

## GENERAL TERMS AND CONDITIONS

### 1. Defined Terms.

- (a) "**Affiliate**" means, as to each Party hereto, any company, partnership or other entity which such Party now or hereafter (A) owns or controls or (B) is controlled by or under common control with, directly or indirectly. For these purposes, "control" of any entity means (i) ownership of at least 50 percent of the voting power of the entity, the power to elect more than 50 percent of the managers, directors, or members of its governing body, or (ii) the right to direct the management or operation of such entity whether by ownership (directly or indirectly) of equity or voting rights, by contract, or otherwise. For purposes of clarity, Affiliates of Purchaser, where not the Purchaser itself, include but are not limited to: Golden Pass LNG Terminal LLC, Golden Pass Pipeline LLC, and Golden Pass LNG Marine Services LLC, Golden Pass LNG Terminal Investments LLC, Golden Pass LNG Pipeline Investments LLC, QatarEnergy U.S. Investments (1) LLC and any successor(s) in interest to those entities.
- (b) "**Change Order**" means a written amendment to an Order, or a new written Order issued as a revision to an existing Order.
- (c) "**Claims**" means any and all claims, losses, expenses, and costs (including reasonable attorneys' fees, costs of investigation and defense, fines, penalties, and interest), damages, liabilities, demands, liens, causes of action, suits, and judgments, of any nature, kind, or description (including any of the foregoing that may be brought or asserted against an indemnitee hereunder), whether created by law, contract, tort, voluntary settlement, or otherwise, and arising out of, related to, or in any way connected with this Agreement.
- (d) "**Goods**" means all goods, materials, and equipment, as may be more particularly described in the relevant Order, that are (i) supplied by Supplier to Purchaser for in connection with the performance of the Services; and/or (ii) purchased by Purchaser from Supplier.
- (e) "**Gross Negligence**" means an act or omission (i) which when viewed objectively from the standpoint of the actor at the time of its occurrence involves an extreme degree of risk, considering the probability and magnitude of the potential harm to others; or (ii) of which the actor has actual subjective awareness of the risk involved, but nevertheless proceeds with conscious indifference to the rights, safety, or welfare of others.
- (f) "**Negligence**" means the failure to do that which a person of ordinary prudence would have done under the same or similar circumstances or doing that which a person of ordinary prudence would not have done under the same or similar circumstance.
- (g) "**Order**" means an order for Goods and/or Services issued by Purchaser, including a work order, service order, commercial release, or purchase order (whether or not issued pursuant to an SCT), which may include a scope of work, the basis for compensation, and other commercial terms.
- (h) "**Party**" or "**Parties**" means in the singular either Purchaser or Supplier and in the plural both Purchaser and Supplier.
- (i) "**Purchaser Property**" means any property, including but not limited to software, hardware, tools, instruments, equipment, and other materials owned, leased, or under the control of the Purchaser, but excluding any items leased by or provided by Supplier Group under this Agreement.
- (j) "**Representative**" means, with respect to a Party: (i) the employees, officers, and directors; (ii) the employees, officers, and directors of its Affiliate; and (iii) any legal counsel, accountant, auditor, financial or credit advisor, consultant, agent, or representative employed or otherwise retained by the Party or its Affiliates and current and potential lenders or sources of funding of the party or its Affiliates.
- (k) "**Statement of Commercial Terms**" or "**SCT**" means a written pricing agreement for Goods and/or Services, signed by an authorized representative of each Party, that includes items such as duration and pricing, pursuant to which Orders may be issued to authorize the provision of Goods and/or Services.
- (l) "**Services**" means the furnishing of labor, expertise, equipment, vehicles, vessels, aircraft, tools, instruments, materials, supplies, or other property (but excluding items that are classified as Goods for the purposes of this Agreement), as may be more particularly described in the relevant Order.
- (m) "**Subcontractor**" means a contractor or subcontractor (of any tier) of Supplier, including any individual or entity engaged by Supplier to perform any part of the Goods or Services.
- (n) "**Supplier Group**" means Supplier and its Subcontractors, together with the Affiliates of each of the foregoing, and the respective owners, shareholders, directors, officers, members, managers, employees, agents, consultants, representatives, and invitees of all of the foregoing.
- (o) "**Taxes**" means all compulsory charges imposed pursuant to the authority of a governmental body, or political subdivision thereof, to levy taxes, charges, duties, assessments or fees of any nature on an entity or activity in connection with the Goods or Services. Taxes include, but are not limited to, taxes measured by income, employment taxes, franchise taxes, excise taxes, sales and use taxes, gross receipts taxes, goods and services taxes, value added taxes, import/export customs duties, customs fees, stamp duties, property taxes, and ad valorem taxes.
- (p) "**Willful Misconduct**" means an intentional disregard of good and prudent standards of performance or of any of the terms of the Order.
- (q) "**Work Site**" means any real property or facility owned, leased, or under the control of Purchaser wherever located, onto which Supplier enters or on which Supplier performs Services, including but not limited to, field locations, buildings, structures, installations, and vehicles.

### 2. Agreement.

- (a) **Entire Agreement.** This Agreement constitutes the entire agreement between Purchaser and Supplier with respect to the subject matter of this Agreement and supersedes all prior negotiations, representations, or agreements, either oral or written, related to such subject matter; provided, however, with respect to any current Order issued prior to the Effective Date and subject to a prior master or other agreement between the Parties, such prior agreement shall continue to govern such Order.
- (b) **Term.** The term of this Agreement will commence on the Effective Date and will, subject to Sections 6 and 26 hereof, continue until terminated upon thirty (30) days' notice by either Party to the other Party; but shall remain in full force and effect as to any then-outstanding Order until such Order is completed, unless such Order is sooner terminated by Purchaser as provided in this Agreement or the Order.
- (c) **Statements of Commercial Terms.** If an Order is issued pursuant to an SCT, then the Order shall be deemed to incorporate the terms of such SCT, as well as the terms of this Agreement.

(d) **Amendments.** Any amendment, modification, or change to this Agreement or an SCT shall be effective only if made in a written instrument signed by Purchaser and Supplier.

(e) **Order of Precedence.** In the event of a conflict between or among an Exhibit, the Enabling Articles, and these GTCs, the order of precedence shall be as follows (unless otherwise expressly agreed to in writing by both Parties): (i) Enabling Articles; (ii) these GTCs; and (iii) Exhibit(s). Any reference in any Exhibit to “Golden Pass LNG Terminal LLC,” “Golden Pass Pipeline LLC,” “Golden Pass LNG Marine Services LLC,” or “Company” shall mean Purchaser, and any reference in any Exhibit to “Contractor” or “Seller” shall mean Supplier. Notwithstanding the foregoing, (y) purely commercial terms contained in an Order, or matters that this Agreement expressly provides may be modified by an Order, shall control over this Agreement; provided, however, that such commercial term or modification shall be effective only as to Goods or Services covered by that Order; and (z) in the event of a conflict between this Agreement and an SCT, the provisions of this Agreement shall control unless such conflict is specifically noted in the SCT and the Parties thereto specifically agree therein that the noted conflict is to be governed by the provisions of the SCT.

