

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions include the Additional Terms and Conditions for Application, attached hereto as Attachment A. The General Terms and Conditions and the Additional Terms and Conditions for Application (collectively, the "General Terms and Conditions") apply to all Work performed by Supplier. It is the obligation of Supplier to review the Additional Terms and Conditions for Application, including the Additional Terms, Common Exhibits, and Scope- and Site-Specific Exhibits and Addenda thereto, to determine which terms and conditions therein are applicable to each Order and to any Work performed by Supplier thereunder. Each Order incorporates by reference the Standard Procurement Agreement, consisting of the Enabling Articles, Attachments and these General Terms and Conditions (collectively, the "Agreement"), under which the Order was placed, and will be interpreted consistently with the Agreement.

1. **ORDERS.** Supplier agrees to the Order by executing the Order, performing Work, or engaging in any conduct that recognizes the Order. Any provision of Supplier's documents that adds to or conflicts with the Order is rejected and is deemed null and void. The term of an Order will begin on the date specified in the Order or, if no date is specified, upon Supplier's agreement to the Order, and will continue until the earliest of: (i) the expiration date set out in the Order; (ii) completion and acceptance of the Work; or (iii) Purchaser's notifying Supplier of early termination of the Order.
2. **PAYMENT.** Invoicing and payment terms are set out at Exhibit E, or, if Exhibit E is not incorporated, payment is due within 60 days after invoice date.
3. **TAXES.** Supplier will pay all taxes imposed against Supplier or its property as required to enable Supplier to perform the Order. Supplier will exclude from the price, and separately itemize on invoices, taxes that Supplier is legally responsible for collecting from Purchaser. Supplier will include all other taxes in the price. However, Supplier will not collect any sales or use taxes for which Purchaser furnishes an Exemption Certificate. Supplier will indemnify and hold Purchaser harmless from any liability resulting from Supplier's noncompliance with this Section.
4. **TITLE.** Unless otherwise specified in the Order, title to Goods passes to Purchaser upon any payment therefor by Purchaser or upon delivery to Purchaser's premises or other site designated by Purchaser, whichever occurs earlier. Unless otherwise specified in the Order, risk of loss or damage to Goods passes to Purchaser upon delivery to Purchaser's premises.
5. **QUALITY AND WARRANTIES.**
  - (a) Supplier represents and warrants that Services will be performed with:
    - (i) all necessary registrations, licenses, permits, or authorizations,
    - (ii) in a competent manner,
    - (iii) in accordance with the Order,
    - (iv) free from deficiencies or defects, and
    - (v) in conformance with Purchaser's specifications, samples, models, and designs.
  - (b) Supplier further represents and warrants that Goods will be:
    - (i) new,
    - (ii) with clear title,
    - (iii) in conformance with the specifications set forth or incorporated in the Order,
    - (iv) adequately packaged,
    - (v) fit for their usual purpose,
    - (vi) of at least ordinary quality if not customized,
    - (vii) consistent with agreed samples or models, and,
    - (viii) for one (1) year from the date of delivery, free from defects or deficiencies.
  - (c) Supplier will at Supplier's cost:
    - (i) promptly correct any deficiencies in Services,
    - (ii) promptly repair, replace, or refund payment for non-conforming Goods – at Purchaser's option, and
    - (iii) for repaired, replaced, or corrected Work, provide the same warranties as for the original Work.
    - (iv) Supplier will use its best efforts to ensure that all warranties from suppliers or manufacturers are assigned or otherwise made available to Purchaser and will deliver to Purchaser a copy of such warranties.

- (v) Supplier will promptly notify Purchaser of any change in manufacturing material or technique affecting the quality of Goods. Supplier may not substitute goods or impose extra charges unless authorized in writing by Purchaser.
  - (vi) Work is subject to Purchaser's inspection and acceptance. Purchaser will at all times have access to Work, and Supplier will provide facilities for access and inspection by Purchaser or its representatives. Purchaser may reject, or revoke acceptance of, non-conforming Work. If Purchaser holds Goods not accepted, it does so at Supplier's risk. If Supplier so instructs, Purchaser will return these Goods at Supplier's expense. Payment of an invoice does not constitute inspection and acceptance of Work. No payment, inspection or acceptance will relieve Supplier of any warranties and obligations hereunder.
  - (vii) Supplier shall ascertain, before performing any Work, whether any drawings and specifications are at variance with applicable law or good engineering and operational practices, notify Purchaser of such variances, and with Purchaser's agreement, ensure that necessary changes are made.
6. **INDEPENDENT CONTRACTOR.** Supplier is an independent contractor responsible for controlling and supervising its personnel and equipment and is not the agent or employee of Purchaser. Neither Supplier nor its employees are entitled to participate in or receive benefits from any employee benefit plan sponsored by Exxon Mobil Corporation or any of its affiliated companies. Individuals provided to perform Services under an Order are considered "special agreement persons" under the terms of the core benefit plans of Exxon Mobil Corporation and, as such, are expressly excluded from participation thereunder. Such individuals are not considered "regular employees" or "non-regular employees" of Exxon Mobil Corporation or any of its affiliated companies for purposes of plan participation. Supplier will take appropriate action to ensure that its employees understand that they are not employees of Purchaser and are not entitled to benefits from any program sponsored by Exxon Mobil Corporation or its affiliated companies for their employees and that they understand their other obligations, including those relating to confidentiality and ownership of documents and inventions. If Exhibit A, Attachment 1 (*Supplier Employee's Review of Pertinent ExxonMobil Agreement Terms and Confidentiality Agreement*) is incorporated into the Agreement, Supplier will require each employee performing Services to sign a copy of this document before beginning Services, and Supplier will provide copies of these signed documents to Purchaser upon Purchaser's request.
  7. **PURCHASER'S PREMISES.** Supplier will ensure that safety, security, and related requirements for property owned or controlled by Purchaser ("Work Site") are followed in performing an Order. Purchaser may change safety and health requirements, including those in Exhibit G, by oral or written notification to Supplier without complying with any other provision on giving notice. Supplier will inspect the Work Site and ensure that Supplier and subcontractor personnel use personal protective equipment and work practices necessary to achieve workplace safety. Supplier will promptly remove from the Work Site any Supplier or subcontractor personnel, as Purchaser may, in its sole discretion, designate. Supplier releases and indemnifies Purchaser from any Losses resulting from such removal unless Purchaser's request violates applicable law, but otherwise, even if caused in whole or in part by the negligence, strict liability or other legal fault of any type or kind of Purchaser.
  8. **SAFETY DATA SHEETS.** Supplier will provide all applicable Safety Data Sheets (SDS) upon or before the initial shipment, or with respect to updates, the first shipment after the update. Supplier will send SDS and updates to each of Purchaser's receiving locations.
  9. **DEBRIS AND TRASH.** For any Work performed at Purchaser's refinery or chemical plant, Supplier will accumulate on-site all debris and trash resulting from Supplier's operations and keep and leave any Work Site in a condition satisfactory to Purchaser; Purchaser may provide instructions for disposition of all debris and trash. For Work performed at any location of Purchaser other than a refinery or chemical plant, Supplier will at its sole expense remove all inert debris and municipal trash resulting from Supplier's operations and keep and leave any Work Site in a condition satisfactory to Purchaser.
  10. **MANAGEMENT OF WASTE.** Supplier and its subcontractors will, in performing Services, have the responsibility and liability for the proper management of wastes according to all applicable laws and regulations. In particular, Supplier and its subcontractors will: (a) implement procedures to minimize the generation of waste including, at a minimum, process substitution, materials recovery, continued product use, and when possible, selecting less toxic alternatives to minimize hazardous waste generation; (b) consolidate (with like product) partially full containers of paint, solvent, chemicals, and other products whenever possible, to minimize waste and allow use of the remaining product; (c) not commingle waste they generate with any waste generated by Purchaser or others without prior written consent of Purchaser; (d) segregate hazardous waste from

nonhazardous waste at all times; (e) control waste generation activities, to the extent possible, to fall within the conditionally exempt small quantity or small quantity generator regulations under the Resource Conservation and Recovery Act, as amended, and its regulations ("RCRA") and any applicable state regulations; and, (f) in addition to (a) through (e) above, for Services performed at Purchaser's refinery or chemical plant, not transfer waste to any off-site facility without Purchaser's prior written consent. Supplier and its subcontractors will also ensure that all waste is handled in compliance with any Exhibits or Addenda relating to the management of waste that are made a part of this Agreement or any Order.

