principles set forth in the Convention for Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on December 17, 1997 (and without limitation, shall not perform any act which would constitute "bribery of a foreign official" as defined in Article 1(3) of such Convention), the United States Foreign Corrupt Practices Act ("FCPA"), the United Kingdom Bribery Act, or other anti-corruption legislation applicable to either Company or Contractor. Notwithstanding that the FCPA and certain other applicable anti-bribery or anti-corruption legislation may permit, in limited circumstances, payments called "facilitating payments" (i.e., small payments made in order to expedite or secure the performance by a Governmental Authority of routine actions of a non-discretionary nature, which a person is otherwise entitled by law to receive), Contractor shall not, and shall ensure that its officers, directors, and Personnel, and the other members of Contractor Group and their respective officers, directors, and Personnel do not, make any "facilitating payments" in connection with the Work.

14.5 In relation to this Field Service Contract:

- a. Contractor shall be guided, and shall ensure that its officers, directors, and Personnel, and the other members of Contractor Group and their respective officers, directors, and Personnel are guided, by the principles and standards set forth in the *ConocoPhillips Code Of Business Ethics and*

Conduct, as it may be amended and updated from time to time (the “**Code**”). The Code is available from Company upon request or from Company’s internet website at:

<http://static.conocophillips.com/files/resources/codeofethics.htm#1>.

- b. Contractor shall immediately report to Company any known or suspected actions that are inconsistent with the principles and standards set forth in the Code.
- c. Any lack of compliance with or violation of the principles and standards of the Code, or a violation of Contractor’s own commensurate code of conduct, by any of the members of Contractor Group or their respective officers, directors, or Personnel will constitute a material breach of this Field Service Contract by Contractor.

14.6 SUBJECT TO ARTICLE 9, CONTRACTOR SHALL INDEMNIFY COMPANY AND THE OTHER MEMBERS OF COMPANY GROUP FROM AND AGAINST ANY AND ALL CLAIMS, RESULTING FROM ACTUAL OR ALLEGED FAILURE BY ANY OF THE MEMBERS OF CONTRACTOR GROUP OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OR PERSONNEL TO COMPLY WITH THIS ARTICLE 14. Company has the right, at its own expense, to join in the defense of any action in which it is made a defendant. Further, if Company reasonably believes that Contractor or any other member of Contractor Group, or any of their respective officers, directors, or Personnel, has engaged or will engage in improper conduct in breach of this Article 14, Company may, at its sole discretion, suspend any further performance by Contractor; withhold further payment to Contractor; and terminate this Field Service Contract for cause with immediate effect.

14.7 Contractor, at its expense, is responsible for fulfilling all requirements of Applicable Laws and Governmental Authorities with regard to (i) importation of Property of members of Contractor Group and any other items required for the due performance of the Work; and (ii) entry of officers, directors, and Personnel of the members of Contractor Group into any country; and (iii) exportation of such Property and other items and departure of such persons from any country; including payment of all applicable customs duties, fees, and other applicable charges (including the cost of temporary import bonds, stamp duty, and statistical tax). If required by Applicable Laws, Company will assist Contractor with importation and exportation of equipment of members of Contractor Group in the name of Company, including seeking to obtain any lawful exemption from customs duties.

15. TAXES

15.1 Contractor shall Indemnify Company and Company’s Affiliates and Coventurers from any and all Claims made directly or indirectly against Company or any of the other members of Company Group, or against Contractor or any of the other members of Contractor Group, by any taxing authorities claiming jurisdiction over this Field Service Contract or the Work, in respect of: (i) all income, excess profit, or other taxes, charges, and imposts assessed or levied on account of earnings of Contractor and of other members of Contractor Group; (ii) all taxes assessed or levied against or on account of salaries or other remuneration or benefits paid by members of Contractor Group to their officers, directors, and Personnel; (iii) all taxes, duties, and imposts assessed or levied against or on account of any property of members of Contractor Group or of their respective officers, directors, or Personnel; (iv) all applicable sales, use, value added, or other similar taxes assessed or levied against or on account of the remuneration received by Contractor under the terms of this Field Service Contract; and (v) any fines, penalties, or interest in relation to any of the foregoing.

15.2 Contractor shall make all reports and take all necessary action required with respect to such Indemnification. Company, in the event it is required by Applicable Laws, will be entitled to withhold and pay to the proper tax authorities any taxes, imposts, or duties levied or assessed on account of Work performed hereunder. It is the intent of this Article that all such taxes, imposts, or duties which

accrue as a result of performance by Contractor pursuant to this Field Service Contract are exclusively the legal responsibility of Contractor. All such applicable taxes, imposts, and duties are to be paid by Contractor to the proper taxing authority in the manner prescribed by Applicable Laws.

15.3 Sales, use, value added, or other similar taxes, referred to in Article 15.1(iv), if any, which accrue as a result of performance of Work by Contractor may be passed through to Company by Contractor. Contractor is responsible, however, to make timely remittance of such taxes to the proper taxing authority, **and Contractor shall (i) Indemnify Company and Company's Affiliates and Coventurers from and against any and all Claims resulting from Contractor's failure to make timely remittance of such taxes as set forth above; and (ii) promptly reimburse Company and Company's Affiliates and Coventurers for any and all such amounts they are required to pay as a result thereof.** Contractor's invoices are to show the total amount of applicable sales, use, value added, and other similar taxes billed by Contractor.

16. WARRANTY

Contractor warrants that all Work will be accomplished in accordance with the requirements of this Field Service Contract and will be adequate for its intended use. Contractor is responsible for the quality and technical accuracy of all Work. If Company determines that any part of the Work is defective or deficient, Company may give notice to Contractor requesting Contractor to remedy promptly said defect or deficiency. Contractor shall correct said defect or deficiency promptly at its own expense.

17. FORCE MAJEURE

In the event either party is prevented from performing any of its obligations by Force Majeure, that party's obligations will be suspended to the extent they are prevented or impacted by Force Majeure during the continuation thereof and during such time after cessation thereof as is necessary for such party, using all reasonable endeavors, to recommence performance of the prevented or impacted obligations. Each party is to bear its own costs incurred in connection with the Force Majeure occurrence and no remuneration will be payable by Company in respect of the period of Force Majeure. The party prevented from performing by Force Majeure shall notify the other party as soon as possible and no later than within three (3) days of its inability to meet its obligations, specifying the cause of the Force Majeure and the estimated extent to which the event or condition will impact performance. The party claiming a Force Majeure event or condition shall act diligently to remove or remedy such event or condition and to mitigate the impact thereof; and shall promptly notify the other party when such impact ceases. When performance of this Field Service Contract is halted by reason of Force Majeure, Company may terminate this Field Service Contract immediately upon notice to Contractor, and Contractor will only be entitled to the portion of the price for the Work earned up to the time of such notice. For the avoidance of doubt, delay in availability of resources required for performance of the Work attributable to any of the members of Contractor Group, or caused by inefficiency on the part of any of the members of Contractor Group, does not constitute an event of Force Majeure.

18. ASSIGNMENT

Contractor shall not assign or transfer this Field Service Contract or any money due under this Field Service Contract without the prior written consent of Company.

19. ACCESS TO COMPANY FACILITIES

Contractor will be granted the access to Company facilities required for the performance of the Work. Company, at its sole discretion, will determine the extent to which Contractor and Contractor's Personnel and the other members of Contractor Group and their respective Personnel are to be allowed unescorted movement in and around Company operations.

20. COMPANY-FURNISHED MEALS AND LODGING

For Contractor's Personnel and other members of Contractor Group and their respective Personnel assigned to remote areas, Company will provide meals and lodging as required for the performance of Work. In the event that Company-furnished meals and lodging are not available, Contractor will utilize, with prior Company approval, commercial accommodations and will be reimbursed the substantiated reasonable actual cost thereof.