(f) **Supplier Agreement.** By executing an Order, acknowledging its receipt, or engaging in any conduct (including, but not limited to, delivering Goods or performing Services called for by the Order) that recognizes the existence of a contract pertaining to the Goods and Services, Supplier agrees to the terms and conditions contained in this Agreement and the Order. Any terms contained in any invoice or other acknowledgment of an Order by Supplier or proposed at any time by Supplier in any manner, written or oral, which add to, vary from, or conflict with the terms and conditions in the Order or this Agreement are deemed to be material alterations and are objected to. The Parties agree, despite any acceptance of the Goods and Services by Purchaser or other course of conduct, that any of such terms of Supplier shall be deemed to be objected to by Purchaser without need of further notice of objection and shall be of no effect nor in any circumstances binding upon Purchaser unless expressly accepted in writing. Written acceptance or rejection by Purchaser of any such terms or conditions shall not constitute an acceptance of any other additional terms or conditions.

3. **Independent Contractor.** Supplier, in performing its obligations under an Order, shall be an independent contractor controlling and directing the manner or means by which its personnel and Subcontractors provide the Goods and Services. No member of Supplier Group is an agent or employee of Purchaser, and Supplier has sole authority and responsibility to employ, discharge, and otherwise control all members of Supplier Group. Purchaser’s interest is in the completed delivery and performance of the Goods and Services. No member of Supplier Group shall be entitled to participate in or receive benefits from any employee benefit plan sponsored by Purchaser or any of its Affiliates, and individuals provided to provide the Goods and Services under this Agreement shall not be considered regular employees or non-regular employees of Purchaser or any of its Affiliates for purposes of benefit plan participation.

4. **Subcontractors.** Supplier shall not use any Subcontractors to provide the Goods and Services without prior written approval from Purchaser, which approval shall not be unreasonably withheld, conditioned, or delayed, and no such approval will relieve Supplier of any of its obligations under this Agreement. Supplier shall ensure that all its contracts with its Subcontractors contain provisions which are in conformity with and no less stringent than the provisions of this Agreement. As between Purchaser and Supplier, the acts and omissions of each Subcontractor shall be deemed to be the acts and omissions of Supplier. Supplier shall be liable to Purchaser for any breach of the terms and provisions of this Agreement by any of its Subcontractors, as if such breach had been committed by Supplier.

5. **Taxes.** In connection with the Parties’ execution of this Agreement, Supplier shall deliver an executed U.S. Department of Treasury Form (e.g., W-8 or W-9, as appropriate) to Purchaser. Purchaser shall withhold income taxes from payments to Supplier to the extent required by applicable law. Upon payment of the amount withheld to the appropriate government entity or agency, such withheld amount shall be deemed payment to Supplier, and Purchaser shall have no further obligation to pay such amount to Supplier. Supplier shall pay all Taxes imposed on Supplier or its property or pertaining to Supplier Group’s performance under each Order, and all prices of Goods and Services contracted thereunder are inclusive of such Taxes without reference thereto, except as consistent with the following. *Pertaining to Goods and Services delivered in Texas:* Upon delivery of Purchaser’s direct pay or other exemption certificate, any applicable state and local sales and use taxes due on the Goods or Services are the duty of Purchaser to accrue and remit, and Supplier shall not include Texas state and local sales and use taxes on invoices. *Pertaining to Goods and Services delivered in any state jurisdiction other than Texas:* Any applicable state and local sales and use taxes due on the Goods and Services are the duty of Supplier to collect and shall be separately stated on all invoices as such, *provided however*, Supplier shall not collect or invoice any sales and use taxes on the Goods or Services for which Purchaser furnishes any necessary documentation relating to exemption therefrom, properly completed.

6. **Suspension and Termination.**

(a) **For convenience.** Purchaser may suspend or terminate the Goods and Services, in whole or in part, at any time and for any reason by notice, and Supplier shall promptly comply. In the event that the Goods and Services are suspended or terminated, Purchaser shall pay Supplier only for the Goods and Services provided and obligations incurred prior to the suspension or termination and, unless suspended or terminated for cause, for costs that Supplier directly incurs in suspending or terminating the Goods and Services, provided that Purchaser has authorized such payments in advance in writing. Purchaser may, at any time, authorize Supplier to resume any part of the suspended Goods and Services by notice to Supplier, and Supplier shall then promptly comply.

(b) **For cause.** Purchaser may terminate this Agreement or an Order for cause if: (i) Purchaser has notified Supplier of a material breach of this Agreement or the relevant Order by Supplier Group, and Supplier has failed to remedy such breach within seven (7) days of such notice; or (ii) Supplier Group breaches Section 41 of this Agreement; or (iii) Supplier files a petition in bankruptcy, appoints a receiver over any portion of its assets, makes an assignment for the benefit of creditors, begins winding up or dissolving its business, authorizes the sale of all or substantially all of its assets, is named as a debtor in an involuntary bankruptcy (which is not dismissed within thirty (30) days), or otherwise represents or it becomes evident that Supplier is unable to deliver the Goods or Services for financial reasons. If an Order is terminated for cause by Purchaser, then Supplier shall be liable to Purchaser for any direct damages incurred by Purchaser, including all reasonable costs and expenses incurred by Purchaser in having the Goods or Services provided by Purchaser or another supplier if the cost and expense incurred by Purchaser to do so exceeds the amount which would have been due to Supplier if Supplier had completed its provision of Goods or Services.

(c) **Supplier Group Damages.** In regard to unperformed Goods and Services, in no event shall Purchaser be liable for any Claims or liabilities whatsoever of Supplier Group, including but not limited to: (i) consequential, special, and indirect damages; (ii) loss of anticipated profit; and (iii) reimbursement.

(d) **Non-payment.** In the event Purchaser fails to make an undisputed payment to Supplier when due under an Order, Supplier may suspend performance of the Services within thirty (30) calendar days of giving written notice with respect thereto, if such amounts remain unpaid by Purchaser upon expiration thereof.

7. **Change Orders.** An Order shall only be amended or modified by a Change Order. The Parties may, at any time, make changes in, add to, or delete from the Goods and/or Services to be performed under any Order by completing a Change Order, which shall be signed or agreed to by an authorized representative of each Party. Except as otherwise therein agreed by the Parties, the Change Order shall not change or modify the rates, prices, schedule, or other terms and conditions contained in the Order, except to the extent necessary to add rates and/or prices for Goods and/or Services not originally described in such Order but instead added by the Change Order. Supplier shall include its documented justification in any request for a Change Order. Once executed by both Parties, the Change Order shall become part of the Order for the purposes of this Agreement and the Goods and/or Services therein described.