#### 11. **THIRD PARTY INDEMNITY**

- (a) Definitions. "Purchaser Group" means any or all of the following: (i) Purchaser, (ii) Affiliates, (iii) their officers, directors, employees, agents, and representatives, and subsidiary and affiliated (including parent) companies, and (iv) officers, directors, employees, agents, and representatives of such subsidiary and affiliated companies. "Supplier Group" means any or all of (i) Supplier and its subcontractors of any tier involved in the Services, (ii) officers, directors, employees, agents, and representatives, and subsidiary and affiliated (including parent) companies of entities in item (i), and (iii) officers, directors, employees, agents, and representatives of such subsidiary and affiliated companies.
- (b) Supplier Group. **NOTWITHSTANDING SECTION (D) BELOW OF THIS THIRD PARTY INDEMNITY CLAUSE, SUPPLIER RELEASES AND INDEMNIFIES PURCHASER GROUP FROM AND AGAINST ALL LOSSES THAT ARISE OUT OF OR ARE RELATED IN ANY WAY TO THE SUBJECT MATTER OF AN ORDER AND THAT ARE ASSERTED BY OR ARISE IN FAVOR OF SUPPLIER GROUP AND/OR SPOUSES OR RELATIVES OF MEMBERS OF SUPPLIER GROUP, DUE TO PERSONAL INJURY OR DEATH WHETHER OR NOT CAUSED BY THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE OF PURCHASER GROUP AND/OR ANY CLAIM OF STRICT LIABILITY.**
- (c) Purchaser Group. **NOTWITHSTANDING SECTION (D) BELOW OF THIS THIRD PARTY INDEMNITY CLAUSE, PURCHASER RELEASES AND INDEMNIFIES SUPPLIER GROUP FROM AND AGAINST ALL LOSSES THAT ARISE OUT OF OR ARE RELATED IN ANY WAY TO THE SUBJECT MATTER OF AN ORDER AND THAT ARE ASSERTED BY OR ARISE IN FAVOR OF PURCHASER GROUP AND/OR SPOUSES OR RELATIVES OF MEMBERS OF PURCHASER GROUP, DUE TO PERSONAL INJURY OR DEATH WHETHER OR NOT CAUSED BY THE SOLE, JOINT AND/OR CONCURRENT NEGLIGENCE OF SUPPLIER GROUP AND/OR ANY CLAIM OF STRICT LIABILITY.**
- (d) Third Parties. **PURCHASER RELEASES AND INDEMNIFIES SUPPLIER GROUP FROM LOSSES ASSERTED AGAINST THE INDEMNITEE BY ANY THIRD PARTY FOR PERSONAL INJURY, DEATH OR LOSS OR DAMAGE TO PROPERTY RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF PURCHASER GROUP AND THAT ARISE OUT OF OR ARE RELATED IN ANY WAY TO THE SUBJECT MATTER OF AN ORDER; AND SUPPLIER RELEASES AND INDEMNIFIES PURCHASER GROUP FROM LOSSES ASSERTED AGAINST THE INDEMNITEE BY ANY THIRD PARTY FOR PERSONAL INJURY, DEATH OR LOSS OR DAMAGE TO PROPERTY RESULTING FROM THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF SUPPLIER GROUP AND THAT ARISE OUT OF OR ARE RELATED IN ANY WAY TO THE SUBJECT MATTER OF AN ORDER. HOWEVER, WHEN PERSONAL INJURY, DEATH, OR LOSS OR DAMAGE TO PROPERTY IS THE RESULT OF JOINT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF PURCHASER GROUP AND SUPPLIER GROUP, THE INDEMNITOR'S DUTY OF INDEMNIFICATION WILL BE IN PROPORTION TO ITS GROUP'S ALLOCABLE SHARE OF JOINT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT. IF EITHER PURCHASER GROUP OR SUPPLIER GROUP IS STRICTLY LIABLE UNDER LAW, THE OTHER PARTY'S DUTY OF INDEMNIFICATION WILL BE IN THE SAME PROPORTION THAT ITS GROUP'S NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT CONTRIBUTED TO THE PERSONAL INJURY, DEATH, OR LOSS OR DAMAGE TO PROPERTY FOR THAT ONE OR MORE MEMBERS OF THE OTHER GROUP IS STRICTLY LIABLE.**

- 12. **GROSS NEGLIGENCE AND WILLFUL MISCONDUCT**. Notwithstanding anything in this Agreement or an Order to the contrary, each party is fully responsible, without limit, for Gross Negligence or Willful Misconduct of its managerial and senior supervisory personnel and is not entitled to a release, indemnity, or defense from the other party for this conduct. "Gross Negligence" is defined by the law governing the Order; however, if such law does not define the term "gross negligence," it means any act or failure to act (whether sole, joint, or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless

disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing the Order; however, if such law does not define the term "willful misconduct," it means an intentional disregard of good and prudent standards of performance or of any of the terms of the Order.

### 13. RESPONSIBILITY FOR PROPERTY

- (a) Supplier releases and indemnifies Purchaser from loss or damage to:
  - (i) Supplier's and subcontractors' tools, equipment and rented items used or intended for use in performance of the Work; and
  - (ii) any other property of Supplier, subcontractors, or Purchaser while in Supplier's control before delivery to the Work Site, even if the loss or damage results in whole or in part from Purchaser's negligence, strict liability, or other legal fault of any type or kind of Purchaser.
- (b) Purchaser releases and indemnifies Supplier from loss or damage to Purchaser's and Supplier's property intended to be incorporated into or used in the Work to be performed and located at the Work Site before or during the performance of the Work (excluding Supplier's or Subcontractors' tools, equipment and rented items used or intended for use in performance of the Work) even if the loss or damage results in whole or in part from Supplier's negligence, strict liability, or other legal fault of any type or kind. Purchaser's property covered by this sub-section (b) includes an oil or gas reservoir related to the Work Site and the hole(s) used for drilling or producing that is intended to reach this reservoir.
- (c) Notwithstanding other provisions of this Agreement or an Order to the contrary, Purchaser does not release or indemnify Supplier, and Supplier is solely responsible, for:
  - (i) Losses that are covered by Supplier's insurance or are within Supplier's deductible or self-insured retention,
  - (ii) loss of money or securities or unexplained or mysterious disappearance of property in Supplier's control, and
  - (iii) theft of property by Supplier, subcontractors, and their employees.
- (d) Supplier shall compensate Purchaser for Losses to Purchaser's existing property which is in reasonable proximity to the area of the Work Site or where Work is performed which results from the negligence of Supplier and/or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Purchaser; however, Supplier's responsibility shall not exceed the amount recoverable by Supplier or its subcontractors under the valid and collectible insurance carried by Supplier and subcontractors, or the amount which would have been recoverable under that insurance if all conditions, requirements, and warranties imposed on the insured by the insurer are being or had been met. Purchaser shall release Supplier from liability to Purchaser for such loss or damage and/or for any resulting consequential, special or indirect damages, or loss of anticipated profits sustained by Purchaser exceeding the amounts so recoverable, **EVEN IF THE LOSS OR DAMAGE RESULTS FROM SUPPLIER'S NEGLIGENCE**; however, Supplier's responsibility shall include the value of any deductible or self-insured retention applicable under that insurance.

### 14. INSURANCE

- (a) Supplier will maintain its existing insurance, including, without limitation, comprehensive and/or commercial general liability insurance coverage excess or umbrella liability policies, and any first-party property coverage for Supplier's tools, equipment, rented items, and other tangible property. Supplier may not require its subcontractors to purchase additional insurance beyond their existing coverage.
- (b) Supplier's primary, excess, and umbrella insurance policies or other coverages including, but not limited to, self-insurance or self-insured retentions, except workers' compensation insurance unless indicated otherwise in this Sub-Section (b) will:
  - (i) cover Purchaser and Affiliates as additional insureds for liability including their negligence, strict liability, or other legal fault of any type or kind, if any, in connection with or in any way related to, Supplier's Work;
  - (ii) be primary as to all other policies including any deductibles or self-insurance coverage; and,
  - (iii) contain contractual coverage, completed operations coverage, and cross-liability coverage.
- (c) Supplier will ensure that its insurers, including Supplier's workers' compensation insurers, will have no rights of recovery – *i.e.*, they fully waive subrogation - against Purchaser and Affiliates, but Supplier does not have to purchase additional insurance for this purpose.