21. COMPANY-FURNISHED TRANSPORTATION

For Contractor's Personnel and other members of Contractor Group and their respective Personnel assigned to remote areas, Company will provide transportation as required for the performance of Work. In the event that Company-furnished transportation is not available, Contractor will utilize, with prior Company approval, commercial transportation and will be reimbursed the substantiated reasonable actual cost thereof.

22. COMPANY-FURNISHED LOGISTICS SERVICES

When it is determined by Company to be in Company's best interest, the parties agree to utilize the services of Company's Logistics Department to transport materials, supplies, and equipment to support the Work. In the event that Company chooses to provide transportation, Company will assume full responsibility for the loading, routing, shipment, and off-loading of said materials, supplies, and equipment. Company will assume responsibility for any loss or damage to said material, supplies, and equipment occurring during transportation thereof and not covered by Contractor's insurance and will pay transportation invoices directly. Company's Logistics Department can be contacted at 907-265-6195 or 907-263-4970.

23. SUBCONTRACTS

Contractor must obtain Company's written approval before subcontracting performance of any portion of the Work, except with respect to reasonable utilization of contract personnel and purchases of incidental materials. Company's approval of any subcontractor does not relieve Contractor from any of its obligations under this Field Service Contract, and Contractor remains fully liable for (i) any defects in Work performed by subcontractors; and (ii) subject to Article 9, acts or omissions of subcontractors, as though such acts or omissions were committed by Contractor itself. Contractor shall ensure that each subcontract and purchase order with any subcontractor expressly provides for Company's unconditional right to require assignment thereof to Company, at Company's option, if Company terminates this Field Service Contract or any relevant part thereof.

24. GOVERNING LAW

This Field Service Contract and the relationship of the parties hereto are governed by and to be interpreted in accordance with the laws of the State of Alaska, without regard to principles of conflicts of law which would permit or require the application of the laws of another jurisdiction. The parties hereby irrevocably submit to the exclusive jurisdiction and venue of the state and federal courts of the State of Alaska.

25. WAIVER

Failure by Company to exercise, or delay by Company in the exercise of, any rights or remedies under this Field Service Contract or pursuant to Applicable Laws, will not release Contractor from any warranties or obligations contained or referred to in this Field Service Contract, or pursuant to Applicable Laws. Any waiver by either party of a breach of any requirement of this Field Service Contract is not to be considered as a waiver of any subsequent breach of the same, or any other, requirement of this Field Service Contract.

EXHIBIT A – ALASKA SPECIFIC REMOTE SITE REQUIREMENTS

Table of Contents

- 1. Definitions**
- 2. General Provisions**
- 3. Company Furnished Services**
- 4. Required Use of Company Logistical Services**
- 5. Emergency Medical Treatment and Air Evacuation Services**
- 6. North Slope Specific Provisions**
- 7. Alpine Specific Provisions**
- 8. Provisions for Remote Sites Outside the North Slope**
- 9. Participation in Responder Activities**

1. DEFINITIONS

- 1.1 **'Remote Site'** shall mean all any Site in Alaska that is outside Anchorage or Fairbanks.
- 1.2 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 at Remote Sites. Contractor shall comply, and cause all members of the Contractor Group to comply, with the terms and conditions of this Exhibit while performing Work at a Remote Site in connection with the Agreement or any Call-Off Order.
- 2.2 **Work Shifts.** Contractor personnel shall perform Work at Remote Sites in accordance with the work shifts and rotation schedules agreed upon by Company and Contractor.
- 2.3 **Time Sheets.** Contractor shall utilize standard form time sheets approved by Company to account for all labor hours and equipment utilization for fixed price and cost plus Work. Each time sheet shall identify the Call-Off Order. When issued, completed field service tickets shall be submitted to Company either daily, or upon completion of the Work. If required by the Call-Off Order, time sheets shall also be submitted with Contractor's invoices to substantiate all labor hours invoiced.
- 2.4 **Site Inspection.** Before starting Work, Contractor shall make a thorough inspection of the Worksite and its surroundings so that it may be familiar with all conditions relative to the Work, including, but not limited to, structures, equipment, water, excavated material, and fill.
- 2.5 **Worksite Access.** Contractor shall comply with all Company Alaska Safety Handbook (ASH) requirements to barricade the Worksite and take all reasonable measures to prevent unauthorized persons from entering the Worksite, including, but not limited to, guests, spouses, and/or children of authorized persons.
- 2.6 **Road Use.** Contractor shall use only established roadways or construct and use only such temporary roadways as may be authorized by Company. Where materials are transported in the prosecution of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by Company or any Applicable Law. Any damage to roadways or tundra resulting from Contractor's failure to adhere to the requirements of this paragraph shall be promptly repaired by Contractor at its own expense and to the satisfaction of Company.
- 2.7 **Temporary Facilities.** Contractor shall not erect temporary facilities, including, but not limited to, storage sheds, shops, or offices, on Company property, except with written approval of Company. Removal and disposition of temporary facilities shall be the responsibility of Contractor as approved by Company.
- 2.8 **Use of Company Property.** Contractor shall confine all Work (including storage of materials) on Company property to areas authorized or approved by Company.
- 2.9 **Laying Out.** Contractor shall bring any questions or concerns regarding layout and locating Work to Company attention immediately. Contractor shall verify all dimensions on drawings before proceeding. Figured dimensions take precedent to scaling. Contractor shall immediately report to Company any discrepancies between drawings and specifications and site conditions and errors or omissions in drawings and specifications, and Company's decision

shall govern. Contractor's failure to follow these procedures shall be at its own risk and expense.

2.10 **Fire and Smoking.** Contractor shall comply with Company policies pertaining to smoking, ignition sources, and open flames. Contractor's violation of Company's policies may constitute cause to remove offenders from Company's property.

2.11 **Cleaning Up.** Contractor shall keep the Worksite free at all times from accumulation of water, material, or rubbish resulting from Work. Upon completion of Work, Contractor shall thoroughly clean the Work areas and remove all rubbish and waste to the satisfaction of Company. Contractor shall manage any water accumulation in conformance with site-specific Company policies, including, but not limited to, storm water management policies.

2.12 **Alaska Hire Statistics.** Upon completion of all Work required by a Call-Off Order or upon termination or expiration of the Agreement, whichever occurs first, Contractor shall provide, upon request, to Company, within thirty (30) working days, statistics documenting the percentage of Contractor's total man-hours expended hereunder by Alaskan residents. Company or a third party designated by Company may audit the statistics. Company may make the audit and/or the statistics available to a third party, including the general public.

3. COMPANY FURNISHED SERVICES

3.1 Company will provide the following services for Contractor personnel engaged in performance of Work at Remote Sites:

- 3.1.1 Firefighting-equipped trucks and personnel (North Slope only);
- 3.1.2 Ambulance service (North Slope only);
- 3.1.3 Medical personnel for first aid and treatment of minor medical problems;
- 3.1.4 Use of existing access roads between permanent facilities;
- 3.1.5 Snow and ice removal and other road maintenance for access roads normally used for Company operations between permanent facilities, Worksites, and other locations utilized in support of Work. Contractor shall be responsible for all other required snow and ice removal.
- 3.1.6 Guidance on developing and implementing a waste management plan for the Work. However, Contractor shall be solely responsible for all costs it incurs developing and implementing its waste management plan;
- 3.1.7 Surveying services; and
- 3.1.8 Non-destructive examination ('**NDE**') services. A third-party NDE contractor will be available, as required and as directed by Company. Contractor shall schedule Work and locate welds to be x-rayed so that NDE manpower requirements will be minimized. Contractor shall provide a written projection of weld x-ray requirements to Company at least five (5) days in advance of such need.