8. **Software, Hardware, Tools, Instruments and Equipment.** Supplier shall provide Supplier's own software, hardware, tools, instruments, equipment, facilities, and place (collectively referred to as "**Supplier Property**") for providing the Goods and Services unless otherwise agreed between the Parties. The Purchaser shall provide such access to its information, property, and personnel as may be reasonably required in order to permit the Supplier to provide the Goods and Services. Purchaser may, at its sole discretion, and on an "as is, where is" basis, provide Supplier with Purchaser Property. If Purchaser provides Supplier with Purchaser Property, Supplier agrees to safeguard Purchaser Property and return it to Purchaser at the conclusion or termination of Supplier's provision of the Goods and Services under the Order in the same condition that Supplier received it, except for normal wear and tear. Supplier shall be responsible to Purchaser for damage to or loss of Purchaser Property to the extent such damage or loss is caused by Supplier's failure to properly maintain Purchaser Property.

9. **Technology Licenses.** Unless stated otherwise, Supplier shall be responsible for obtaining appropriate software licenses for any third-party products or materials to be provided or used in connection with Supplier Group's provision of the Goods and Services and for paying the applicable license fees. Supplier shall also be responsible for complying with all registration and other access and use requirements of websites that Supplier Group will need to access in order to provide the Goods and Services.

10. **Liens.**

(a) **Generally.** Supplier shall ensure that no liens of any kind are fixed upon or against any property of Purchaser or its Affiliates, whether real or personal, by any other member of Supplier Group in connection with the performance of the Goods or Services. If requested, to reflect completed payments to Supplier under this Agreement, Supplier shall furnish Purchaser with full releases (on forms satisfactory to Purchaser) of all Claims and liens for labor and materials used in providing the Goods and Services. Supplier shall not claim or file, and hereby waives its rights to make, any lien on any property of Purchaser or its Affiliates; provided, however, that Supplier shall not be prevented from claiming, filing, or enforcing any such liens when the rights thereto arise from Purchaser's failure to timely pay any undisputed Supplier invoice properly submitted in accordance with the requirements of this Agreement and the relevant Order, subject to Supplier having provided Purchaser with thirty (30) days' prior notice of its intent to file a lien.

(b) **Retainage; Bonding; Letter of Credit.** In addition to any rights Purchaser may have under the law, Purchaser may withhold a retainage, in an amount set forth in the Order, from each payment it makes to Supplier, such retainage amount to be paid by Purchaser to Supplier after (i) the Goods and Services are completed as required, and the retainage period required by applicable law has expired without issuance of a lien or claim of lien; or (ii) Purchaser is satisfied that all claims of lien have been paid and liens removed. In addition, Purchaser may, at any time, require that Supplier post a bond, at no cost to Purchaser, to remove any Claims or liens, or Purchaser may discharge or remove any such claims of lien and liens by bonding, payment or otherwise, all of which are chargeable to Supplier, together with all attorneys' fees and costs. Provided Purchaser agrees in writing, Supplier may provide an irrevocable standby letter of credit, naming Purchaser as beneficiary and in form and substance satisfactory to Purchaser, in satisfaction of Supplier's obligations and liabilities as aforesaid and in substitution of any retainage.

11. **Warranties; Title.** Supplier warrants that it shall: (i) provide the Goods and Services with promptness, diligence and in a safe, workmanlike, and competent manner and in accordance with all provisions of the Order, this Agreement and applicable law; (ii) obtain, at its expense, before providing any Goods and Services all the necessary certificates, permits, licenses, and authorizations to conduct business and provide the Goods and Services; and (iii) ascertain, before providing any Goods and Services, whether any drawings and specifications are at variance with applicable law and good engineering and operational practices, notify Purchaser of such variances, and with Purchaser's agreement ensure that necessary changes are made. Supplier further warrants that all Goods and Services provided shall meet the descriptions and specifications provided or agreed to by Purchaser and shall be free from defect or deficiency for eighteen (18) months from the date of completion (as to Services) or acceptance (as to Goods), whichever occurs last. If Purchaser discovers any defect or deficiency within the warranty period, and Purchaser has notified Supplier of the defect or deficiency within a reasonable period of time after its discovery, Supplier, at its sole expense, shall at Purchaser's option promptly repair, re-perform, or replace the defective or deficient Goods and Services (including all other labor, materials and other Services necessarily incidental to effecting such correction of the defect or deficiency). The repaired, re-performed, or replaced Goods and Services shall be warranted on the same basis as provided above for the longer of the balance of the above warranty period, or 6 months from the date of completion or acceptance of the repair or replacement of Goods, or re-performance or acceptance of the replacement Services. Supplier shall use its best efforts to ensure that any warranties available from Subcontractors or manufacturers are assigned or otherwise made available to Purchaser and shall deliver to Purchaser a copy of each written warranty provided by Subcontractors, manufacturers, or any other third parties. The warranties under an Order shall be in addition to any warranties otherwise provided by law. Supplier shall promptly notify Purchaser of any change in manufacturing material or technique affecting the quality of the Goods and Services. Substitution of the Goods and Services and/or extra charges shall not be permitted unless authorized in writing by Purchaser. All Goods and Services delivered under this Agreement shall be subject to Purchaser's inspection and acceptance. Goods and Services not accepted, delivered in error, or in excess of the quantity ordered will be held for Supplier's instruction at Supplier's risk and, if Supplier so instructs, will be returned to Supplier at Supplier's expense. Purchaser shall have the right at any time to reject, or revoke acceptance of, the Goods and Services that fail in any respect to conform to the requirements of the Order. In the event Purchaser has already paid for any Goods and Services rejected in accordance with this Section,

Supplier agrees to promptly refund the purchase price of such rejected Goods and Services to Purchaser. Payment of an invoice does not constitute inspection and acceptance of the Goods and Services and shall not limit Purchaser's right to later dispute any of the charges invoiced. Unless otherwise specified in this Agreement or the relevant Order, title to any Goods and Services provided will pass to Purchaser upon payment therefor by Purchaser or upon delivery to Purchaser's Work Site or other site designated by Purchaser, whichever occurs earlier, and shall become Purchaser Property, as defined in Section 2(i).

## 12. **Indemnity.**

(a) **General Indemnity.** Supplier shall indemnify, defend and hold Purchaser and its Affiliates completely harmless against any and all Claims incurred by or made against Purchaser and its Affiliates arising out of Supplier Group's failure to comply with Sections 5, 9, 10, 18, 19, 21, 22, 27, 32, and 41. The obligation to indemnify, defend, and hold harmless shall include, without limitation: (i) payment as incurred and when due of all penalties, awards, and judgments; (ii) all court and arbitration costs; (iii) reasonable attorneys' fees and other reasonable out-of-pocket costs incurred in connection with such Claims; and (iv) personal injury, illness, or death of or damage to and loss of tangible property (whether real or personal, owned, or leased). The indemnitee may, at its option, be represented by counsel of its own selection, at its own expense. Supplier shall not consent, without prior written consent by the indemnitee, to an injunction against any of the indemnitee's operations, the payment of money damages, the granting of a license, or the parting of anything of value by the indemnitee with respect to resolution or settlement of any Claim.