- (d) Notwithstanding the above language, for Services subject to the Louisiana Oilfield Indemnity Act, La. Rev. Stat. 9:2780, additional insured status and a waiver of subrogation are effective only if the entity requesting this coverage pays the premiums. Purchaser declines this coverage unless it makes a separate specific request.
- (e) Purchaser may furnish workers compensation insurance for Services performed by Supplier at the covered sites. Purchaser will notify Supplier in writing if Purchaser chooses to supply this coverage. Purchaser will reduce Supplier's compensation by an amount equal to Supplier's savings in workers compensation insurance costs. When Purchaser furnishes or arranges this coverage, Supplier may not waive, or cause its insurers to waive, any rights of subrogation or contribution under any workers' compensation, employers' liability, or similar social insurance applicable to Supplier's covered employees.
15. **INSURANCE AND INDEMNITY REFORMATION.** If insurance or indemnity provisions exceed allowable limits under law, such provisions are amended to conform to such limits.
16. **CONFIDENTIALITY.** "Confidential Information" under the Agreement or an Order means all technical and business information that is (i) made available to Supplier, directly or indirectly, by Purchaser or Affiliates, (ii) developed or acquired by Supplier in performance of an Order, or (iii) provided by Company or Affiliates in contemplation of placement of an Order. Supplier will hold in confidence all Confidential Information. Supplier may not use Confidential Information for any purpose other than proposal development or performance of the Order. Purchaser accepts no obligation of confidence with respect to items acquired or information disclosed, no matter how labeled, to Purchaser by Supplier unless provided for in a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier may not place any restrictive notices on any information, no matter the form of its recording, that Supplier provides to Purchaser hereunder and Purchaser is authorized to remove or disregard any such notices placed on information by Supplier in violation of this provision. Supplier may not take any photographs, videos, or other recordings of Purchaser's or Affiliates' property without Purchaser's prior written consent.
17. **OWNERSHIP OF DOCUMENTS.** All tracings, drawings, field notes, requisitions, purchase orders, specifications, computer programs (data files and other software in whatever form), and other documents, records, and materials, whether written, audio, or video, developed by Supplier in connection with any Order ("Documents") will be the sole property of Purchaser. Supplier will provide the original and all copies of the Documents to Purchaser when Work is completed or earlier upon Purchaser's written request. Supplier may, with the prior written approval of Purchaser, retain one archival copy of Documents. Supplier hereby assigns, agrees to assign in the future as necessary, in the sole opinion of the Purchaser, and will require its employees and subcontractors to assign, the copyrights in all Documents to Purchaser.
18. **OWNERSHIP OF INVENTIONS.** If Supplier or its personnel make any inventions, discoveries or improvements (collectively, "Inventions") patentable or unpatentable, resulting from Supplier's activities hereunder, Supplier will promptly disclose those Inventions to Purchaser in writing. Inventions covered in this Section will include those conceived during the term of the Order between Purchaser and Supplier and within one (1) year thereafter. Further, Supplier hereby assigns each such Invention to Purchaser or Purchaser's designee. Supplier also will require its employees to review and execute such papers as Purchaser or Purchaser's designee requests in connection with any assignment and in connection with the acquisition of letters patent, domestic and foreign, on any Inventions.
19. **OTHER INTELLECTUAL PROPERTY MATTERS.** For purposes of this Section, "Intellectual Property Right" means any patent, trademark, copyright, trade secret, or other proprietary right of a third party. Supplier warrants and represents that the Work, materials, and articles, in the form delivered to Purchaser, including any labels or trademarks affixed thereto by or on behalf of Supplier, are free from any claim of a third party for infringement or misappropriation of an Intellectual Property Right. Supplier will defend at Supplier's expense and indemnify and hold Purchaser and Affiliates harmless against any and all expenses, liability or loss from any claim or lawsuit for alleged infringement or misappropriation of any Intellectual Property Right resulting from the manufacture, sale, use, possession or other disposition of any Work, materials, or articles furnished by Supplier under the Order. Supplier's responsibility to indemnify Purchaser and Affiliates will include, without limitation, payment of penalties, awards, and judgments; court and arbitration costs; attorney's fees and other reasonable out-of-pocket costs incurred in connection with such claims or lawsuits. Purchaser or an Affiliate, as applicable, may, at its option, be represented by counsel of its own selection, at its own expense. Supplier may not consent to an injunction against any of Purchaser's or an Affiliate's operations, the payment of money

damages, the granting of a license or the parting of anything of value by Purchaser or an Affiliate with respect to resolution or settlement of any claim or lawsuit.

20. **EMBEDDED SOFTWARE AND INTERNET OF THINGS FUNCTIONALITY.** If Supplier provides Goods with embedded, included, or other functionality-enabling software (e.g., firmware) that is not covered by the Ownership of Documents Section, whether such software is created by Supplier or a third party, Supplier grants to Purchaser a perpetual and irrevocable right to use such software in connection with the Goods. Purchaser may extend or transfer this right to any person or entity. If access to or use of the software requires Purchaser or users to “accept” terms and conditions through use of “click-wrap” (e.g., clicking “I accept”), “shrink-wrap” or any other means, Supplier agrees that such terms and conditions will be of no force or effect and this Agreement will govern Purchaser’s rights to such software. All such software is comprised within the term “Goods” under the Order for all purposes.

If the Goods allow wired or wireless functionality (e.g., ‘smart’ devices or ‘Internet of Things’ devices), Supplier represents and warrants the following:

- (a) The Goods employ reasonable, prudent industry standard security controls.
- (b) The Goods do not include any known security vulnerabilities.
- (c) The Goods do not include any hard-coded passwords.
- (d) The Goods do not allow communication over unencrypted data links.
- (e) The Goods do not have the capability to directly or indirectly communicate with other devices without Purchaser’s intervention and knowledge.
- (f) Supplier will monitor and assess security controls for the Goods on an ongoing basis to ensure security control effectiveness against the then-current threat environment.
- (g) Supplier will promptly notify Purchaser when Supplier discovers or becomes aware of any security vulnerabilities in the Goods and will make responsive security updates available, and will assist Purchaser in implementing such updates, at Supplier’s expense.

21. **USE OF TRADEMARKS.** Supplier will not, without the prior written consent of Purchaser or Company, use any name, trade name, or trademark of Purchaser, Company, or their Affiliates except as necessary to perform an Order.

22. **SUBCONTRACTORS.** Supplier may not use subcontractors to perform Work without written permission from Purchaser. Supplier will be responsible for Work performed by its subcontractors and for compliance by subcontractors with all requirements of the Order to the same extent as when Work is performed by Supplier’s own forces.

23. **LIENS.** Supplier will ensure that its employees, subcontractors, and subcontractor’s employees do not affix any claims or liens upon or against Purchaser’s real or personal property. Supplier will indemnify, defend, and hold Purchaser harmless from these claims and liens. If requested, Supplier will furnish Purchaser with full releases of claims and liens on forms satisfactory to Purchaser. Purchaser may require Supplier to post a bond, at no cost to Purchaser, to remove these claims or liens. Alternatively, Purchaser may discharge or remove these claims or liens by bonding, payment, or other means, all of which are chargeable to Supplier along with attorney’s fees and costs.

24. **FORCE MAJEURE.** “Force Majeure” means an occurrence beyond the reasonable control and without the fault or negligence of the invoking party, which such party is unable to prevent or protect against by the exercise of reasonable diligence. However, a subcontractor failure does not constitute Force Majeure unless the failure is caused by an event of Force Majeure and alternative sources are unavailable to meet the need. Financial hardship does not constitute Force Majeure. A party will not be in default to the extent it is unable to perform because of Force Majeure. A party invoking Force Majeure will: (a) immediately notify the other party; (b) make every effort to remedy the cause of non-performance, except a strike, and (c) resume performance as soon as possible.

25. **GOVERNING LAW AND DISPUTE RESOLUTION.**

- (a) The Agreement will be governed by the laws of the state of Texas, without reference to principles of conflicts of law. An Order will be governed by the laws of the following states, without reference to principles of conflicts of law: Louisiana, for any Order performed on Purchaser’s premises in Louisiana, or Texas, for all other Orders. But an Order will be governed by the General Maritime Law of the United States when Work includes maritime activities. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement or any Order.

- (b) When Louisiana law governs, Purchaser (as principal) and Supplier (as direct employer) agree to recognize Purchaser as the statutory employer of employees of Supplier and subcontractors while such employees are engaged in Work for Purchaser under the Order. This provision is included for the sole purpose of establishing a statutory employer relationship to gain the benefits expressed in La. Rev. Stat. 23-1031 (C-E) and La. Rev. Stat. 23:1061(A) and is not intended to create an employer/employee relationship for any other purpose.
  - (c) The parties agree to submit to the exclusive jurisdiction of the courts in the following states, including municipal, county, state, and/or federal courts as appropriate: (i) Louisiana, when Louisiana law governs, or (ii) Texas, for all other Orders and the Agreement.
  - (d) The purchase of Goods, whether the primary or incidental purpose of the Order is governed by: (i) the Uniform Commercial Code as adopted by the State of Texas, or (ii) when Louisiana law governs the Order, the equivalent civil code provisions in Louisiana law.
26. **COMPLIANCE WITH LAW.** Supplier will comply and secure compliance by its subcontractors with all law applicable to the Order.
27. **BUSINESS STANDARDS.** Supplier will conduct its activities in an ethical manner and will not engage in any activity that could create a conflict of interest, such as making, receiving, or offering substantial gifts, entertainment, payments, loans, or anything else of value to personnel or representatives of Purchaser or their families for the purpose of influencing those persons to act contrary to Purchaser's best interests. Supplier will provide complete and accurate financial documentation to Purchaser.
28. **AUDIT.** Supplier will preserve documentation related to the Order for three years after completion of the Order. Purchaser may audit Supplier's compliance with the Order and Supplier will provide Purchaser access to Supplier's documentation, personnel, and facilities in support of any such audit and will permit Purchaser to reproduce any of the documentation. Supplier will cause any subcontractors to preserve documentation and allow Purchaser to audit to the same extent. Purchaser will bear its own costs to perform an audit but will not be liable for Supplier's or subcontractor's costs resulting from an audit.
29. **SUSPENSION AND TERMINATION.** Purchaser may suspend or terminate the Order or Work at any time and for any reason by notice, written or oral, to Supplier. Supplier's and its subcontractors' sole remedy and Purchaser's sole liability for any suspension or termination will be payment to Supplier only for Work performed, obligations already incurred in reliance on the Order that cannot be terminated, and direct suspension or termination costs that have been pre-approved by Purchaser. Supplier will promptly resume Work if authorized by Purchaser.
30. **ILLEGAL INFORMATION BROKERING.** Supplier warrants and represents that it has not used, and will not use, confidential information of others or illicit influence such as illegal information brokering in connection with this Agreement. Supplier will promptly notify Purchaser if anyone approaches Supplier for the purpose of illegal information brokering concerning this Agreement.
31. **PRECEDENCE.** An Order takes precedence over Agreement terms for the Order only to: (i) modify Work or Software (if Exhibit Q is included) or pricing, but not to increase a firm or a "not-to-exceed" price; (ii) add additional Work or Software (if Exhibit Q is included) and pricing for this Work or Software; (iii) modify shipping and delivery procedures; (iv) modify the payment period, or (v) add, modify, or replace Exhibits E, G, H, I or N. Items (ii) through (v) apply only to written Orders. If there is a conflict between an Exhibit and the General Terms and Conditions, the General Terms and Conditions will govern, provided that the terms of Exhibit DP, if attached, shall take precedence and govern with respect to protection of personal data; and provided that the terms of Exhibit Q, if attached, will govern over these General Terms and Conditions and other Exhibits with respect to Software only; and the terms of Exhibit OS, if attached, will govern over these General Terms and Conditions and other Exhibits with respect to Online Services.
32. **ASSIGNMENT.** Supplier may not assign the Order without Purchaser's prior written approval. This approval does not relieve Supplier of its obligations under the Order.
33. **THIRD PARTY BENEFICIARIES.** Any Affiliate receiving the benefits of Work provided by Supplier, directly or indirectly, is a third-party beneficiary entitled to all rights under the applicable Order as if the Affiliate were Purchaser.
34. **SEVERABILITY; SURVIVORSHIP; WAIVER; HEADINGS.** If any provision of the Agreement or Order becomes legally invalid or unenforceable, that provision will be treated as omitted; all other provisions will remain in full force and effect. The warranty, confidentiality, indemnification, allocation of liability, and other

provisions that by their nature continue survive the Agreement and Order. No waiver of a right or default is effective unless in writing, and a waiver does not apply to any subsequent right or default. The headings in the Agreement or Order are not intended to construe the provisions of the Agreement or Order.