3.2 If Company cannot furnish the services specified in Section 3.1 above, Contractor shall furnish such services as required and Company shall compensate Contractor as set forth in the Call-Off Order, or if not set forth therein, at rates mutually agreed in advance by Company and Contractor.

4. REQUIRED USE OF COMPANY LOGISTICAL SERVICES

- 4.1 When it is determined by Company to be in Company's best interest, Contractor agrees to utilize the services of Company's Logistics Department to transport project related materials, supplies, and equipment, including truckable modules, to Company-designated locations. Said locations may include, but are not necessarily limited to, Contractor's fabrication site or Company's North Slope installation site.
- 4.2 In the event Company transportation is utilized, Company will, at its sole discretion:
 - 4.2.1 Arrange, utilizing its preferred carrier network, for the routing, shipment, and off-loading of project materials, supplies, and equipment, including truckable modules, from point of origin to final destination; and
 - 4.2.2 Pay all applicable freight invoices.

5. EMERGENCY MEDICAL TREATMENT AND AIR EVACUATION SERVICES

- 5.1 At Contractor Representative's request, or if deemed necessary by Company medical personnel, Company may arrange, on Contractor's behalf, emergency diagnosis, treatment, and medical air evacuation services ('MedEvac') for injured or ill Contractor personnel.
- 5.2 Contractor shall pay for all MedEvac expenses, including reimbursement to Company of any expenses paid by Company for MedEvac of Contractor's personnel. However, if regularly scheduled Company aircraft are utilized, the use of such aircraft shall be at no cost to Contractor.
- 5.3 Company assumes no responsibility or liability for the availability, timeliness, quality or effectiveness of any emergency medical care or MedEvac rendered for or on behalf of any personnel or Invitees of any member of Contractor Group or for Company's inability to provide medical care or medical evacuation in a timely manner. Contractor shall Indemnify Company with respect to any Claims resulting from the medical care or MedEvac provided to personnel or Invitees of any of the members of Contractor Group, or from a failure by Company to provide such medical care or MedEvac.

6. NORTH SLOPE SPECIFIC PROVISIONS

- 6.1 **Air Transportation.** For Contractor personnel performing Work at North Slope locations, Company will provide air transportation for personnel and up to 100 pounds of personal effects and tools per person, with a limit of 50 pounds per container, between Anchorage, or other Alaska locations designated by Company, and Colville River Unit/Greater Moose's Tooth Unit ('Alpine') or Kuparuk River Unit ('Kuparuk'), as required for the performance of Work. However, Company will not provide air transportation for the following Contractor personnel:
 - 6.1.1 personnel not directly assigned to the Work and whose time is not billable under the applicable Call-Off Order; or
 - 6.1.2 personnel available for Work at the North Slope without need of air transportation.
- 6.2 **Reservations.** Contractor shall be responsible for flight reservations and completion of Company flight reservation forms.
- 6.3 **Non-Scheduled Transportation.** It is Contractor's responsibility to provide air transportation for Contractor personnel not on their regular rotation schedule. Company will endeavor to accommodate Contractor's non-schedule (e.g., not-regular-rotation, emergency situations, etc.) air transportation needs between Anchorage and North Slope locations on a space available basis using the Company-operated aircraft. However, if space on the Company-

operated aircraft is not available, or if the Company-operated aircraft itself is not available, and Contractor utilizes other means of transportation, (i.e., commercial airlines), Company will not reimburse Contractor for such means of transportation.

- 6.4 **Commercial Air Transportation.** In the event Company-furnished air transportation is not available or appropriate, and with prior Company approval, Contractor may utilize commercial air transportation and Company will compensate Contractor in accordance with the applicable Call-Off Order.
- 6.5 **Helicopter Safety.** If Contractor personnel utilize helicopter transportation, Contractor is responsible for providing its personnel with appropriate safety training for offshore helicopter operations and survival training.
- 6.6 **Ground Transportation.** For Contractor's personnel utilizing Company approved commercial air transportation to or from Deadhorse, Company will provide ground or air transportation between Deadhorse and Kuparuk or Alpine, as available.
- 6.7 **Meals and Lodging**
 - 6.7.1 For Contractor's personnel assigned to the North Slope, Company will provide meals and lodging at Alpine, Kuparuk, or Deadhorse, Alaska, as required for performance of Work.
 - 6.7.2 Contractor is solely responsible for billeting reservations and for completion of Company billeting forms.
 - 6.7.3 Storage space for personal effects is limited to available, shared, in-room space. Personnel may store personal effects in a room only while the occupant is on location performing Work. Personnel must remove personal effects when individuals 'change out' or leave the North Slope for any reason. Company is not liable for loss of or damage to personal effects stored or left on Company premises.
 - 6.7.4 In the event Company-furnished meals and lodging are not available, with prior Company approval, Contractor may utilize commercial accommodations and Company shall compensate Contractor as set forth in the applicable Call-Off Order.

7. ALPINE SPECIFIC PROVISIONS

- 7.1 **Contracting and Kuukpik Shareholder Hire.** Company and Kuukpik Corporation (Alpine surface land owners) have entered into an agreement that places specific contracting requirements for operations conducted anywhere in the Kuukpik withdrawal area (Kuukpik Withdrawal Area, a map of which will be provided to Contractor upon request). With respect to any Work performed in the Kuukpik Withdrawal Area, Contractor agrees to comply with all such requirements as provided in this Section 7.
- 7.2 **Proposals and Bids for Subcontractors.** Contractor shall make its best efforts to invite Kuukpik Corporation (Kuukpik), any affiliate of Kuukpik, or any other entity designated by Kuukpik that hires a significant number of Kuukpik shareholders (Kuukpik Contractors), to make proposals or bids on all contracts that are the type of work that Kuukpik has previously notified Company it is interested in performing. Kuukpik or Kuukpik Contractors shall receive the strongest consideration of such contract to be performed by Contractor, if Kuukpik's proposal or bid is competitive. Company and Contractor shall ensure that Kuukpik or Kuukpik Contractors are provided with a meaningful opportunity to respond to requests for proposal or otherwise bid or propose terms, prices, and/or rates on all contracts of the types of work that Kuukpik has previously notified Company and Kuukpik or any Kuukpik Contractor are interested in performing. Kuukpik's designation of an affiliate designated by Kuukpik in the areas specified in this Section 7 may be revoked by Kuukpik at any time by a written notification

that such affiliate or entity shall no longer, as of a specified date, be considered a Kuukpik Contractor for purposes of this Section 7; provided that such notification shall have no effect as to contracts previously awarded or executed.

7.3 **Existing Kuukpik Contractors and Areas.** Kuukpik has notified Company that Kuukpik or a Kuukpik Contractor is interested in obtaining oilfield support services contracts or other contracts in connection with exploration, development, production, transportation, and removal of oil and gas for the performance of the following types of work:

- 7.3.1 Camp facilities;
- 7.3.2 Catering and camp operations;
- 7.3.3 Freight hauling and transportation logistics, including air freight;
- 7.3.4 Civil construction (including bridge construction, gravel and dirt work);
- 7.3.5 Gravel supply;
- 7.3.6 Oilfield security services;
- 7.3.7 Oilfield communications services;
- 7.3.8 Engineering;
- 7.3.9 Surveying and architectural services;
- 7.3.10 Drilling (including associated drilling services such as downhole testing, workovers, and ball mill operations);
- 7.3.11 Oilfield construction services;
- 7.3.12 Oilfield support services; and
- 7.3.13 Geophysical and seismic services.

7.4 **Awarding Subcontracts.** If a response to a request for proposal or bid or proposal by Kuukpik or a Kuukpik Contractor for any subcontract within the scope of this Section 7 is deemed by Company and Contractor, in its reasonable discretion, to be competitive with all other responses or bids received, Kuukpik or the designated affiliate shall be awarded the subcontract.