(b) **Consequential Damages.** Except for a Party's confidentiality and indemnification obligations hereunder, each Party (the "**Releasing Party**") releases and waives any Claims against the other Party and its Affiliates for the Releasing Party's own indirect, incidental, special, consequential or punitive damages or losses, including without limitation loss of profit, loss of business or business opportunities, loss of revenue, or business interruptions, arising out of or in relation to this Agreement, regardless of whether the damages or other relief sought are based in contract or tort, including breach of contract, warranty, negligence, strict liability, statute, or any other legal or equitable theory and regardless of whether the Releasing Party has been advised of the possibility of such damages or whether such damages were foreseeable at the effective date of this Agreement or effectuation of an Order.

(c) **Third Party Indemnity.** Supplier shall indemnify, defend, and hold Purchaser harmless from all Claims asserted against Purchaser by any third party for personal injury, death, or loss of or damage to property resulting from Supplier Group's Negligence, Gross Negligence, or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint Negligence, Gross Negligence or Willful Misconduct of Purchaser and Supplier Group, Supplier's duty of indemnification under this Section 12(c) shall be in proportion to Supplier Group's allocable share of such joint Negligence, Gross Negligence or Willful Misconduct. If either Party is strictly liable under law, the other Party's duty of indemnification shall be in the same proportion that its Negligence, Gross Negligence, or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a Party is strictly liable.

(d) **Joint Employment.** Notwithstanding anything to the contrary in this Agreement, including Section 12(c), Supplier shall indemnify, defend and hold Purchaser completely harmless against any and all Claims incurred by or made against Purchaser arising out of or related to any alleged employment or joint employment relationship between any member of Supplier Group and Purchaser.

(e) **Gross Negligence and Willful Misconduct.** Notwithstanding anything to the contrary in this Agreement, each Party shall bear full responsibility, without limit, for its Gross Negligence or Willful Misconduct attributable to its managerial and senior supervisory personnel and, in no event will a Party be required to release or indemnify the other Party for Gross Negligence or Willful Misconduct attributable to the other Party's managerial or senior supervisory personnel.

13. **Unapproved Actions or Statements.** Neither Party shall make, post, issue, publish, release, or disclose any news or press releases, public announcements, advertisements, marketing materials, website content, publicity, proposals, or other information concerning this Agreement or any Order without obtaining the prior written consent of the other Party.

14. **Use of Names and Marks.** Neither Party shall use the other Party's or any of its Affiliate's name, trade name, or trademarks in any advertising or solicitation of business from any third party except on the express written consent of such other Party. With prior written consent by Purchaser, Supplier shall be permitted to use Purchaser's or any of its Affiliates' name, trade name, or trademarks, but only so long as such use is solely for the purpose of providing the Services.

## 15. **Confidentiality.**

(a) **Confidential Information.** For purposes of this Section 15, the term "Supplier" shall also include its Representatives. For purposes of and in consideration for Supplier's agreement to provide the Goods and Services, Purchaser shall make available to Supplier information that may be proprietary, technical and/or confidential, as those terms are understood and interpreted within the energy industry (including but not limited to research, development, operating, performance, cost, business, financial and process information and data, know-how, identities of actual or potential business partners, customers or employees, contracts, business plans, proposals, forecasts, pricing, and computer software and software techniques). In connection with the Goods and Services undertaken with respect to Golden Pass Pipeline LLC, if any, Purchaser may also make available to Supplier certain non-public "transmission function" information, as that term is defined by the Federal Energy Regulatory Commission at 18 CFR § 358.3(h) (any of the foregoing information, collectively, referenced herein as "**Confidential Information**"). The following shall not constitute Confidential Information: (i) information that was already known to Supplier on a non-confidential basis before the date of this Agreement; (ii) information that is or becomes generally available to the public other than as a result of action by Supplier in breach of a duty of confidentiality; (iii) information that becomes known to Supplier from sources other than Purchaser or Purchaser's Representatives under circumstances not involving, to the Supplier's knowledge, any breach of any confidentiality obligation to Purchaser or Purchaser's Representatives; or (iv) information that is developed by Supplier independently of and without reliance on or reference to the Confidential Information received from Purchaser or Purchaser's Representatives.

(b) **Agreement Not to Disclose.** Supplier shall hold in confidence all Confidential Information made available to Supplier by Purchaser or Purchaser's Representatives or developed or acquired by Supplier in performance of this Agreement. Supplier agrees that any Confidential Information received from Purchaser or Purchaser's Representatives shall be safeguarded in the same manner and with the same level of care (but in no event less than reasonable care) that Supplier uses in safeguarding and/or handling its own confidential and proprietary information. Supplier further agrees that with respect to non-public transmission function information, Supplier shall not disclose such information to any third party except on mutual agreement with Purchaser and always in accordance with the rules of the Federal Energy Regulatory Commission as set forth at 18 CFR §358.

(c) **Permitted Disclosure.** Unless otherwise agreed to in advance and in writing by Purchaser, Supplier will not, except as required by law or court order, use or disclose the Confidential Information for any purpose whatsoever other than providing of the Goods and Services, nor disclose the Confidential Information to any third party. Supplier agrees to not disclose the Confidential Information to any third party without the prior written consent of the other Party except: (i) to members of Supplier Group who have the need to know such information, (ii) as required by law or court order, (iii) as required in connection with the reorganization of a Party or its merger into any other corporation, or the sale by a Party of all or substantially all of its properties or assets, or (iv) as may be required in connection with the enforcement of this Agreement. If Supplier, through prior written consent by Purchaser, is permitted to disclose the Confidential information to a third party, the Parties shall, prior to disclosure, mutually agree upon the Confidential Information that Supplier shall be permitted to disclose to third parties in the course of providing the Goods and Services. Supplier shall be responsible to Purchaser for any breach of this Section by the third party and shall take reasonable measures to prevent and restrain the third party from any unauthorized disclosure or improper use of the Confidential Information. Specifically, Supplier will cause the third party: (i) to be subject to an undertaking of confidentiality with content at least as restrictive as this Agreement as to information conveyed hereunder and (ii) to comply with the confidentiality and use provisions of this Agreement.

(d) **Remedies.** In the event of a breach of this Section, or in the event that such breach appears imminent, Purchaser is entitled to seek all available legal and equitable remedies, including but not limited to specific performance and injunctive relief, and may, in addition, recover from Supplier all reasonable costs and attorneys' fees incurred by Purchaser as a result of such breach and the enforcement of its rights.

(e) **Return/ Destruction of Confidential Information.** Upon the termination or expiration of this Agreement for any reason, or upon Purchaser's earlier request, Purchaser may demand the return or destruction of the Confidential Information at any time upon giving notice to Supplier. Promptly upon receipt of such notice (but in no event more than fifteen days), Supplier shall cause to be returned or destroyed, at Purchaser's option, all of the Confidential Information provided by or on behalf of Purchaser, including all copies in its possession, except to the extent and for such period that the Supplier is prohibited from doing so by legal process. Upon request, Supplier shall provide Purchaser with written certification of return or destruction of the Confidential Information consistent with this Section. Supplier may retain one copy of the Confidential Information in its legal or backup electronic records files. The preceding notwithstanding, non-return or non-destruction of electronic copies of Confidential Information that are automatically generated through data backup or archiving systems and that are not readily accessible by a Party's personnel shall not be deemed to violate this Agreement, so long as the Confidential Information contained therein is not disclosed or used in violation of the other terms of this Agreement.