35. **CHANGES, AMENDMENTS AND ENTIRE AGREEMENT.** An Order may only be changed or amended in a writing either (i) issued by Purchaser and accepted by Supplier through performance or otherwise or (ii) signed by both parties. Purchaser may revise the requirements for Work or Software (if Exhibit Q is included) at its sole discretion. If Purchaser revises any such requirements, Purchaser will issue a change order provided such change affects (i) Supplier's costs for performing Work or providing Software, or (ii) the time required for performing Work or delivering Software. Changes resulting from Supplier's non-compliance with the Agreement will not be subject to change orders. The Order constitutes the entire agreement between Supplier and Purchaser, and it supersedes all prior negotiations, representations, or agreements, either oral or written, related to the Order's subject matter. Without limiting the foregoing, no "click-wrap", "click-through", "browse-wrap" or other terms that Company or Purchaser may be required to "accept" to access a Supplier website will have any force or effect.
36. **SET OFF.** Purchaser may set off any Losses that Purchaser may have against Supplier against any performance or payment due to Supplier under any Order or any other contract between the parties.
37. **PERSONAL DATA PROTECTION.** Each Party will process the personal data of the natural persons on the basis of its legitimate interest and for the purpose of ensuring the maintenance of the contractual relationship. Each Party will treat and protect the personal data, including implementing appropriate administrative, technical, physical organizational and operational safeguards and other security measures designed to protect the personal data to ensure compliance with any applicable data protection legislation, including any applicable laws that may restrict the cross-border transfer of such personal data. Neither Party shall knowingly place the other Party in breach of any requirements of law or other valid legal or regulatory process. When required by applicable law, each Party shall promptly notify the other of any unauthorized processing, theft, loss, use, disclosure, damage or acquisition of or access to any personal data (data security incident) affecting the personal data of the other Party.

Informational notice in relation to ExxonMobil's procurement activities

ExxonMobil processes personal data, including personal data received from Supplier and its representatives, in accordance with ExxonMobil's privacy policy and applicable law. The relevant privacy policy can be found here: [Procurement Notice](#)

38. **IT SECURITY CONTROLS**

- (a) **General.** Supplier understands that in the course of performing Work under an Order, Supplier may acquire or access Purchaser Content (defined hereafter). This Section sets forth the minimum information technology security and controls requirements related to "Purchaser Content," which means all information, software, data, or other content made available to Supplier or its subcontractors, by or on behalf of Purchaser or Affiliates, or developed from such content by Supplier or its subcontractors. Supplier shall adhere to any of Purchaser or its Affiliates' other IT Security requirements, including, but not limited to, any additional requirements identified in this Agreement or the applicable Order.

(b) **Supplier Responsibilities**

- i. Supplier agrees to implement and maintain an up-to-date comprehensive information security program that:
  1. Complies with applicable law; If applicable statutes or regulations require Supplier shall maintain compliance with any certifications, guidelines, or standards applicable to Supplier's handling of Purchaser Content or to provide Services, Supplier will maintain such compliance with, and will upon request provide to Purchaser attestations of Supplier's compliance with, such certifications, guidelines, and standards (e.g., NIST SP 800-53, PCI DSS, ISO/IEC 27001/27002; IADC; NIST 800-82);
  2. Includes appropriate administrative, technical, physical, organizational, and operational safeguards and other security measures designed to (i) ensure the security and confidentiality of Purchaser Content, in both office and non-office locations and (ii) protect against the threat of Data Security Incidents (as defined below) or Personal Data Incidents (as defined in Exhibit DP, if included);
  3. Includes a cybersecurity awareness program for Supplier personnel; and

4. Limits access to Purchaser Content in accordance with the Principle of Least Privilege, to only those that need to access such Purchaser Content for the purpose of performing the Work. As used herein, "Principle of Least Privilege" means allowing only authorized accesses for users (or processes acting on behalf of users) which are necessary to accomplish assigned tasks in accordance with organizational missions and business functions.
- ii. Supplier shall prohibit staff providing Services to Purchaser from using non-Purchaser managed internet-based messaging or equivalent communication means to provide Services outlined in this Agreement or an Order.

**(c) Notice and Response**

"Data Security Incident" means any (i) unauthorized access to, alteration of or damage to Purchaser Content, or system, application or tool that stores, processes, or hosts Purchaser Content or (ii) theft or unauthorized use, disclosure or acquisition of any Purchaser Content.

1. Supplier must inform Purchaser, in writing, within forty-eight (48) hours of identifying any Data Security Incident. Such notice must provide in reasonable detail (as known at the time): i) date(s), duration, frequency and nature of unauthorized access to Supplier systems; ii) the effect of the Data Security Incident on Purchaser Content; iii) the corrective action that has been or will be taken by Supplier.
2. Supplier will cooperate fully with Purchaser in all reasonable and lawful efforts to prevent, mitigate, or rectify such Data Security Incident.
3. Supplier will provide Purchaser with a copy of any filings, communications, notices, press releases, or reports related to the Data Security Incident. The content of any such external communications related to the Data Security Incident that identifies or may reasonably identify Purchaser or an Affiliate must be approved by Purchaser prior to any disclosure or communication, approval of which will not be unreasonably withheld or delayed.

**(d) Access to Purchaser Systems.** This Section only applies when the Supplier is accessing Purchaser or Affiliate owned or managed systems.

- i. General. Supplier will access and use Purchaser's (or its Affiliate's) owned or managed IT hardware, software, network, telecommunications systems and/or user identification codes ("Purchaser Systems") solely for the performance of Work under an Order and only in compliance with all security and control requirements provided by Purchaser. Supplier shall ensure that its access to Purchaser Content is solely for the same purpose and in accordance with such requirements.
- ii. Access Rights. Supplier shall ensure that only individuals who require access to perform the Work and agree to comply with this Section will access Purchaser Systems and Purchaser Content. Supplier will notify Purchaser of each individual requiring access to perform Work and will inform Purchaser when such individual no longer requires access. If Supplier becomes aware of any actual unauthorized use or breach of this Section regarding the Purchaser Systems / Content, Supplier will immediately report the same to Purchaser and to the extent that portions of an incident occur from or within Supplier environment, Supplier will promptly investigate and take all appropriate corrective actions to remedy the effects of the incident. Purchaser may deny access to any Purchaser Systems / Content at any time. Purchaser may terminate the access rights granted herein in whole or in part at any time and for any reason whatsoever or for no reason, in Purchaser's sole discretion. Supplier's access to and use of Purchaser Systems is provided solely for Purchaser's purposes and Supplier has no right or expectation of privacy relating to such access or use. To the extent permitted by law, Purchaser may log and monitor access and use of Purchaser Systems at any time without notice.
- iii. Use Restrictions. Without prior written approval from Purchaser, Supplier will not:
  1. Disclose or share use of any user access codes or passwords associated with the performance of Work or store or maintain user access codes or passwords in a manner which may allow any other user to gain access thereto;
  2. Access or attempt to access Purchaser Systems / Content that the individual is not authorized to access, or compromise or disable or attempt to compromise or disable any security protocols or devices on Purchaser Systems or associated with Purchaser Content;
  3. Access, copy, transmit, alter, remove, or manipulate (e.g., create, read, email, send, execute, encrypt, decrypt, delete, destroy, modify, reverse engineer, replicate) Purchaser Systems / Content unless specifically included in the scope of work for performance of the Work;

4. Create, copy, load or install any software or data onto Purchaser Systems;
  5. Connect any equipment, any wired or wireless transmission or reception device, any storage device, or any other device or equipment, to Purchaser Systems without access authorization;
  6. Place into Purchaser Systems / Content any program which (i) replicates, transmits, or activates itself without control of a person operating IT equipment on which it resides, (ii) alters, damages, or erases any data or software without control of a person operating the computing equipment on which it resides, (iii) contains any software routines or components designed to permit unauthorized access or to circumvent Purchaser's security restrictions or (iv) contains any features that were not specifically designed to allow unauthorized access, but which would nevertheless allow such unauthorized access;
  7. Take any other action that may compromise the security or operation of Purchaser Systems.
- iv. Access to Purchaser Systems from Supplier-Provided Equipment. Where a Supplier accesses Purchaser Systems is provided to Supplier from its own network or computing equipment, Supplier shall comply with the following additional requirements:
1. Supplier shall not monitor or record network traffic for the purpose of capturing Purchaser Content (e.g., with network packet analyzers, line monitoring equipment, "sniffers") without written permission from Purchaser.
  2. If Supplier accesses Purchaser Systems in a public location (e.g., airport, bus, taxi, restaurant), Supplier will take sufficient measures to ensure that no Purchaser Content is visible to third parties. Supplier accessing Purchaser Systems via public / personal location(s) will take sufficient measures to ensure network connectivity is via a secure network (e.g., VPN client and/or secured Wi-Fi).
  3. Manual entry of Secrets not allowed. A "Secret" is a digital credential or other component that requires secure access controls, which could include, but is not limited to, passwords, SSH keys, API Keys, tokens, database connection strings, encryption keys, certificates, etc., for use in applications, services, privileged accounts, and other sensitive parts of Purchaser Systems.