7.5 **Definition of Competitive.** For the purposes of this Section 7 'competitive' shall mean that the Kuukpik or a Kuukpik Contractor must submit a competitive price or cost for the contracted work, and must demonstrate that it has the applicable resources, qualifications, and experience to perform the contracted work to Company's and Contractor's reasonable satisfaction in accordance with good and acceptable oilfield practices.

7.6 **De-Briefing.** In any instance where Kuukpik or a Kuukpik Contractor makes an unsuccessful proposal or bid for a contract within the scope of this Section 7, an appropriate representative of Contractor shall, at the request of Kuukpik, meet with a representative or representatives of Kuukpik to explain the basis on which Contractor determined that such unsuccessful proposal or bid was not competitive; provided, however, that Company will not disclose to Kuukpik or its representatives any information proprietary to other contractors or the disclosure of which is prohibited by law. At the request of Company, Company may participate in the de-briefing.

7.7 **Shareholder Hire.** Where feasible, Contractor shall hire, train, and retain (a) Kuukpik shareholders and their immediate family members; and (b) permanent Nuiqsut residents for work hereunder that occurs in the Kuukpik Withdrawal Area, including Alpine projects and operations. Contractor shall cooperate in good faith with Company and Kuukpik to comply with such requirements and shall utilize all reasonable means to meet these requirements.

Contractor will notify ConocoPhillips Village Outreach when positions are available in the Alpine area for posting in Nuiqsut. When required by Company, Contractor shall provide Company with a statistical report, documenting the hiring, training, and retention of Kuukpik shareholders and their immediate family members and permanent Nuiqsut residents for Work hereunder.

7.8 **Application.** The terms of this Section 7 shall apply to any and all contracts entered into by Company and Contractor for any and all exploration, development, production, transportation, and/or removal operations in connection with oil and gas, oilfield support services, or other Work under this Agreement, without regard to whether said contracts or work shall be awarded by competitive bid, proposals, negotiation, sole sourcing, and international model alliance, any other type of alliance, or any other form of contract award procedures.

8. PROVISIONS FOR REMOTE SITES OUTSIDE THE NORTH SLOPE

8.1 **Air Transportation.**

8.1.1 For Contractor personnel performing Work at a Remote Site that is outside the North Slope, Company may, at its sole option, provide transportation between Anchorage, or other locations designated by Company, and locations in the proximity of the Worksite.

8.1.2 In the event Company-furnished air transportation is not available or appropriate, and with prior Company approval, Contractor may utilize commercial air transportation and Company shall compensate Contractor in accordance with the applicable Call-Off Order.

8.2 **Meals and Lodging.**

8.2.1 For Contractor personnel performing Work at a Remote Site that is outside the North Slope, Company may, at its sole option, provide meals and lodging, as required for the performance of Work.

8.2.2 In the event Company-furnished meals and lodging are not available, with prior Company approval, Contractor may utilize commercial accommodations and Company shall compensate Contractor as set forth in the applicable Call-Off Order.

8.3 In the event that any ambiguity or inconsistency exists between the application of this Paragraph 9 and the provisions in Paragraphs 6, 7, or 8, Company shall issue a binding decision as to which Paragraph applies.

9. PARTICIPATION IN RESPONDER ACTIVITIES

9.1 **Responders.** Subject to the requirements set forth in this Paragraph 9, Contractor and Company may execute a Call-Off Order that permits Contractor's employees to participate in Company's fire department, spill response, or other similar activities, including drills and training ('Responder Work').

9.2 **No Obligation.** Contractor is not obligated to enter into a Call-Off Order for the provision of Responder Work. Contractor is not obligated to allow its employees to perform any Responder Work.

9.3 **Call-Off Order Required.** Should Contractor desire to perform Responder Work, and have employees willing and able to perform Responder Work, Company and Contractor may execute a Call-Off Order for the Responder Work.

9.4 **Responder Work Call-Off Orders.** A Call-Off Order for Responder Work shall include the following provisions:

- 9.4.1 When an emergency announcement is made, Contractor employees assigned by Contractor to perform Responder Work (a 'Responder') shall secure their assigned Site and immediately report to their assigned response location.
- 9.4.2 Fire department Responders shall respond to fires, explosions, gas/oil releases, chemical discharges, and other, similar emergencies.
- 9.4.3 Medical Team Responders shall respond to medical emergencies.
- 9.4.4 Spill response Responders shall respond to crude oil, refined hydrocarbon and produced water spills, or other hazardous or harmful materials spills for the purpose of initial containment, recovery, disposal, wildlife protection and other associated incidents.

9.5 **Responder Eligibility:**

- 9.5.1 Contractor employees are eligible to perform Responder Work.
- 9.5.2 Only Contractor employees able to leave their assigned Site without jeopardizing ongoing operations and the safety and health of others, including co-workers, will be eligible to perform Responder Work.
- 9.5.3 Fire department Responders must reside at the Kuparuk Operations Center, the Kuparuk Construction Camp or the Alpine Camps.
- 9.5.4 Contractor shall ensure that proposed Responders are eligible, capable, and willing to participate in Responder Work.
- 9.5.5 Because of the special duties involved in performing Responder Work, each Call-Off Order for Responder Work shall contain a detailed work description for each Responder position. Company, in its sole discretion, shall determine whether a proposed Responder meets the requirements of the detailed work description provided in a Call-Off Order. Company shall notify Contractor's Representative whether a certain Contractor employee meets the detailed work description requirements, and is therefore eligible to perform Responder Work.
- 9.5.6 In accordance with Article 9.4 of the Agreement, Company Representative, by written or oral notice to Contractor, may at any time request the removal of a Responder from performing Responder Work.

9.6 **Reporting Relationships for Responder Work:**

- 9.6.1 During Fire Department Responder Work, the Responder will report to the Company's Fire Chief, Assistant Chief, or an Officer of the fire department.
- 9.6.2 During spill response Responder Work, the Responder will report to the designated On Scene Commander or Spill Response Team Leader.
- 9.6.3 During medical response Responder Work, the Responder will report to the designated Lead Medic and/or Company Chief Officer.

9.7 **Training and Drills for Responder Work:**

- 9.7.1 If required by a Call-Off Order, Contractor shall permit Responders to attend Company-provided and Company designated/sponsored Responder training in accordance with Company's schedule.
- 9.7.2 If required by a Call-Off Order, Contractor shall instruct Responders to participate in Company drills (announced and impromptu) for Responder Work.

9.8 **Compensation for Responder Work:**

- 9.8.1 For Responder Work, Company shall compensate Contractor in accordance with the compensation and payment terms set forth in the Call-Off Order, in accordance with the following provisions:
 - a. A Responder's billable salary or wage will not be adjusted or diminished for participation in Responder Work; and
 - b. Expenses incurred by Contractor that are directly associated with the Responder's travel and training for Response Work will be reimbursed at cost.
- 9.8.2 **Safety Reporting for Incidents Relating to Responder Work.** All accidents or occurrences resulting in injuries to Contractor's employees or third parties, including all OSHA-recordable injuries and illness, shall be reported to Company in accordance with the reporting requirements set out in the Exhibit entitled 'Alaska Specific Health, Safety, and Environmental Requirements' attached to the Agreement.