16. **Conflict with Purchaser's Business.** During the term of this Agreement, Supplier shall not engage in business activities that directly conflict with the principal business activity of Purchaser, without advance written notice to the Purchaser. Supplier is not prohibited from engaging in business with other companies within Purchaser's industry during the term of this Agreement provided that Supplier adheres to its obligations of confidentiality stated in Section 15.

17. **Equitable Relief.** Supplier acknowledges that a violation of GTCs Sections 14, 15, or 16 would cause immediate and irreparable harm to the Purchaser for which money damages would be inadequate. Therefore, the Purchaser will be entitled to specific performance, injunctive, and other equitable relief for Supplier's breach of any of its obligations under this Agreement without proof of actual damages and without the posting of bond or other security. Such remedy for GTCs Sections 14 and 15 shall not be deemed to be the exclusive remedy for such violation(s) but shall be in addition to all other remedies available at law or in equity.

18. **Ownership of Documents, Drawings and Specifications, Irrevocable License.** All information, notes, material, drawings, records, diagrams, formulae, processes, technology, firmware, software, know-how, designs, ideas, discoveries, studies, reports, inventions, improvements, copyrights, trademarks and trade secrets, specifications, computer programs (data files and other software in whatever form), and any other documents, records, and materials, whether written, audio, or video, developed by Supplier solely or jointly with others specifically for providing the Goods and Services (collectively referred to as "**Documents**") shall be the sole and exclusive property of Purchaser. Supplier shall provide the original and all copies of the Documents to Purchaser when the Goods and Services are completed or earlier upon Purchaser's written request. Supplier hereby assigns, and agrees to assign in the future as necessary, in the sole opinion of Purchaser, and shall require its employees and Subcontractors to assign, the copyrights for all such Documents to Purchaser, and Supplier agrees, upon the request, and at the cost of Purchaser, to promptly sign, execute, make and do all such deeds, documents, acts, and things as Purchaser may reasonably require or desire to perfect Purchaser's entire right, title, and interest in and to any Documents. In the event that Supplier integrates any work that was previously created by Supplier into any Documents, Supplier shall grant to, and Purchaser is hereby granted, a worldwide, royalty-free, perpetual, irrevocable license to exploit the incorporated items, including, but not limited to, any and all copyrights, patents, designs, trade secrets, trademarks or other intellectual property rights, in connection with the Documents in any manner that Purchaser deems appropriate. Supplier warrants that it shall not knowingly incorporate into any Documents any material that would infringe any intellectual property rights of any third party.

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 Goods and Services, 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.

20. **Audit and Inspection.** Upon reasonable notice, Purchaser shall have access during business hours to all of Supplier's and its Subcontractors' personnel, books, records, correspondence, instructions, plans, drawings, receipts, vouchers, financial accounts, data stored in paper files, computer files or microfiche, and memoranda of every description pertaining to the Goods and Services for the purpose of verifying the reimbursable rates were properly charged for the Goods and Services and Supplier's compliance with the terms of this Agreement. Supplier agrees to include the necessary provisions in its contracts with its Subcontractors that shall assure access by Purchaser or its Representatives to applicable records of Subcontractors. Purchaser shall not be liable for Supplier's or its Subcontractors' costs resulting from an audit hereunder. Purchaser may inspect any Goods and Services provided and any equipment and materials, including but not limited to Supplier Property and Purchaser Property, provided in connection with the provision of Goods and Services under this Agreement. No inspection or approval will relieve Supplier of any warranties and obligations hereunder.

21. **Accuracy of Records/Data Integrity.** Supplier shall be accountable for the integrity of any assessments, costs, and other data, including its generation, recording, reporting and retention, provided by Supplier, its employees, agents or any of its Subcontractors to

Purchaser or any third party(s) on behalf of Purchaser as part of the deliverables required by the Services. Supplier will ensure that assessments and information reporting are complete, accurate, and timely. Supplier will use a self-assessment system, to ensure the requirements above are being met. In the event the activities or information are found to be inadequate or incorrect, Supplier shall promptly notify Purchaser in writing of any such deficiency and Supplier shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from providing the Goods and Services of this Agreement pursuant to Section 11 (Warranties, Title) above. Notwithstanding the foregoing, Supplier shall be entitled to rely upon accuracy, sufficiency, and completeness of the information provided by or on behalf of Purchaser to Supplier without verifying it.

22. **Document Retention.** Supplier shall maintain accounting records and supporting data in accordance with generally accepted accounting practices and document retention requirements provided by Purchaser. Purchaser and its Representatives shall have the right to reproduce any of these documents. Supplier shall preserve and shall cause its Subcontractors to preserve all these documents for a period of five (5) years, or for greater periods or for indefinite periods, as might be required by litigation or prospective litigation, as indicated by Purchaser in its reasonable discretion.

23. **Business Standards.** Supplier shall establish and maintain precautions to prevent itself and its Subcontractors from making, receiving, providing, or offering substantial gifts, entertainment, payments, loans, or other consideration to Representatives of Purchaser for the purpose of influencing those persons to act contrary to the best interests of Purchaser. This obligation shall apply to the activities of the Supplier and its Subcontractors in their relations with the Representatives of Purchaser and their families and/or third parties arising from this Agreement. Supplier agrees that all financial settlements, billings, and reports rendered to Purchaser or its Representative may be relied upon as being complete and accurate in any further recordings and reports made by Purchaser or its Representatives for whatever purpose. Supplier agrees to notify Purchaser promptly upon discovery of, and work with Purchaser to rectify, any instance in which Supplier fails to comply with the provisions of this Section.

24. **[Reserved]**

25. **Assignment.** Supplier agrees that it will not assign, sell, transfer, delegate or otherwise dispose of this Agreement or any right, duty, or obligation under this Agreement without the Purchaser's prior written consent. An assignment in contravention of this Section is void and without effect. Purchaser may assign this Agreement to an Affiliate without Supplier's consent. With Purchaser's advance written consent, Supplier may assign or subcontract work to its Affiliates or related entities in order to comply with licensing and business practice laws and requirements in effect in various jurisdictions, and in such circumstances, such affiliated or related entity shall be considered "Supplier" under this Agreement.

26. **Severability; Survival Clause; Waiver.** If any provision or portion of this Agreement or an Order shall be adjudged partially or wholly invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, the Agreement or the Order shall be deemed to be amended to modify or replace such provision or portion to the extent necessary to make it valid or enforceable, or, if necessary, that provision or portion of this Agreement or the Order shall be deemed omitted, and the remaining provisions and portions shall remain in full force and effect. The provisions of the Agreement that by their nature continue, including, but not limited to, provisions regarding taxes, indemnification, warranty, document retention, allocation of liability provisions and limits thereon, intellectual property rights, confidentiality and/or protections of proprietary rights set forth in this Agreement, and the enforcement of rights and obligations incurred hereunder that are not fully discharged prior to the termination or expiration of this Agreement, including governing law and venue, shall survive any expiration, cancellation, or termination of this Agreement. No waiver by a Party of a right or default under this Agreement shall be effective unless in writing. No such waiver shall be deemed a waiver of any subsequent right or default of a similar nature or otherwise. The headings in this Agreement are for ease of reference only and shall not be used to construe or interpret the provisions of this Agreement.