39. **CHANGE IN FINANCIAL CIRCUMSTANCES.** If at any time during the term of this Agreement or an applicable Order, Supplier's financial condition significantly changes, then Supplier, at Company's or Purchaser's request, will provide additional performance security in a form satisfactory to Company or Purchaser, such as a letter of credit, third party performance guarantee, or some other acceptable form of financial protection.

**ATTACHMENT A**  
**ADDITIONAL TERMS AND CONDITIONS FOR APPLICATION**

The “Additional Terms and Conditions for Application” consist of the following: (I) Additional Terms, set forth in Part I below, which shall apply to the applicable Order when the specified condition(s) for application as detailed in Part I are met; (II) Common Exhibits and Addenda, appended to this Attachment A, which shall apply to all Orders; and (III) the Scope- and Site-Specific Exhibits and Addenda, available for review at the web address provided below, which shall apply to the applicable Order when the specified condition(s) for application as detailed in Tables A and B, respectively, are met. It is the obligation of Supplier to review the Additional Terms and Conditions for Application to determine which terms and conditions therein are applicable to each Order and any Work performed thereunder.

**I. ADDITIONAL TERMS**

**The following Additional Terms shall apply when any of the following conditions apply to Work performed by Supplier under an Order:**

- (a) **If Purchaser advises Supplier that Goods purchased under an Order will be exported, then the following additional terms apply to the tax requirements in Section 3 – Taxes:**

*If requested by Supplier within five years of the date of sale, Purchaser will furnish proof of actual export that will satisfy the exemption requirements for export orders. Any drawback included in Supplier's price of Goods exported under an Order will be credited to Purchaser. Supplier will indemnify and hold Purchaser harmless from any liability resulting from Supplier's noncompliance with this Section.*

- (b) **If Purchaser loans its owned equipment to Supplier for use in performance of the Order, the following additional terms shall apply as a new clause entitled Use of Purchaser's Tools and Equipment:**

**USE OF PURCHASER'S TOOLS AND EQUIPMENT.** *Purchaser may loan or furnish tools or equipment to Supplier as an accommodation for use in connection with Work. Such tools or equipment will be provided on an ‘as is, where is’ basis without warranty or representation as to their condition or fitness for any particular purpose. Supplier agrees to inspect the tools and equipment and make its own determination that they are adequate for the performance of Work, and to return the tools and equipment to Purchaser in as good condition as when received, ordinary wear and tear excepted.*

- (c) **If Supplier provides test data (1) that may be used by Purchaser or its Affiliates or (2) provided Purchaser has advised Supplier of the intent to transfer the test data, where such data may be transferred by or on behalf of Purchaser or its Affiliates to third parties, the following additional terms shall apply as a new clause entitled Data Integrity:**

**DATA INTEGRITY.** *Supplier will be accountable for the integrity of any test or measurement data, including its generation, recording, reporting and retention, provided by Supplier, its agents or any subcontractors to Purchaser or any third party(s) on behalf of Purchaser. Supplier will ensure that:*

- (a) measurement activities and information reporting are complete, accurate, and timely;*
- (b) specified industry standard test methods and instrumentation calibration procedures are used without modification, unless that modification has been approved by industry standard(s) and/or Purchaser;*
- (c) a quality assurance system is in place for any laboratory facility involved to deter, detect and correct the generation and communication of incorrect data, and this system includes maintenance and calibration of measurement instruments; and*
- (d) personnel involved in testing and measuring will be trained in data generation and management.*

*Supplier will use a self-assessment system to ensure the requirements above are being met and to resolve all problems found in the assessments. Upon Purchaser's request, Supplier will provide written documentation substantiating its compliance with the requirements of this Section.*

## II. COMMON EXHIBITS / ADDENDA

The Common Exhibits and Addenda appended to this Attachment A shall apply to **all** Orders issued under this Agreement.

Common Exhibits / Addenda
Exhibit E – Invoicing Procedures
Exhibit F – Federal Contract Supplement
Exhibit K – Workplace Harassment
Exhibit M – Utilization of Diversely Owned Business Enterprises
Exhibit R – Mobile Device Use

## III. SCOPE- AND SITE-SPECIFIC EXHIBITS AND ADDENDA

**The Scope- and Site-Specific Exhibits and Addenda listed below shall apply to Orders when the relevant Conditions for Application are met.** Supplier is advised that the applicability of the Scope- and Site-Specific Exhibits may vary across Orders. Accordingly, Supplier is obligated to review the Conditions for Application in Table A and the locations listed in Table B to determine which, if any, of the Scope- and/or Site-Specific Exhibits and Addenda apply to the applicable Order and any Work to be performed thereunder.

If Supplier determines that any Scope- and/or Site-Specific Exhibits and Addenda apply to an Order, Supplier acknowledges and agrees that it is obligated to review the applicable Scope- and/or Site-Specific Exhibits and Addenda, set forth at the following link: <https://proc.exxonmobil.com/en>. To review a particular Exhibit or Addendum, you must enter the applicable Document Number. **Supplier further acknowledges and agrees that it is obligated to comply with such applicable Exhibits and Addenda in its performance of its obligations under such Order.** If you have any issues accessing or queries regarding the Scope- and/or Site-Specific Exhibits and Addenda, please visit the [Help page](#).

**A. Table A – Scope-Specific Exhibits / Addenda.** The additional terms and conditions within the Exhibits and Addenda listed in Table A apply when the Conditions for Application are met for the under the Agreement and/or the applicable Order.

TABLE A – SCOPE-SPECIFIC EXHIBITS AND ADDENDA		
Document No.	Exhibit / Addendum Title	Conditions for Application
<a href="#">NA0133D</a>	Addendum – Equipment Rental, Use and Maintenance	Applies where Supplier, as lessor, will rent certain equipment to Purchaser as lessee under the applicable Order
<a href="#">NA0135C</a>	Addendum – Repair Services	Applies when Supplier repairs Purchaser-owned equipment under an Order, provided that (1) the equipment is under Supplier's care, custody, and control and either (2a) Hazardous Substances are present or contained in equipment or (2b) the Supplier may encounter Hazardous Substances in the equipment.  <i>"Hazardous Substances" means any biological and disease-ridden agent that can cause harm to the environment and human life with exposure (via inhalation, ingestion, or assimilation).</i>
<a href="#">EU0060A</a>	Exhibit CM – Conflict Minerals	Applies when Supplier sells Goods to Purchaser (1) that contain gold, tin, tungsten, or tantalum and (2a) such mineral is necessary for the production or function of ExxonMobil products or (2b) is intentionally added to an ExxonMobil product.
<a href="#">NA0038E</a>	Exhibit G – Safety, Health, and Environmental Guidelines ( <i>High Exposure</i> )	Applies (A) to all Orders unless there is another version that applies to a specific Order, as listed in other sections of Table A (e.g., Drilling or Pipeline) or Table B (Site-Specific) AND when the scope of work involves either: (1) the sale of Goods or materials delivered by Supplier to Purchaser's location; or (2) the performance of Services at the Work Site.
<a href="#">NA0193A</a>	Exhibit G.2 – Transportation Company SSHE Requirements	Applicable when scope of Order involves (1) delivery or pickup of products or materials or (2) transportation services.*  <i>* For Orders requiring delivery/pickup or Services for the Joliet Refinery, see exceptions to this Exhibit within Table B.</i>
<a href="#">NA0102G</a>	Exhibit H – Drug & Alcohol Requirements ( <i>Regular Exposure</i> )	Applies (A) to all Orders unless there is another version that applies to a specific Order, as listed in other sections of Table A (e.g., Drilling or NASAP for Refineries/Mfg) or Table B (Site-Specific) AND (B) when one of the following criteria is met: (1) Work is on premises and risk of injury/damage due to alcohol/drugs is high; (2) Work is off premises w/EM tangible personal property; (3) Work is off premises where EM personnel will be involved and risk of injury/damage due to alcohol/drugs is high; or (4) Purchaser advises Supplier that Exhibit H applies
<a href="#">NA0122I</a>	Exhibit N – Background Checks for Contract Workers	Applies (A) to all Orders unless there is another version that applies to a specific Order, as listed in other sections of Table A (e.g., Drilling or NABSC for Refineries/Mfg) or Table B (Site-Specific) AND (B) when one of the following criteria are met: (1) Supplier or its subcontractors' personnel ("Supplier Personnel") have authorized access to ExxonMobil networks and/or computing while located on or off ExxonMobil Premises (e.g., where the worker is provided ExxonMobil-issued LAN ID, email and/or computer access); (2) Supplier Personnel have unrestricted access to ExxonMobil Premises that could cause significant harm to its' or their personnel, assets or reputation, as designated by Purchaser; (3) The Work requires the exercise of independent action and can result in direct and immediate irreversible effects and/or serious incidents; (4) Supplier Personnel have authorized access to Purchaser or its Affiliates' information designated as private, proprietary, or restricted