EXHIBIT B – ALASKA SPECIFIC HEALTH, SAFETY, AND ENVIRONMENT REQUIREMENTS

Table of Contents

- 1. Definitions**
- 2. General Provisions**
- 3. Life Saving Rules**
- 4. Safety Training**
- 5. Hydrogen Sulfide Hazards**
- 6. Safety Data Sheets**
- 7. Environmental Program**
- 8. Incident/ Illness Notifications and Investigations**

1. DEFINITIONS

- 1.1 **'Company Policies' and 'Procedures'** means all current Health, Safety and Environmental ('HSE') rules and policies endorsed by Company, including, but not limited to, the Alaska Safety Handbook, the North Slope Environmental Field Handbook, the Alaska Waste Disposal and Refuse Guide, the Anchorage Office Safety Handbook, Worksite specific policies, the Life Saving Rules, and the Capital Projects Construction HSE Assurance Plan (CHAP). Company shall make copies of all Company Policies available to Contractor upon request.
- 1.2 Capitalized terms not otherwise defined in this Exhibit, or defined under Applicable Law or in Company Policies, shall have the meanings ascribed to them in the Agreement.

2. GENERAL PROVISIONS

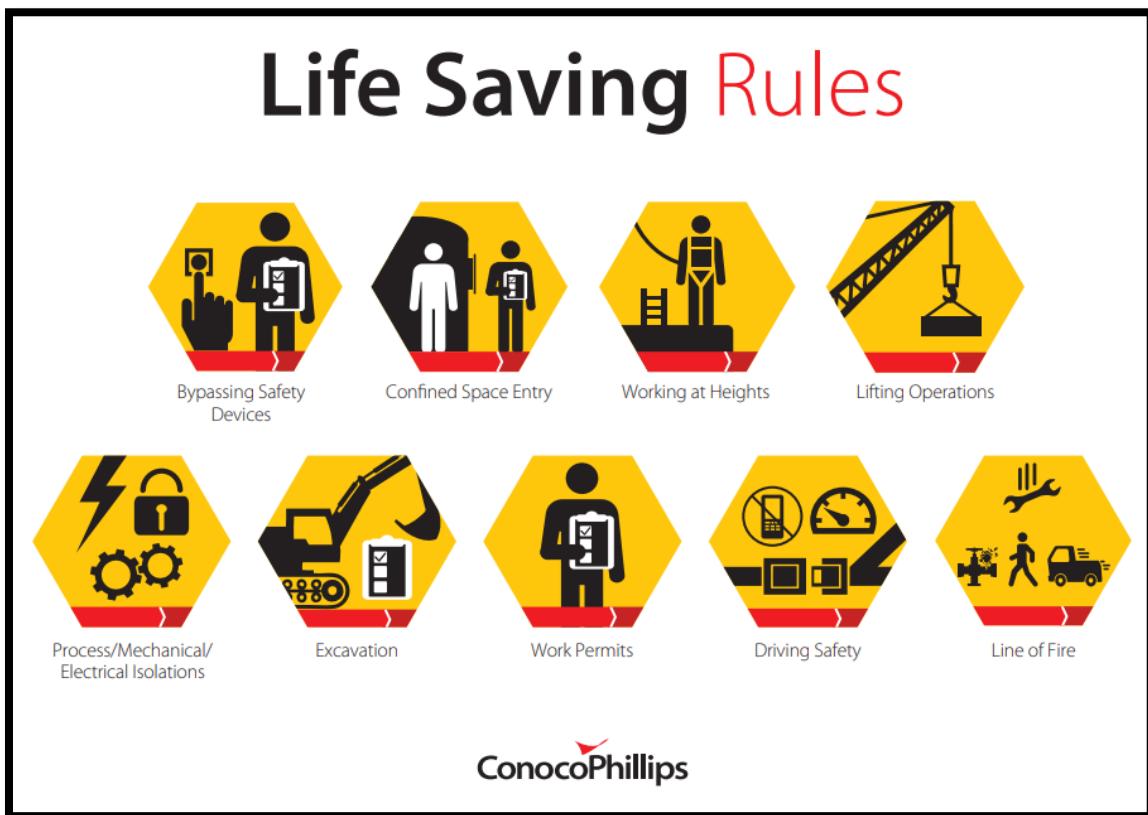
- 2.1 This Exhibit establishes the minimum Health, Safety and Environmental ('HSE') requirements that Contractor must observe when performing any Work at any Site in Alaska. For the avoidance of doubt, if a conflict exists between the HSE requirements contained in this Exhibit and HSE requirements in (i) the Agreement, (ii) Company Policies, or (iii) Applicable Law, the most stringent HSE requirements shall apply.
- 2.2 Contractor agrees and acknowledges that Work is never so urgent or important that it cannot take the time to do it safely.
- 2.3 Contractor agrees and acknowledges that every person at a Site has the authority to immediately stop any or all Work if the person believes that there are risks to the health or safety of personnel, or to the environment.
- 2.4 Contractor shall comply, and cause all members of the Contractor Group to comply, with all applicable Company Policies, including, but not limited to, Worksite specific policies, while performing Work in connection with the Agreement or any Call-Off Order.
- 2.5 Contractor shall comply, and cause all members of the Contractor Group to comply, with all Applicable Laws concerning industrial hygiene and occupational safety while performing Work in connection with the Agreement or any Call-Off Order.
- 2.6 Contractor shall take all necessary precautions to maintain the Site free from hazards likely to cause injury, illness, or death to persons or damage to property and/or the environment.
- 2.7 Contractor personnel shall conduct regular Site inspections, and, as needed, implement Site hazard correction procedures to ensure safe working conditions. Any Site hazard corrections must be communicated to the Company. Company reserves the right to suspend Work if, in Company's opinion, it is not safe for Work to continue. Such suspension shall remain in effect until Company deems that it is safe to resume Work.
- 2.8 Contractor shall not have any claim against Company for compensation for lost time or productivity due to a suspension of Work for safety reasons.
- 2.9 Contractor shall ensure that everyone performing Work in connection with the Agreement or any Call-Off Order has appropriate safety equipment for performance of their duties, including, but not limited to, personal protection equipment, fall protection, NIOSH-approved breathing apparatus, and applicable ANSI certified eye protection, hearing protection, hard hat, seasonal arctic weather gear, rain gear, flame-retardant clothing, and safety shoes.
- 2.10 Contractor shall hold daily brief informal meetings to ensure safe operations and shall also hold regularly scheduled safety meetings for personnel at least once a week. Attendance by

Contractor personnel is mandatory. Contractor shall keep records of its regularly scheduled safety meetings that state the date of the meeting, who attended the meeting, and the topic of the meeting. Contractor shall make its safety meeting records available to Company upon request.

- 2.11 Contractor personnel may attend safety meetings held by Company. Contractor personnel that attend Company safety meetings shall also attend Contractor's daily and regularly scheduled safety meetings.
- 2.12 Contractor shall have a written HSE policy endorsed by its senior management and widely disseminated and understood by its personnel, Subcontractors, agents and suppliers. Contractor shall comply with its written HSE policy.

3. LIFE SAVING RULES

Contractor shall ensure that it and all members of the Contractor Group, including their respective officers, directors, personnel, and Invitees, comply with Company's Life Saving Rules (set out fully in Attachment 1):



4. SAFETY TRAINING

- 4.1 Contractor shall provide all safety training applicable to performance of Work, including training required by Applicable Laws and Company Policies. Contractor shall document the identity of each trained person, the date of training, and the means used to verify that the trained person understood the training ('Training Records'). Contractor shall maintain current Training Records into ISNetworld, Alaska Safety Alliance, or other Company approved system or database for Company review.

- 4.2 Contractor shall ensure that its Invitees receive all safety training applicable to their Site visit, including training required by Applicable Laws and Company Policies. Contractor shall document the identity of each trained person, the date of training, and the means used to verify that the trained person understood the training.
- 4.3 Contractor shall ensure that all Contractor personnel responsible for operating motor vehicles on the North Slope road system receive training on the most current version of the North Slope Driver Orientation Package. Contractor shall ensure that all Contractor personnel comply with North Slope road rules.
- 4.4 Contractor shall ensure that all required certifications and training are current for equipment operation, including cranes, commercial vehicles, and other specialized equipment. Contractor shall ensure certifications for Contractor employees servicing halon and refrigerant containing equipment are at the appropriate level, current, and available for audit.
- 4.5 Contractor shall ensure all personnel that are 'Oil Handling Employees,' as defined in 'Company Oil Discharge Prevention and Contingency Plans,' maintain adequate training.
- 4.6 Company may at its discretion allow Contractor personnel to participate in safety trainings organized for Company personnel.
- 4.7 Contractor shall ensure that Contractor personnel are instructed in the known potential fire, explosion, or toxic release hazards related to the Work and any processes directly related or physically adjacent to the Work.