27. **Compliance with All Laws, Regulations, and Policies.** Supplier agrees to comply, and secure compliance by its Subcontractors, with all federal, state, provincial and local laws, rules, regulations (including regulatory standards and requirements), orders, directives, and codes, which are applicable to the Goods and Services, and with policies of Company and Purchaser, and to cooperate with Company and Purchaser as necessary for the Company and Purchaser to comply with such laws, regulations and policies. Supplier shall notify Purchaser promptly upon discovery of, and work with Purchaser to rectify, any instance in which Supplier fails to comply with this Section. Notwithstanding Section 7 of this Agreement, Purchaser may at any time with notice, in its sole discretion, modify, replace, change, or supplement Company and Purchaser policies and the relevant Exhibits attached to this Agreement. Any person who fails to comply with this Section may, at the Purchaser's sole discretion, be dismissed from the Work Site and barred from any further work for Purchaser.

28. **Governing Law; Venue.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCLUDING ANY CHOICE OF LAW RULES WHICH WOULD REFER THE MATTER TO THE LAWS OF ANOTHER JURISDICTION. EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS FOR THE PURPOSES OF ANY PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT. EACH PARTY HEREBY WAIVES ITS RIGHT TO A TRIAL BY JURY TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW.

29. **No Exclusivity or Minimums.** This Agreement does not require exclusivity of business dealings by either Party or commit any Purchaser to purchase any specific amount of the Good and Services.

30. **Workplace Harassment Policy.** Supplier Group shall be subject to the standards of conduct set forth in Purchaser's "Workplace Harassment Policy" attached to this Agreement as Exhibit D while providing the Goods and Services or communicating with Purchaser's employees, agents, customers, and other contractors. Supplier shall inform each member of Supplier Group who provide or will provide the Goods and Services for Purchaser of these expectations and provide each with a copy of the Workplace Harassment Policy. Supplier shall promptly notify the Purchaser contact for the applicable Goods and Services of any report, Claim, or complaint of harassment or of any violation of the standards of conduct. Supplier shall cooperate with Purchaser in any investigation Purchaser may make, including making members of Supplier Group available for questioning by Purchaser's designated investigators. Supplier agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

31. **Execution, Electronic Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. Each Party consents to the execution of this Agreement and Order(s) hereunder by electronic signatures as the legal equivalents of the Parties' handwritten signatures. The Parties further agree that, to the

fullest extent permitted by this Agreement's governing law, the use of electronic signatures and electronically imaged documents shall be of the same legal effect, validity and enforceability as accorded manual signatures and physical documents.

32. **Export Controls.** Supplier acknowledges that certain items (including technology, goods, software, services, or commodities provided under this Agreement) may be subject to laws restricting their export, re-export, transfer or release to certain governments, legal entities or individuals and/or to certain destinations. With respect to any export, re-export, transfer, or release of any such items otherwise permitted under this Agreement, the Parties will comply with all applicable export controls laws.

33. **Representations.** Each Party represents and warrants to the other that (a) it is duly authorized to execute and deliver this Agreement, to enter into transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery, and performance, (b) it will engage in such transactions as principal (or, if agreed in writing by an addendum hereto or otherwise in advance of any transaction by the other Party hereto, as agent for a disclosed principal), (c) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (d) it has obtained or will obtain all authorizations of any governmental body as and when required in connection with this Agreement and the transactions hereunder as and when required prior to the provision of Goods or the performance of the Services and such authorizations are or will be in full force and effect, and (e) the execution, delivery, and performance of this Agreement and the transactions hereunder will not violate any law, ordinance, charter, by-law, or rule applicable to it or any agreement to which it is bound, or by which any of its assets are affected. On the effective date of each Order Purchaser and Supplier shall each be deemed to repeat all the foregoing representations made by it in respect to such Order.

34. **Set Off.** Supplier hereby authorizes Purchaser to deduct, withhold from payment (without liability for interest), or set off any loss, damage, liability, or Claim which Purchaser may have against Supplier under this Agreement or any Order against any performance or payment due to Supplier under any Order or any other contract between the Parties.

35. **Force Majeure.** For the purposes of this Agreement, "**Force Majeure**" means any event that is unforeseeable and beyond the control and without fault or negligence of the Party claiming inability to perform its obligations and which Party is unable to prevent or provide against by the exercise of reasonable diligence, including but not limited to: acts of God or public enemy; expropriation or condemnation of facilities; changes in applicable law; war, civil disturbance, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions or other catastrophes; and strikes. Financial hardship or the inability to pay moneys shall not, however, constitute events of Force Majeure. No delay or failure in performance by Purchaser or Supplier shall constitute default under this Agreement if, and to the extent, the delay or failure is caused by Force Majeure. Force Majeure shall not operate to excuse or increase the cost of, but only to delay or diminish, while in effect, the provision of the Goods and Services. If Goods or Services are delayed by reason of Force Majeure, Supplier shall promptly notify Purchaser in writing. Supplier shall do all things reasonably possible to mitigate and remove the Force Majeure event, except a strike, and shall resume performance under this Agreement as soon as possible. In no event shall Purchaser be liable for, and Supplier shall release, defend, indemnify, and hold Purchaser harmless from and against, Supplier Group's damages, anticipated profits, or other sums or payments occasioned by the event.

36. **Storage and Bailment of Purchaser's Property.** If Supplier or any of its Subcontractors store any of Purchaser Property under one or more Orders, Supplier shall keep and provide those records that may be requested by Purchaser including, but not limited to, an inventory of such Purchaser Property, by location, at the end of each calendar year, or more frequently if requested by Purchaser. Supplier shall store such Purchaser Property at no additional cost unless specifically agreed to in an Order. Supplier shall: (i) store such Purchaser Property in a clean, dry, and secure location, unless otherwise agreed in writing by Purchaser; (ii) segregate such Purchaser Property from items belonging to entities other than Purchaser, if the Purchaser Property is of a nature which may be segregated; and (iii) mark, or otherwise indicate in a manner to make it evident to Supplier's creditors, that such Purchaser Property belongs to Purchaser. Purchaser shall have access to such Purchaser Property twenty-four hours a day, seven days a week. Supplier and Purchaser agree that delivery to or custody by Supplier of Purchaser Property is considered by both Parties to be a bailment and not subject to the terms and conditions of the Uniform Commercial Code or similar law, as the same may be codified in applicable state law pertaining to sales and/or secured transactions. In addition to the other requirements of this Section, Supplier shall comply with the Purchaser's storage policies.