Document No.	Exhibit / Addendum Title	Conditions for Application
		<p>distribution, whereby the consequence of inappropriate/unauthorized disclosure, modification or loss would be severe.</p> <p><i>For purposes of Exhibit N, "ExxonMobil Premises" means any facilities owned, leased, operated, or otherwise controlled by Purchaser or its Affiliates, joint ventures operated by the foregoing, and any other facilities or Premises designated by Purchaser in writing.</i></p>
<a href="#">NA0123G</a>	Exhibit O – Compliance with Law, Export Controls, Trade Laws, and Anti-Corruption	<p>Applies when one or more of the following criteria is met:</p> <ol style="list-style-type: none"> <li>(1) Supplier is located in a location outside the United States;</li> <li>(2) Supplier, its subcontractors or alliance partners will perform Work under the Order at a location outside the United States;</li> <li>(3) Purchaser or its Affiliates will provide Supplier technology, software, services or commodities to use in performance of the Agreement or Order;</li> <li>(4) In performing the Agreement or Order, the Supplier will be sending technology, software, or commodities outside of the United States;</li> <li>(5) Purchaser advises Supplier that the Exhibit applies.</li> </ol>
<a href="#">NA0125G</a>	Exhibit P - Malaria Control Program	Applies when certain Services will be performed in or involve travel to areas where there are malaria outbreaks (as listed on State Department website or as advised in an Order)
<a href="#">NA0137F</a>	Exhibit S – Storage and Bailment	Applies where Supplier (or a third party hired by Supplier) stores materials for Purchaser under the applicable Order.
<a href="#">NA0205A</a>	Exhibit T – C-TPAT	<p>Applies where the applicable Order involves either:</p> <ol style="list-style-type: none"> <li>(1) The purchase and delivery of materials and equipment that will be imported to the United States in containers, trailers, cargo shipments via air carriers, rail cars, tank trucks or hopper cars, when an ExxonMobil entity is the importer of record; or</li> <li>(2) The direct acquisition of any supply chain services (e.g., customs brokers, packers, shipping lines, trucking firms) related to the importation of such materials and equipment into the United States, when an ExxonMobil entity is the importer of record.</li> </ol>
<a href="#">NA0202A</a>	Exhibit TB – Tuberculosis Control Program	<p>Applies where Services will be performed at locations having congregate living settings that present a higher risk for transmission as follows:</p> <p>All camps and/or dormitories owned or controlled by Purchaser or its Affiliates with TB incidence of &gt;20 active cases over 100,000 population;</p> <p>OR</p> <ol style="list-style-type: none"> <li>(1) All EM offshore facilities; OR</li> <li>(2) Other facilities when Purchaser notifies Supplier of applicability</li> </ol>
<b>U.S. DRILLING OPERATIONS</b>		
Document No.	Exhibit / Addendum Title	Conditions for Application
<a href="#">NA0034E</a>	Exhibit G - Health and Safety, U.S. Drilling Operations	Applies when (A) the Order is issued by Purchaser for U.S. Drilling Operations (as indicated in the applicable Order) and (B) the scope of work involves either: (1) the sale of Goods or materials delivered by Supplier to Purchaser's location; or (2) the performance of Services at the Work Site.
<a href="#">NA0185B</a>	Exhibit H - Drug and Alcohol Requirements	<p>Applies when (A) the Order is issued by Purchaser for U.S. Drilling Operations (as indicated in the applicable Order) and (B) one of the following applies:</p> <ol style="list-style-type: none"> <li>(1) Work is on premises;</li> <li>(2) Work is off premises w/EM tangible personal property;</li> <li>(3) Work is off premises where EM personnel will be involved and risk of injury/damage due to alcohol/drugs is high; or</li> <li>(4) Purchaser advises Supplier that the Exhibit applies.</li> </ol>

Document No.	Exhibit / Addendum Title	Conditions for Application
<a href="#">NA0115C</a>	Exhibit I – Site-Specific Terms – Upstream	Applies to all Work performed for U.S. Drilling Operations (as indicated in the applicable Order).
<a href="#">NA0120B</a>	Exhibit N - Background Checks for Contract Workers - US Drilling	Applies when the criteria for application of Exhibit N – Background Checks for Contract Workers is met and the Order is for Work in support of U.S. Drilling Operations (as indicated in the applicable Order).
<a href="#">NA0242A</a>	Exhibit N – <i>Attachment A – Higher Exposure Positions</i> – US Drilling	
U.S. PRODUCTION OPERATIONS		
Document No.	Exhibit / Addendum Title	Conditions for Application
<a href="#">NA0078D</a>	Exhibit G – Safety and Health Requirements – US Production Operations	Applies when (A) the Order is issued by Purchaser for U.S. Production Operations (as indicated in the applicable Order) and (B) the scope of work involves either: (1) the sale of Goods or materials delivered by Supplier to Purchaser's location; or (2) the performance of Services at the Work Site.
<a href="#">NA0115C</a>	Exhibit I – Site-Specific Terms – Upstream	Applies to Work performed for ExxonMobil's Upstream production operations (as indicated in the applicable Order).
EXXONMOBIL PIPELINE COMPANY		
Document No.	Exhibit / Addendum Title	Conditions for Application
<a href="#">NA0138C</a>	Exhibit G – Pipeline Health and Safety	Applies when Purchaser is ExxonMobil Pipeline Company or when work is performed at distribution terminals.
<a href="#">NA0145B</a>	Exhibit G – <i>Attachment 1 - Pipeline Health &amp; Safety Attachment</i>	Applies when Purchaser is ExxonMobil Pipeline Company.
<a href="#">NA0231A</a>	Exhibit N – Background Checks – <i>Attachment A – Safety-Sensitive Positions</i>	Applies when the criteria for application of <i>Exhibit N – Background Checks for Contract Workers</i> is met and the Order is issued by ExxonMobil Pipeline Company.
U.S. REFINERIES, LUBRICANTS AND MANUFACTURING FACILITIES		
Document No.	Exhibit / Addendum Title	Conditions for Application
<a href="#">NA0080K</a>	Exhibit H – NASAP Contractor Drug and Alcohol and Contraband Requirements ( <i>Safety Sensitive</i> )	<b>Applies when the Order involves:</b> (1) Work at a location owned or controlled by Purchaser; (2) Work is off premises w/EM tangible personal property; (3) Work is off premises where EM personnel will be involved and risk of injury/damage due to alcohol/drugs is high; or (4) Purchaser indicates in the applicable Order that this Exhibit applies. <b>Only if the Order is issued by a Purchaser for one of the following locations: (as indicated in the applicable Order):</b> (1) Regional Distribution Centers in Kansas City, KS or Portland, OR (2) Lubes Plants in Cicero, NJ, Paulsboro, NJ and Port Allen, TX (3) Any ExxonMobil manufacturing plant or refinery in: Baton Rouge, LA; Baytown, TX; Beaumont, TX; Joliet, IL; Pensacola, FL; Port Allen, LA; or (4) Gulf Coast Growth Ventures - Corpus Christi, TX;
<a href="#">NA0186B</a>	Exhibit N – NABSC Background Checks for Manufacturing Sites – USA	<b>These requirements apply to Supplier's personnel and Subcontractors performing Work onsite at the following locations (except where the only service is delivery of Goods sold to Purchaser):</b> (1) Any ExxonMobil manufacturing plant or refinery in: Baton Rouge, LA; Baytown, TX; Beaumont, TX; Joliet, IL; Pensacola, FL; Port Allen, LA; or (2) Gulf Coast Growth Ventures - Corpus Christi, TX; <i>This Exhibit N is <u>not applicable</u> to visitors entering one of the above sites solely for observation, consultation, or conference, pick-up and delivery.</i>

**B. Table B – Site-Specific Exhibits / Addenda.** The additional terms and conditions within the Exhibits and Addenda listed in Table B apply when either Orders are placed by the listed facility and/or Work is performed at the listed location(s).