5. HYDROGEN SULFIDE HAZARDS

- 5.1 Contractor is cautioned that there are areas on the North Slope in which dangerous levels of Hydrogen Sulfide ('H2S') may exist in the reservoir, wells, production lines, and processing facilities. Where the Call-Off Order requires Work to be performed in known H2S-designated areas, Contractor shall be responsible for conducting, administering, and fulfilling the following H2S training and requirements:
 - 5.1.1 All Contractor personnel shall complete initial H2S safety training, consistent with the training specified in API RP-49 and 55. Upon request, Contractor shall provide evidence of a Company-approved H2S training and that the training is current.
 - 5.1.2 While performing all Work, Contractor shall follow the H2S standards set forth in the ASH and the Company H2S Safety and Health Policy.
 - 5.1.3 Contractor shall provide personal H2S monitors with an audible indicator all of its employees performing work in an H2S-designated area. All monitors shall be calibrated and maintained per manufacturer's recommendations and in accordance with Company's H2S policy. All monitors shall be set to alarm at 10-PPM H2S concentrations.
- 5.2 Contractor shall make itself aware, by inquiring of the Company Representative each time it mobilizes for or begins any work at a new Site, of any other Company Site-specific guidelines or contingency plans that may apply to the Worksite(s) and shall take such actions and precautions as may be required.

6. SAFETY DATA SHEETS

- 6.1 Prior to purchasing any chemical for use at any Site, Contractor shall provide, in accordance with the Federal Hazard Communication Standard (29 CFR Part 1910.1200) and the State of Alaska Hazard Communication Code (8 AAC 61.1110), a Safety Data Sheet ('SDS') for such materials to the Company Representative or designee. Contractor shall properly package and label all such materials in accordance with United States Department of Transportation requirements set forth in 49 CFR Parts 171, 172, and 173, and with the Federal Hazard Communication Standard and State of Alaska Hazard Communication Code mentioned herein.
- 6.2 In accordance with the Company's Alaska Hazard Communication Policy, a New Chemical Evaluation ('NCE') request for review of the product by Industrial Hygiene and Environmental shall be submitted. Issuance of the NCE to Contractor or the Company Representative will constitute approval of the chemical or hazardous materials for purchase and use. Contractor will be notified in writing if a product is not approved for use or does not require a NCE.
- 6.3 Contractor is responsible for removal and disposal of all chemicals brought on to any Site, unless Contractor has obtained prior written approval from Company to proceed otherwise.
- 6.4 Contractor shall comply with all Company policies regarding the handling and disposal of hazardous and other wastes.
- 6.5 All hazardous and universal waste generated on a Company lease must be transferred to the field hazardous waste collection area. Contractor is responsible for disposal of all chemicals brought onto Company Worksites.

7. ENVIRONMENTAL PROGRAM

- 7.1 Contractor shall implement and maintain in force an Environmental Program ('Program') appropriate for the Work location (i.e., North Slope, etc.). Upon request, the Program shall be promptly submitted to the Company's Environmental Coordinator and/ or Safety Specialist for review.
- 7.2 At a minimum, the Program shall include:
 - 7.2.1 A training plan which makes Contractor personnel aware of environmental and cultural awareness issues, including, but not limited to:
 - a. Compliance with Company's Wildlife Avoidance and Interaction Plan;
 - b. Solid and hazardous waste definitions, handling, and disposal requirements under federal, state, and local laws, waste minimization techniques, and Contractor's waste management plan;
 - c. Spill prevention and clean-up procedures and requirements, the definition of reportable substances and reportable quantities under Applicable Laws, and Company specific notification requirements;
 - d. Land ownership and related issues (such as NPR-A restrictions);
 - e. Protection of cultural resources; and
 - f. For North Slope Sites, North Slope Training Cooperative training.
 - 7.2.2 A waste management plan, which shall, at a minimum, include:
 - a. Waste minimization and disposal plans specific to the Work. The plans shall describe anticipated waste streams, volumes, generating processes, and proposed management strategies. The plans must be reviewed in cooperation

with the local Company Environmental Coordinator and/ or Safety Specialist for the Worksite prior to the commencement of any Work;

- b. Provisions for properly managing unused/ surplus materials from Work to prevent the generation of unnecessary waste;
- c. Provisions for ensuring Contractor personnel follow the requirements outlined in the applicable Company Predator and Waste Management Plan, including proper management of putrescible waste and food products;
- d. Measures to ensure Contractor wastes from other fields are not brought onto any Site; and
- e. Implementation plan for participating in and complying with the North Slope Waste Management Program including Alaska Waste Disposal and Refuse ('Red Book') training, to include a provision for training an adequate number of Contractor personnel to uphold compliance with the program.

7.2.3 If required by 40 CFR part 112 or other Applicable Laws, a stand-alone Spill Prevention, Control, and Countermeasure Plan that, at a minimum includes:

- a. Policies and procedures in support of applicable Company Spill Prevention, Control, and Countermeasure Plans;
- b. If Contractor is capable of storing more than 1,320 gallons of oil on a Site or Sites, its Company Spill Prevention, Control, and Countermeasure Plan must include an inventory of regulated containers and/ or equipment operated at each Site. In this sub-paragraph, 'regulated container' and 'regulated equipment' shall mean anything that (1) contains oil; (2) is not regulated by the United States Department of Transportation; (3) has a shell capacity of 55 gallons or more; or (4) is not permanently closed, as defined by 40 C.F.R. § 112.2.
- c. Contractor shall keep records documenting its compliance with its stand-alone Spill Prevention, Control, and Countermeasure Plan and shall make its compliance records available to Company upon request.

7.2.4 If applicable, a general spill prevention program, which shall, at a minimum, include:

- a. A spill prevention and spill response training program. Training shall include a discussion of requirements under federal, state, local, and Worksite-specific spill and release reporting laws and regulations;
- b. Provisions for compliance with all spill prevention and reporting requirements as detailed in applicable Company policies, which include, but are not limited to, the Spill Reporting Standard Operating Procedure, the North Slope Environmental Field Handbook, and the Bureau of Safety and Environmental Enforcement Oil Spill Response Plan;
- c. Provisions for compliance with Company's Tank Integrity Management Program, including procedures for bringing oil storage containers into the field and maintaining proper inspection frequencies; and
- d. Provide for maintaining all required records in a retrievable form for a minimum of five years.

7.3 General Environmental Requirements

7.3.1 **Off-Pad Travel.** Contractor shall take all necessary steps to comply with Applicable Law and Standard Operating Procedures protecting tundra from foot traffic and damage from materials, equipment or any other objects. Contractor shall not perform any operations off roads and pads without obtaining specific written authorization from Company. Where applicable, Company will obtain approval from appropriate Governmental Authorities as required by Applicable Laws. In the event of failure by

Contractor to obtain prior authorization, or failure to follow safe operating guidelines for minimizing potential tundra impact, Contractor shall be held responsible for any damage to tundra and/ or environment resulting from its operations, including the cost of repairs or restoration to the satisfaction of Company and/or Governmental Authorities and any Claims, fines, or penalties associated with such damage. Contractor shall ensure any personnel conducting operations on tundra participate in Company 'Tundra Travel Training' prior to commencing Work. Contractor agrees to immediately report any suspected tundra damage to Company Environmental Coordinator. Contractor shall, if requested by Company, conduct investigations of tundra damage incidents, in consultation with Company Environmental Coordinator.