37. **Interpretation.** The Parties agree that each has had the opportunity to review this Agreement and seek advice of counsel, and that this Agreement shall not be construed against one Party or the other as the drafter of this Agreement. Unless the context expressly requires otherwise, all of the following apply to the interpretation of this Agreement:

(a) all capitalized terms used in any Exhibit of this Agreement will have the meanings given to them in this Agreement unless otherwise defined in the Exhibit;

(b) the singular shall include the plural, and the plural shall include the singular;

(c) the word "or" is not exclusive, and the words "includes" and "including" are not limiting;

(d) references to any matters "relating" or "arising" (including any variants thereof) out of this Agreement include matters that arise in connection with, have a causal connection with, or flow from this Agreement, or which would not have arisen or occurred but for the entering into this Agreement or the performance of or failure to perform obligations under this Agreement or any Order; and

(e) all headings are for convenience only and shall form no part of this Agreement.

38. **Insurance and Indemnity Reformation.** If it is judicially or statutorily determined that the insurance required hereunder or the indemnities assumed hereunder exceed the maximum monetary limits permitted under applicable law, it is agreed that said insurance requirements or indemnities shall automatically be amended to conform to the maximum monetary limits permitted under such law.

39. **Insurance.**

(a) **Coverages.**

(i) Supplier (and each of its Subcontractors utilized to provide any of the Goods or Services) shall carry and maintain in force at least the following insurances and amounts: (1) for all its employees engaged in providing the Goods and Services, workers' compensation and employers' liability insurance or similar social insurance in accordance with applicable law which may be applicable to those employees; (2) the greater of (i) its normal and customary commercial general liability insurance coverage and policy limits or (ii) \$2,000,000 per claim and in the annual aggregate, providing coverage for injury, death and property damage resulting from each occurrence; (3) automobile liability insurance covering owned, non-owned, and rented equipment with policy limits of at least \$1,000,000 combined single limit coverage for injury, death and property damage resulting from each accident.

(ii) The liability insurance policy(ies) described above shall: (1) cover all Purchasers under this Agreement as additional insureds in connection with providing the Goods of Services; and (2) be primary as to all other policies (including any deductibles or self-insured retentions) and self-insurance which may provide coverage. The coverage required by this Section shall be endorsed to provide a waiver of all rights of subrogation and/or contribution against such Purchasers to the extent liabilities are assumed by Supplier, except Supplier expressly agrees not to cause itself or its insurer(s) to waive any rights of subrogation and/or contribution against such Purchasers under any workers' compensation and employers' liability insurance, or similar social insurance in accordance with law which may be applicable to those employees of Supplier, when Purchaser elects to furnish or arrange same.

(b) **Other Insurance Requirements.** The above obligations of Supplier and/or its insurers shall apply to Supplier's self-insured retentions and/or deductibles. The minimum insurance requirements as set forth above shall not limit or waive a Party's legal or contractual responsibilities to the other Party or others. Supplier's insurance shall apply to Supplier's indemnity and defense obligations under this Agreement. Supplier shall ensure that its Subcontractors maintain insurance as required in accordance with this Section 39 but shall not require its Subcontractors to carry insurance that would insure against liability waived by Purchaser. Upon request by Purchaser, Supplier shall have its insurance carrier(s) furnish to the requester certified copies of the required insurance policies and/or certificates of insurance specifying that no insurance shall be canceled or materially changed while the Goods and Services are in progress without thirty (30) calendar days prior written notice to the requester. Upon the receipt of any such notice of cancellation or material change, Supplier shall promptly provide such notice to the Purchaser. Upon request by Purchaser, Supplier shall have its Subcontractors furnish the same evidence of insurance required of Supplier. Supplier and its Subcontractors shall not begin providing any Goods and Services until all of the insurance required of Supplier and its Subcontractors is in force and the necessary documents, if requested by Purchaser, have been received by the Purchaser.

(c) **Purchaser Alternatives.** (i) As an alternative and at Purchaser's option and expense, Purchaser may elect to furnish or to arrange for Supplier all or any part of the insurance required in this Section. If Purchaser elects this alternative, it shall so state in a notice to Supplier, and the Supplier's compensation shall be reduced by an amount equal to the Supplier's cost of the insurance. (ii) As an alternative and at Purchaser's option and expense, Purchaser may elect to furnish or to arrange for Supplier the insurance that Supplier carries, or to assume the responsibility, for all or any part of, the property specified in this Section. If Purchaser elects this alternative, it shall so state in a notice to Supplier, and the Supplier's compensation shall be reduced by an appropriate amount.

#### **THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY IN THOSE SITUATIONS WHERE SUPPLIER PROVIDES THE GOODS AND SERVICES ON PURCHASER'S WORK SITE.**

40. **Right of Removal.** Supplier shall promptly remove from any Work Site any Supplier Group personnel providing the Goods or Services under this Agreement, as the applicable Purchaser may for any reason designate. AS LONG AS PURCHASER'S REQUEST FOR SUCH REMOVAL IS IN COMPLIANCE WITH APPLICABLE LAW, SUPPLIER SHALL RELEASE INDEMNIFY AND FOREVER DISCHARGE AND HOLDS HARMLESS PURCHASER AND ITS AFFILIATES FROM ANY CLAIMS BASED ON NEGLIGENCE, DEFAMATION, WRONGFUL DISCHARGE OR OTHERWISE WHICH SUPPLIER, PURCHASER, OR ITS AFFILIATES MAY SUFFER, SUSTAIN, PAY OR INCUR AS THE RESULT OF ANY REMOVAL. HOWEVER, IF PURCHASER'S REQUEST FOR SUCH REMOVAL IS DETERMINED TO BE IN VIOLATION OF APPLICABLE LAW, PURCHASER SHALL NOT BE ENTITLED TO THE ABOVE RELEASE AND INDEMNIFICATION.

41. **Purchaser's Premises, Policies.** If Supplier Group personnel are entering a Work Site for any purpose, they shall: (i) complete Purchaser-required initial and periodic training deemed relevant to Supplier in Purchaser's sole discretion; and (ii) observe Purchaser's applicable cybersecurity, data integrity, safety, health, security, and traffic policies and/or regulations identified by Purchaser to Supplier. Any person who fails to comply with this Section may, at the Purchaser's sole discretion, be dismissed from the Work Site and barred from any further work for Purchaser.

42. **Drug, Alcohol, and Contraband Policy Requirements.** Supplier and its Subcontractors shall comply with the drug, alcohol, and contraband policy set forth in Exhibit B of this Agreement. Any person who fails to comply with this Section may, at the Purchaser's sole discretion, be dismissed from the Work Site and barred from any further work for Purchaser.

43. **Debris and Trash.** For any Services performed at a Work Site, Supplier shall accumulate on-site all debris and trash material resulting from Supplier's operations and keep and leave any Work Site where the Goods and Services are provided in a condition satisfactory to Purchaser; Purchaser shall provide instructions for disposition of all debris and trash.