Area	Facility Name	Document No.	Exhibit / Addendum Title <i>Applicable to all Facilities in Corresponding Area</i>
Baton Rouge, LA	Baton Rouge Chemical Plant	<a href="#">NA0048N</a>	Exhibit G – Safety, Health, Environmental, Security and Traffic Regulations for BRPO, BRPP, BRRF & BRCP - Baton Rouge
	Baton Rouge Finishing Plant		
	Baton Rouge Plastic Plant		
	Baton Rouge Polyolefins Plant		
	Baton Rouge Refinery		
	Baton Rouge Technology		
Baytown, TX	Baytown Chemical Plant	<a href="#">NA0036V</a>	Exhibit G – Contractor's Administrative Safety and Health Guidelines
	Baytown Refinery	<a href="#">NA0183H</a>	Exhibit I – Site-Specific – Baytown Complex – Invoicing and Cost Procedures
	Baytown Olefins Plant		
	Baytown Technology and Engineering Complex		
	Mont Belvieu Plastics Plant	<a href="#">NA0184C</a>	Exhibit I – Site-Specific – Baytown Complex – Invoicing and Cost Procedures – <i>Attachments 3a – 4c</i>
Beaumont, TX	Beaumont Chemical Plant	<a href="#">NA0043E</a>	Exhibit G – Health and Safety Requirements – Beaumont Area
	Beaumont Lubricants Plant	<a href="#">NA0081B</a>	Exhibit H – Drug and Alcohol, Beaumont Area
	Beaumont Polyethylene	<a href="#">NA0104E</a>	Exhibit I – Site-Specific – Beaumont Area ( <i>Invoicing</i> )
	Beaumont Refinery		
GCGV Corpus Christi, TX	Gulf Coast Growth Ventures	<a href="#">NA0228B</a>	Exhibit G - Contractor Safety Expectations
Joliet, IL	Joliet Refinery	<a href="#">NA0067E</a>	Exhibit G – Health and Safety Requirements – Joliet Refinery
		<a href="#">NA0194A</a>	Exhibit G.2 – Transportation Company SSHE Guidelines – <i>Joliet Exceptions</i>
		<a href="#">NA0110C</a>	Exhibit I – Site-Specific – Joliet Refinery
Olathe	Olathe Grease Plant	<a href="#">NA0111B</a>	Exhibit I – Site-Specific – Olathe Lubes Plant
Paulsboro, NJ	Paulsboro Lubricants Plant	<a href="#">NA0070C</a>	Exhibit G – Safety, Health and Environmental Guidelines
		<a href="#">NA0112C</a>	Exhibit I – Site-Specific – Paulsboro Lubes Plant
Pensacola, FL	Pensacola Specialty Elastomers Plant	<a href="#">NA0159D</a>	Exhibit G – Health and Safety Requirements – Pensacola, FL
Point Thomson, AK	Point Thomson Reservoir	<a href="#">NA0195A</a>	Exhibit G – Health and Safety Requirements – Alaska, Point Thomson Site
		<a href="#">NA0196A</a>	Exhibit I – Site-Specific – Alaska Participation
Port Allen, LA	Port Allen Lubricants Plant	<a href="#">NA0071B</a>	Exhibit G – Health and Safety Requirements – Port Allen Lubes

LUBES PLANTS (Common Exhibits)			
* = additional site-specific exhibits for location listed above			
<b>Cicero, IL</b>	Cicero Regional Distribution Center	<a href="#">NA0229A</a>	Exhibit H – Alcohol & Drug – Attachment 1 ( <i>Safety-Sensitive Positions</i> )
<b>Kansas City, KS</b>	Kansas City Regional Distribution Center		
<b>Olathe, KS*</b>	Olathe Grease Plant	<a href="#">NA0230A</a>	Exhibit N – Background Checks for Contract Workers – Attachment A ( <i>Security-Sensitive Positions</i> )
<b>Paulsboro, NJ*</b>	Paulsboro Lubricants Plant		
<b>Port Allen, LA*</b>	Port Allen Lubricants Plant	<a href="#">NA0209A</a>	Companies Vetted for Background Checks
<b>Portland, OR</b>	Portland Regional Distribution Center		

## **EXHIBIT E**

### **Invoicing Procedures**

This Exhibit E sets invoicing and payment methods for Goods or Services.

Purchaser may, at any time by notice to Supplier, offer additional methods for invoicing and payment or discontinue any of the methods.

Purchaser may determine the appropriate methods for all transactions between the parties and Supplier agrees to follow Purchaser guidance. Purchaser may reject any transaction that does not meet the guidance.

For information on how to transact with ExxonMobil, check payments status, submit inquiries and Purchase Order changes, or to reject a Purchase Order, go to [www.exxonmobil.com/suppliers](http://www.exxonmobil.com/suppliers).

#### **1. PAYMENT METHODS**

##### **1.1 Electronic Funds Transfer**

Purchaser shall pay Supplier by Electronic Funds Transfer. If Supplier is not already receiving electronic payments from Purchaser, then Supplier must complete and submit a "Supplier record update" request to Purchaser.

##### **1.2 Procurement Card (PCard)**

Purchaser may provide a standard credit card (Procurement Card, or "PCard") number and other necessary information to Supplier for any Order, and Supplier shall accept this information as payment.

Supplier must send receipts to the owner of the Procurement Card, clearly identifying that receipt resulted from a credit card payment. Supplier shall settle with its PCard financial institution for actual payment. If Purchaser uses a PCard for payment, Supplier shall not submit any other form of invoice to Purchaser. If, for any Order, Supplier has submitted another form of invoice prior to receiving the PCard information from Purchaser, then Supplier shall credit Purchaser as having paid that invoice, and Supplier shall not accept (or will refund) any other payment that Purchaser may make in error for that invoice.

#### **2. PAYMENT TERMS**

Purchaser's payment terms are 60 days after invoice date, unless stated differently in the Agreement or an Order. Complete invoices must meet all Minimum Invoice Requirements. If an invoice is incomplete per the guidelines, Purchaser may reject the invoice unpaid.

## EXHIBIT F

### Federal Contract Supplement

The parties hereto agree that Supplier or Contractor, however referred to in the Agreement or Contract, as the case may be, to which this Federal Contract Supplement (Supplement) is attached, shall be referred to in this Supplement as “Contractor.” If this Supplement is attached to an Agreement, “Buyer” or “User,” however referred to in the Agreement, shall be referred to in this Supplement as “Company.” For the purpose of this Supplement the word “Federal Sub-Agreement” shall mean any nonexempt agreement or arrangement between Company and Contractor for furnishing of supplies or services or for the use of real or personal property including lease arrangements, which in whole or in part are necessary to the performance of any one or more contracts (“Federal Contracts”) or federal lease agreements (“Federal Leases”) between Exxon Mobil Corporation, its parent, or any affiliate of Exxon Mobil Corporation or its parent (“ExxonMobil”) and the United States of America (“Government”) or under which any portion of ExxonMobil’s obligations under any one or more such Federal Contract or Federal Lease is performed, undertaken or assumed.

This Exhibit F is intended to comply with applicable laws and obligations under Federal Contracts or Federal Leases and is only applicable to the extent this Agreement/Contract/purchase order constitutes a Federal Sub-Agreement as defined above. Nothing in this Exhibit F is intended to create any obligations that do not exist under relevant federal statutes, regulations and/or orders. The parties hereto understand and agree that, with the exception of the Government, this Exhibit F is not meant to create, nor shall it be construed as creating, any enforceable rights hereunder for any firm, organization, or individual who is not a party hereto.

Contractor agrees that it shall comply with this Supplement, as applicable, to satisfy legal requirements under the governing statutes and executive orders and rules and regulations issued thereunder and amendments thereto. Those clauses and contract provisions incorporated herein by reference have the same force and effect as if they were given in full text. Except as otherwise noted below, the effective date and substance of the clauses/provisions listed below shall be the date/substance of the clause incorporated in Company’s Federal Contract or Federal Lease, as applicable.

1. The following, and all of their terms and conditions, are applicable by reference herein:

- (a) 48 C.F.R. § 52.203-13, “Contractor Code of Business Ethics and Conduct”;
- (b) 48 C.F.R. § 52.219-8, “Utilization of Small Business Concerns” (applicable only to Federal Sub-Agreements in support of Federal Contracts);
- (c) 48 C.F.R. § 52.222-26, “Equal Opportunity”;
- (d) 48 C.F.R. § 52.222-35, “Equal Opportunity for Veterans”;
- (e) 48 C.F.R. § 52.222-36, “Affirmative Action for Workers with Disabilities”;
- (f) **41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a):**  
**In accordance with such regulations, the parties hereto shall abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin, protected veteran status or disability.**
- (g) 41 C.F.R. § 61-300.10, “Employer Reports on Employment of Protected Veterans”
- (h) 48 C.F.R. § 52.222-40, “Notification of Employee Rights Under the National Labor Relations Act”;
- (i) 48 C.F.R. § 52.222-50, “Combating Trafficking in Persons” or Alternate I thereto;
- (j) 48 C.F.R. § 52.247-64, “Preference for Privately Owned U.S.-Flag Commercial Vessels”
- (k) 48 C.F.R. § 252.247-7023, “Transportation of Supplies by Sea”;
- (l) 48 C.F.R. § 252.247-7024, “Notification of Transportation of Supplies by Sea”;
- (m) 30 C.F.R. Part 270, “Nondiscrimination in the Outer Continental Shelf (“OCS”) (applicable only to Federal Sub-Agreements in support of Federal Leases); and

- (n) 48 C.F.R. § 52.204-25, "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment", excluding paragraph (b)(2) thereof.

Except where it would otherwise render a provision meaningless or ineffective, the terms "Government" and "Contracting Officer" shall mean Company and/or the Government, the term "Contractor" shall mean the Seller, and the term "Contract" shall mean this Federal Sub-Agreement.