7.3.2 **Water Usage.** If Contractor will perform Work that will require use of permitted water sources, Contractor must contact Company Environmental Coordinator in advance of Work and provide a plan of operations, including a list of planned sources. Contractor must adhere to the Company standard operating procedures for Permitted Water Withdrawal and Water Withdrawal Tracking.

Contractor shall provide all Contractor equipment operators involved in water source development and ice road construction the most current maps for the project prior to any field operations, and shall ensure that all Contractor operators clearly understand the required procedures.

7.3.3 **Potable Water Systems.** Contractor is responsible for ensuring any facilities with public water systems are properly registered and maintained in conformance with Alaska Department of Environmental Conservation ('ADEC') requirements, and that facilities meet any additional Company requirements (i.e. initial coliform testing) for use.

7.3.4 **Air Emissions.** As soon as possible after execution of the Agreement, Contractor is responsible for:

- a. Providing Company an inventory of all air emitting equipment Contractor will be using. Examples of air emitting equipment include but are not limited to: engines, heaters, boilers, incinerators, storage tanks, painting equipment, kilns, crushers, and sandblasting equipment.
- b. Supplying a list of all fuels to be consumed by Contractor equipment, as well as the fuel's sulfur content, and a list of all surface coating materials to be used (together with the material's SDS), and the types of abrasives to be employed if blasting.
- c. Providing Company a copy of any ADEC-issued air permits in effect for the equipment (applicable to sources that use the General Permits like asphalt plants, rock crushers, soil remediation units, etc.).
- d. Maintaining records of any maintenance activities performed that may affect air emissions from the above mentioned air emitting equipment.
- e. Ensuring that any fuel-burning equipment employed by Contractor will not routinely emit visible smoke.
- f. Providing Company advance notice and subject of any changes to the equipment, fuels, coating materials, or abrasives to be use, which will allow Company the opportunity to evaluate the change(s) for applicability of NSP-NESHAP compliance.

8. INCIDENT/ ILLNESS NOTIFICATIONS AND INVESTIGATIONS

- 8.1 **Adherence to Company Policies.** Contractor shall adhere to the Company incident notification and investigation policies.
- 8.2 **Reporting of Occupational Injuries/ Illnesses.** Immediately following an incident resulting in injuries to Contractor personnel or third parties, including all OSHA-recordable injuries and illnesses, Contractor shall provide a verbal report of the incident to Company Representative. Contractor shall also work with Company Representative to provide a written report into Intelex within twenty-four (24) hours.
- 8.3 **Reporting of Hazards.** Immediately following the discovery of any hazards presented by the Work, Contractor shall provide a verbal report regarding the hazard to Company Representative. Contractor shall also provide a written report regarding the hazard to Company Representative within twenty-four (24) hours.
- 8.4 **Incident Reporting.** In accordance with the Company's Incident Notification and Investigation Policy, Contractor shall promptly report to Company HSE Representative through Company's Incident Report Database in Intelexall work-related injuries, chemical spills, halon releases, tundra disturbances, known or suspected permit violations, and 'near-misses' or other potentially serious incidents. Company shall review and, if appropriate, approve Contractor's incident report.
- 8.5 **Incidents Involving Equipment.** Immediately following an incident involving Company, Contractor, or third-party equipment, Contractor shall provide a verbal report of the incident to Company Representative. Contractor shall also work with Company Representative to provide a written report in Intelex of the incident within twenty-four (24) hours.
- 8.6 **Incidents Involving Spills.** Immediately following an incident involving a spill of any volume, including oil, chemical, and produced water spills, Contractor shall notify Company Representative.

ATTACHMENT 1 – LIFE SAVING RULES



Life Saving Rules

General Requirements	<p>The following general requirements apply to all nine Life Saving Rules</p> <p>Multiple Life Saving rules may apply to an activity or work task</p>
Critical Controls	<p>Critical Controls are identified for each Life Saving Rule and are highlighted at the beginning of each set of minimum requirements</p> <p>Critical Controls help in the prevention of events that we can't recover from or allow us to fail safely.</p>
Risk Assessment	<p>Prior to each Life Saving Rule activity a risk assessment must be performed</p> <p>The scope of the risk assessment must be appropriate for the task.</p>
Hazard Identification and Mitigation	<p>Prior to and during each Life Saving Rule activity a system must be in place to:</p> <ol style="list-style-type: none">1. Identify hazards2. Provide mitigation for those identified hazards3. Ensure the ongoing effectiveness of mitigations <p>For control of work activities, ensure that acceptable work conditions are communicated to affected personnel</p>
Changes in Work Scope and/or Conditions	<p>For any changes in work scope and/or conditions:</p> <ol style="list-style-type: none">1. Stop the work2. Reassess the hazards3. Verify effectiveness of existing and/or any new safeguards prior to recommencing work.
Training and Competency	<p>Prior to any Life Saving Rule activity, confirm that all workers are trained and/or competent for the task they are to perform.</p>
Fitness for Duty	<p>Prior to any Life Saving Rule activity, confirm that all workers are fit for duty.</p>
Life Saving Rules Verification	<p>Each Business Unit must have in place a Life Saving Rules Verification process that addresses the Critical Controls and all Minimum Requirements.</p>

For further guidance, see local HSE Management System requirements



Work Permits

Critical Controls

The Critical Controls for Work Permits are:

- **Verify** all isolations
- **Perform**, evaluate, and document Initial and periodic atmospheric testing as required by the permit.

Scope of work

The scope of work must clearly describe:

- The work to be performed
- The work location.

Competency

All persons working under the work permit must be competent to perform their assigned tasks.

Permit Requirements

Prior to the start of work, permit requirements must:

- **Be communicated** to all affected persons, including those that arrive after work has begun
- **Account** for interactions with other work permits and any non-permitted Simultaneous Operations
- **Define** methods for revalidation if needed.

Hazard Control /Mitigation

Confirm mitigation for all hazards identified on the permit prior to the start of work and as needed throughout the task

Hot Work

Prior to and during any Hot Work activities:

- **Identify** and control all ignition sources
- **Remove** or shield all flammable or combustible materials.

Changing Conditions

When conditions and/or work scope change:

1. **Stop** the work
2. **Reassess** the hazards
3. **Revise** the permit as necessary
4. **Confirm/reconfirm** original and any additional hazard mitigation measures.

For further guidance, see local Work Permit requirements



Critical Controls

Process/Mechanical/Electrical Isolation

Identifying Energy Sources

The Critical Controls for Process/Mechanical/Electrical Isolation are:

- **Identify** all potential energy sources
- **Isolate, Lock, and Tag** all energy sources
- **Verify** absence of energy before start of work (Try).

Isolating equipment

Energy sources must be:

- Identified by Authorized Persons
- Documented on applicable permits, LOTO plans, isolation certificates, etc.

Locking and Tagging equipment

All isolations must be performed by an Authorized person.

Locks and Tags must:

- Be placed on each isolating point while work is being performed
- Prevent the operation of the isolating device
- Clearly identify isolation points and lock owner
- Be removed only by Authorized Persons

Isolation locks and keys must be strictly controlled.

Verify Zero Energy (Try)

Absence of energy must be confirmed:

- Prior to the start of work
- After work breaks, as necessary
- As required by permits or LOTO plans
- By opening bleeder valves, operating start/stop switches, testing for hazardous materials, testing for absence of voltage, etc.

A walk-through of the isolation and verification of zero energy must be performed, at a minimum, with the responsible person and the lead worker.