2. Contractor agrees to comply with the following laws and/or regulations, the terms and conditions of which are incorporated herein in full:

- (a) **Certification Of Nonsegregated Facilities** (applicable only to Federal Sub-Agreements in support of Federal Leases): By entering into this Federal Sub-Agreement, Contractor certifies, as specified in 41 C.F.R. 60-1.8, that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Contractor further agrees that it will obtain identical certifications from proposed contractors and subcontractors prior to award of contracts or subcontracts unless they are exempt under 41 C.F.R. 60-1.5.
- (b) **Rated Orders under the Defense Priorities and Allocations System** (applicable only to Federal Sub-Agreements in support of Federal Contracts): Orders issued hereunder may be rated orders, certified for national defense use. If so, Contractor is required to follow all the provisions of the Defense Priorities and Allocations System regulations (15 C.F.R. Part 700). Company will notify Contractor if and when this Section 2b becomes applicable to Contractor's operations.
- (c) **Inspection System** (not applicable to Federal Sub-Agreements in support of those Federal Contracts awarded to Company pursuant to 48 C.F.R. Part 12, entitled "Acquisition of Commercial Items"): It is not anticipated that the goods and services purchased by ExxonMobil under this Federal Sub-Agreement will be inspected at destination by the Government to ensure conformance and technical requirements as specified herein. Nevertheless, ExxonMobil's Government customer(s) have the right to inspect and test all services and supplies called for by the Federal Sub-Agreement or Order, to the extent practicable at all times and places during the time of ExxonMobil's Prime-Contract. If the Government elects to perform inspections or tests on the premises of Contractor, Contractor shall furnish all reasonable facilities and assistance of the safe and convenient performance of these duties at no additional cost to ExxonMobil or the Government.

Contractor shall, if and to the extent required by applicable laws, regulations and/or orders, incorporate the terms and conditions specified by the foregoing clauses and regulations in Sections 1 and 2 into every non-exempt subcontract, purchase order, sublease, or agreement so that these terms and conditions will be binding upon each lower-tier subcontractor and sub-vendor. Company may update this exhibit at any time to reflect changes in applicable Federal statutes, regulations, and/or orders by providing written notice to Contractor and such updates will become effective thirty (30) days after such notice is provided.

**EXHIBIT K**  
**Workplace Harassment**

Contractor's employees, agents, and subcontractors who will perform services for or communicate with ExxonMobil employees, agents, customers, or contractors will not engage in any harassment of ExxonMobil employees, agents, customers, or contractors. The term "harassment" as used in this Exhibit includes all forms of unlawful harassment based on race, color, sex, religion, national origin, citizenship status, age, genetic information, physical or mental disability, veteran, sexual orientation, gender identity or other legally protected status; as well as all other forms of harassment, which, while not unlawful, are inappropriate in a business setting. If any Contractor employees, agents, or subcontractors who perform services for or communicate with Company employees, agents, customers, or contractors have not been informed of the standard of conduct above, Contractor will inform them. Contractor will promptly notify the ExxonMobil contact for the applicable services of any report or complaint of harassment or of any violation of the above standard of conduct. Contractor will cooperate with ExxonMobil in any investigation ExxonMobil may make, including making Contractor employees, agents and subcontractors available for questioning by ExxonMobil's designated investigators. Contractor agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of a report of an incident.

## EXHIBIT M

### Utilization of Diversely Owned Business Enterprises

As used in this Exhibit, “sourced in the United States” means purchased by a Buyer from a Supplier/Contractor with principal offices located in the U.S., regardless of where the goods or services are provided. The terms “Buyer” and “Purchaser” are used interchangeably, and the terms “Contractor”, “Supplier”, and “Seller” are used interchangeably. For purposes of this Exhibit, references to “Agreement” apply not only to the agreement or contract to which this Exhibit is attached but also to any Subagreements (if applicable) or Orders thereunder.

In addition, as used in this Exhibit, “Diverse Supplier” means a business meeting the criteria to be classified or certified, if applicable, as: a category recognized by the National Minority Supplier Development Council (“NMSDC”), the Women's Business Enterprise National Council (“WBENC”), The National Gay Lesbian Chamber of Commerce (NGLCC), Diversity IN, WEConnect International, National Veteran-Owned Business Association (NaVOBA) or the U.S. Small Business Administration (“SBA”) as further specified in Attachment 1 of this Exhibit and other categories listed in Attachment 1.

Contractor, if requested by Buyer or an Affiliate (“ExxonMobil”), shall prepare a report of Diverse Supplier expenditures for goods and services sourced in the United States (as defined above) during each calendar quarter, or longer interval if specified by ExxonMobil, during the term of this Agreement. If reports are requested by ExxonMobil, Contractor shall submit these reports electronically via ExxonMobil's online Tier 2 Reporting System at the Supplier.io portal - <https://supplierone.co/>. Unless otherwise specified, Contractor shall submit such report within thirty (30) days after the end of the time period covered by the report.

The reports shall separately state year to date direct and/or indirect Diverse Supplier expenditures, subdivided by the categories listed in Attachment 1, along with a list of those Diverse Suppliers employed directly in performing the Agreement.

- (a) Direct expenditures are those Diverse Supplier expenditures that Contractor incurs directly in performing the Agreement. For example, a general maintenance contractor may subcontract the glass cleaning required as one component of its Agreement with ExxonMobil.
- (b) Indirect expenditures are those Diverse Supplier expenditures that Contractor incurs that are not directly attributable to performance of an Agreement. Examples of indirect Diverse Supplier expenditures are "overhead" items such as headquarters office supplies and maintenance on Contractor's headquarters building. Indirect Diverse Supplier expenditures should be allocated to ExxonMobil based on a ratio of Contractor's sales to ExxonMobil, divided by the total Contractor's sales for the comparable reporting period.

Any questions regarding this provision or these reporting requirements should be directed to ExxonMobil's Global Supplier Diversity Coordinator at: [supp.div@exxonmobil.com](mailto:supp.div@exxonmobil.com)

**ATTACHMENT 1 TO EXHIBIT M**  
**DIVERSE SUPPLIER CATEGORIES**

Minority Business Enterprise (MBE)  
Women Business Enterprise (WBE)  
Small Disadvantaged Business (SDB)  
Veteran Owned Small Business (VOSB)  
Service Disabled Veteran Owned Business Enterprise (SDVOSB)  
Veteran Owned Business Enterprise (VBE)  
Historically Underutilized Business (HUBZONE)  
Small Business Enterprise (SBE)  
SBA 8(A) Program  
Alaskan Native Corporation Owned Firm (ANC)  
Woman Owned Small Business (WOSB)  
Lesbian, Gay, Bisexual, Transgender (LGBT)  
Disability-Owned Business Enterprise (DOBE)

## EXHIBIT R MOBILE DEVICE USE

As used in this Exhibit, “Supplier” refers to the Supplier or Contractor as identified in this Agreement, Contract or Order, and “Owner” refers to the Owner or Buyer and/or its affiliated companies or Participants as identified in this Agreement, Contract or Order.

Supplier, its employees, agents, and subcontractors (“**Supplier Group**”) shall comply with the requirements set forth in this Exhibit. Supplier shall notify its employees, agents, and subcontractors of the requirements of this Exhibit.

- A. The following definitions shall apply for work or driving under which the conditions of this Exhibit R shall apply:
- (i) “**Mobile device**” means cellular telephones and other mobility devices for sending or receiving text messages, placing outgoing calls, receiving incoming calls, using device applications, checking messages, or internet browsing. (*i.e.*, cell phone, tablet, GPS device).
  - (ii) “**Hands-free**” means equipment used with a mobile device that permits the user to talk on the mobile device without holding it.
  - (iii) “**Owner premises**” means locations and property (excluding mineral leases) owned (or leased from others or accessed through rights secured by the Owner), operated, and/or controlled by the Owner.
- B. The following requirements shall apply to the use of any mobile device by Supplier Group:
- (i) Where there is local legislation or law prohibiting using mobile devices while driving, the same requirements shall apply on Owner premises;
  - (ii) Except as provided elsewhere in this Exhibit, all mobile devices, whether hands-free or hand-held, may not be used during the time Supplier Group is driving in connection with the performance of services exclusively for Owner, regardless of whether the vehicle is owned by Owner or Supplier Group, including but not limited to the following instances:
    - (a) travel between sites or locations on Owner premises where Supplier Group is performing services for Owner;
    - (b) transportation of Owner personnel, regardless of whether non-Owner personnel are concurrently transported; or
    - (c) travel to a point of departure, such as an airport, train station or port for a trip involving business related to Owner;
  - (iii) Drivers shall not use a mobile device in vehicles unless properly parked in a safe location.
  - (iv) Passengers shall not engage in behaviors that are distracting the driver, including making sure passenger use of a mobile device does not distract the driver.
  - (v) When driving or working in an area on an Owner premise where work without the use of gas testing or without a gas-free work permit is occurring, the following must be considered:
    - (a) Mobile devices must not be taken into hazardous locations if physically damaged;
    - (b) Users must not charge or replace the batteries in a mobile device while in a hazardous location;
    - (c) Users must review and understand the locations that these mobile devices can operate;
    - (d) Users must understand if the Work is taking place in an explosive atmosphere classified as *Class I, Division 1 (Zone 0/1)* Class I, Division 2 (Zone 2), or Class II, Division 2 (Zone 22); and
    - (e) Users must take required precautions as required by Owner.
- C. The foregoing prohibition against mobile device use does not apply to the following activities:
- (i) Mobile devices may be used for navigation purposes only, provided that:

- (a) The motor vehicle is properly parked in a safe location prior to inputting or making any changes to the destination or entering any additional information; and
- (b) The mobile device is securely positioned in a manner where it does not obstruct the driver's vision;
- (ii) The daily commute between the driver's residence and the Owner premises;
- (iii) Commutes between an Owner premises and non-Owner businesses for which Supplier Group may perform work;
- (iv) Common carriers, private carriers, manufacturers, distributors and suppliers that transport both Owner and non-Owner items in their vehicles when off Owner premises;
- (v) Citizen band and/or two-way radios used to communicate direction or location only; and
- (vi) Use while the vehicle is properly parked in a rest area, designated parking area, or other safe location.