For further guidance, see local Isolation/LOTO & Try requirements



Driving

Critical Controls

The Critical Controls for Driving are:

- **Wear** a seat belt when vehicle is in motion
- **Do not exceed** the speed limit
- **Do not use** mobile devices while driving.

Seat Belts

All occupants must wear and keep their seatbelts properly fastened while in a moving vehicle

Driving Behaviors

Drivers on company business or property must:

- **Observe** speed limits
- **Drive** to accommodate weather and road conditions
- **Never** drive when fatigued
- **Pull** over and take a break when necessary

Vehicle occupants must intervene if an unsafe situation arises

Spotters must be utilized when required.

Mobile Devices

Do not use mobile devices while driving. These include:

- Mobile Phones
- Tablets
- Laptops

Mobile devices may be used as navigational aids. Manual activation or manipulation must only be performed when the vehicle is parked.

Journey Management

Perform a pre-trip inspection prior to operating a vehicle

Complete a Journey Management Risk Assessment when required.

For further guidance, see local Driving Safety requirements



Excavation

Critical Controls

The Critical Controls for Excavation are:

- **Identify** all underground services
- **Verify** all isolations are in place and effective
- Enter excavations only with appropriate protective systems in place.

Underground Services

Prior to and during excavation activities, underground services must be:

- Positively identified
- Marked and markings maintained
- Deenergized when required.

Energy Isolations

Verify absence of energy for any associated energy isolations

Entering Excavations

Never enter an excavation before:

- Determining if a confined space entry permit is required
- A competent person has inspected the excavation
- An appropriate protective system is in place and inspected, as required
- Verifying a safe means of access and egress.

Excavation Equipment

When excavation equipment is in use:

- Utilize competent spotters to:
 - Aid in identification of underground hazards
 - Warn personnel of heavy equipment movement
 - Identify and communicate overhead hazards
- Establish, maintain, and honor barriers and exclusion zones.

For further guidance, see local **Ground Disturbance and Excavation requirements**



Lifting Operations

Critical Controls

The Critical Controls for Lifting Operations are:

- Establish, maintain, and honor barriers and exclusion zones
- Do not walk under a suspended load
- Confirm all lifting equipment is rated for the load.

Competency Requirements

Ensure all employees meet competency requirements for their tasks, including:

- Lift plan preparers and approvers
- Lifting equipment operators
- Riggers
- Signalpersons
- Lift supervisors.

Equipment Inspections

Conduct the required inspections of the following equipment:

- Lifting equipment
- Rigging components
- The load to be lifted and any rigging attachment points

Ensure load limits and inspection dates, as required, are clearly marked, understood, and appropriate for the load. Ensure that third party certifications of all lifting equipment and components have been completed.

Suspended Loads

When loads are suspended:

- Establish clear escape routes
- Establish an agreed upon set of standard hand signals
- Establish a communication plan for blind lifts
- Do not walk under a suspended load
- Utilize tag lines or other assist devices to guide and set load.

Critical Lifts

Complete a Critical Lift plan when required.

Barriers and Exclusion Zones

Establish, maintain, and honor barriers and exclusion zones.

For further guidance, see local Lifting Operations requirements



Working at Heights

Critical Controls

The Critical Control for Working at Heights is:

- **Maintain** 100% fall protection where required
- **Plan** for fall prevention and/or protection when working from ladders.

Equipment Selection and Inspection

Before working at heights, a qualified person must:

- **Determine** if work can be completed at grade or in a manner not requiring personal fall arrest equipment
- **Identify** rated anchor points, above the worker's head, where possible
- **Inspect** all fall arrest equipment, including:
 - Full body harness with a D-ring attachment point
 - Lanyards with shock absorbers or fall limiting devices
 - Dual action, self-locking snap hooks at each connection
- **Remove** any damaged equipment from service.

Dropped Object Prevention

Protect against dropped objects by:

- Securing tools and equipment from falling to a lower level
- Establish and maintain exclusion zones below overhead work.

Working at Heights

All personnel working at heights must:

- Maintain 100% fall protection where required
- Only work on scaffolding built, modified, and inspected by a competent person
- Plan for fall prevention and/or protection when working from ladders
- Have an established rescue plan, including equipment to minimize suspension trauma in the event of an arrested fall
- Protect all wall and deck openings.

For further guidance, see local Working at Heights requirements



Confined Space Entry

Critical Controls

The Critical Controls for Confined Space Entry are:

- **Verify** all isolations are in place and effective
- **Perform** all required initial, periodic, and continuous atmospheric monitoring
- **Prevent** unauthorized entry.

Energy Isolation

Verify that all energy isolations are in place and effective

Acceptable isolation methods for confined space entries are:

- Blinding/Positive Isolation
- Disconnecting process piping
- Isolating all electrically driven/powered equipment.

Atmospheric Testing

Ensure Atmospheric testing equipment is calibrated, inspected, and maintained

Perform, Evaluate, and Document the following atmospheric testing

- Initial
- Periodic
- Continuous, as required

Establish and maintain ventilation as required by permit.

Confined Space Attendant

The confined space attendant's duties are:

- Maintain communication with entrants
- Evacuate the space in the event of an emergency
- Do not enter the confined space
- Prevent unauthorized entry.

Emergency Response

Emergency response procedures and resources are in place

Entry Authorization

The confined space entry permit requirements must be communicated to all entrants and the attendant(s)

The permit must be posted at the point of entry

A log of personnel in and out of the space must be maintained when required.

For further guidance, see local Confined Space Entry requirements



Critical Controls

Bypassing Safety Devices

The Critical Controls for Bypassing Safety Devices are:

- **Perform** a thorough risk assessment prior to bypassing, disabling, or inhibiting a safety protection device or system
- **Communicate** all bypasses between shifts/crews.

Risk Assessment and Authorization

Prior to bypassing a safety protection device an authorized person must perform a risk assessment that includes the following:

- **Identifying** the affected safety protection devices
- **Understanding** the impact of interaction with other safety protection devices and on the system as a whole
- **Mitigating** the associated risks
- **Completing** any required Management of Change processes

Authorization level must be based on risk assessment results.

Common Safety Protection Devices

Common safety protection devices include:

- Emergency shutdown systems
- Fire and gas systems
- Process controls and alarm systems
- Relief valves
- Crane operator aids (LMIs, Anti two-block).

Bypass logs and Management Reviews

Bypassing safety protection devices requires:

- A current log for bypassed safety protection devices.
- A routine management review for all bypasses or inhibits.

Communication and Shift Handovers

The communication plan must cover all shift and crew handovers.

For further guidance, see local Bypassing Safety Protection Devices requirements



Critical Controls

Line of Fire

The Critical Controls for Line of Fire are:

- **Establish**, maintain, and honor barriers and exclusion zones
- **Position** yourself and others to avoid line of fire hazards
- **Protect** against dropped objects.

Barriers and Exclusion Zones

When establishing barriers and exclusion zones consider the following:

- Overhead lifts, pressure testing, moving equipment, overhead work, etc.
- Completeness, maintenance, and communication of barricades
- Adherence to barriers and exclusion zones.

Positions of People

When determining proper position of people during work, consider:

Pressure Releases	breaking flanges and hose connections, removing plugs, blowing down equipment, pressure testing
Vehicles and heavy equipment	barricades, spotters, evaluation and planning of traffic patterns.
Suspended and swinging loads	tethering of tools/equipment, management of loads with tag lines and guide poles, evaluation of centers of gravity and environmental conditions.
Moving objects	unexpected movement of tools or equipment, securing of materials such as piping.
Equipment in stress	(compression, tension, or bent) – expected direction of energy release in a failure scenario.
Pinch Points	activities that subject people to crushing injuries

Prevent Dropped Objects

Protect against dropped objects:

- Secure tools and equipment from falling to a lower level
- Establish and maintain exclusion zones below overhead work

For further guidance, see local Line of Fire requirements.

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.