44. **Management of Waste.** Supplier shall exercise all reasonable diligence to perform its services in a manner that will prevent pollution. Supplier shall, in providing the Goods or Services, have the responsibility and liability for the proper management of wastes according to all applicable laws, regulations, and Purchaser's policies and regulations as described in Section 27. In particular, Supplier shall, and shall ensure that all members of Supplier Group: (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) ensure that any empty containers to be discarded are deemed "empty" in accordance with 40 CFR § 261.7 or applicable state regulations; (d) not commingle waste they generate with any waste generated by Purchaser or others without prior written consent of Purchaser; (e) segregate hazardous waste from non-hazardous waste at all times; (f) either return to the supplier for credit, or transfer to Supplier's storage facility or next job site for use, any unused and still usable materials belonging to Supplier; (g) 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 and any applicable state regulations; and, (h) in addition to (a) through (g) above, not transfer waste to any off-site facility without Purchaser's prior written consent.

45. **Indemnity for Certain Claims Relating to On-Site Personnel** Supplier shall indemnify, defend and hold Purchaser and its Affiliates completely harmless against any and all Claims for bodily injury, illness, or death of any member of Supplier Group arising out of or related to the performance or subject matter of this Agreement or the presence of any member of Supplier Group, in connection with this



Agreement, on any premises owned, leased, operated or controlled by Purchaser or its Affiliates. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, INCLUDING SECTION 12(C), THIS OBLIGATION TO INDEMNIFY, DEFEND, AND HOLD COMPLETELY HARMLESS PURCHASER AND ITS AFFILIATES SHALL APPLY REGARDLESS OF THE CAUSE OR REASON, OR WHO MAY BE AT FAULT OR OTHERWISE RESPONSIBLE UNDER ANY CONTRACT, STATUTE, RULE, OR THEORY OF LAW, INCLUDING THE STRICT LIABILITY AND THE SOLE, JOINT, OR CONCURRENT NEGLIGENCE OF THE INDEMNITEE, WHETHER ACTIVE OR PASSIVE, AND ANY LATENT, PATENT, OR PRE-EXISTING DEFECTS OR CONDITIONS.**

**EXHIBIT A**  
**INVOICING PROCEDURES**  
**Golden Pass LNG Terminal LLC, Golden Pass Pipeline LLC, and Golden Pass LNG Marine Services LLC**  
**(Hereafter referred to as 'Golden Pass')**

Golden Pass suppliers are a critical link in our vision to be the premier LNG exporter in North America. We are committed to paying our suppliers accurately and on time. For us to process and pay invoices timely, it is critical invoices include all necessary details.

**Minimum Invoice Requirements**

- Invoices must be sent to [payables@goldenpassLNG.com](mailto:payables@goldenpassLNG.com) with copy to your respective Golden Pass Business Representative
- Invoices must comply with the minimum invoice requirements described below. Invoices with missing or incorrect information will be rejected. It is important that our suppliers adhere to subject requirements to avoid any delays with payment cycle

**Invoice Format:**

- Invoice must be in PDF format
- 1 invoice per PDF
- 1 invoice per 1 email
- Do not reference more than one Purchase Order number on each Invoice
- Support documentation should be a separate attachment
- Any support documentation that you need to send with the invoice should be clearly labeled accordingly
- Email cannot exceed 10MB

**Invoice details:**

- Document Type title (e.g. invoice, credit memo, etc.)

*Note: in the case of credit memo, please ensure the credit includes a negative balance and references the original debit and purchase order number*

- Invoice number (a unique invoice number or reference number is required)
- Invoice date

*Note: be certain to include dates for which goods and/or services were rendered on invoice*

- Invoice currency.
- Description of goods and/or services.
- Purchase reference (e.g., PO #)
  - If there is no PO #, you must provide the email address of the Golden Pass Business Representative
  - If you have a PO# be sure your invoice matches PO line by line. Include PO line-item number, part number (if applicable), product/service description, unit of measure, unit price, item quantity and total invoice price (as well as any related sales and use tax) for each line item
- Discounts: clearly mark any discounts on invoice if applicable
- Freight/Surcharges: Break out freight/surcharges into separate line on the invoice if a separate charge
- Net amount (tax excluded)
- In the absence of a related exemption certificate provided by Golden Pass, any applicable state and/or local sales and/or use taxes due on Goods or Services are the duty of the Supplier to collect and shall be separately stated on all invoices, along with the following information for each line item:
  - Pre-tax amount upon which taxes are calculated
  - Tax rate(s) applied (if exempt, please indicate)
  - Total tax amount
- For a Supplier who has not provided a Form W-9 indicating that it is a U.S. taxpayer, the invoice should disclose the portion of any amounts invoiced to Golden Pass for:
  - Any services performed outside of the boundaries of the United States,
  - Any rented equipment used outside of the boundaries of the United States,
  - Any software licenses or intellectual property used outside of the boundaries of the United States.

*Note: In the absence of such information, Golden Pass presumes that pertinent amounts are from U.S. sources. Golden Pass will deduct any applicable withholding taxes from the payment to the Supplier, unless the Supplier has provided a valid exemption certificate.*

**Supplier details:** (should match with what was provided on Company's Onboarding form)

**EXHIBIT A (CONTINUED)**

- Your full company name
- Your full company address
- Your company’s tax registration number
- Supplier’s Phone and email for any inquiries

**Bill must include:** (see example table below)

- Golden Pass affiliate’s full name
- Golden Pass affiliate’s full invoicing address

<b>Golden Pass LNG Terminal LLC and Golden Pass LNG Marine LLC</b>	<b>Golden Pass Pipeline LLC</b>
Attn: Accounts Payable 811 Louisiana Street Suite 1500 Houston, TX 77002	Attn: Accounts Payable 811 Louisiana Street Suite 1450 Houston, TX 77002

**Additional information**

- **PCard / Credit Card Payments:** Send invoices to be paid by PCard/Credit Card directly to the Golden Pass PCard/Credit Card owner.
- **Banking:** Banking information and payment methods are defaulted per vendor set-up. Please contact [kyconboarding@goldenpassLNG.com](mailto:kyconboarding@goldenpassLNG.com) to make any changes to banking and other vendor related information.

**Terms:** Unless otherwise stated elsewhere within this Agreement, Purchaser's payment terms are thirty (30) days after receipt of a correct and complete invoice.

**EXHIBIT B**  
**DRUG, ALCOHOL, AND CONTRABAND POLICY REQUIREMENTS**  
**Golden Pass Terminal LNG LLC, Golden Pass Pipeline LLC and Golden Pass Marine Services LLC**  
**(Hereafter referred to as 'Golden Pass')**

**1. Purpose**

To insure a safe, healthy, and productive work environment for the Representatives of Contractor and Golden Pass and others on Work Site, to protect the public, Work Site and assets, and to ensure efficient operations, Contractor shall have and enforce a written policy on drugs, alcohol, and other prohibited items that, at a minimum, meets the requirements outlined below. ("Contractor's Policy").

**2. Definitions**

- A. *Third-Party Services* – services that Golden Pass has contracted to provide to a third party which services will be performed by Contractor.
- B. *Prohibited Substances* -- (1) illicit or unprescribed drugs and controlled substances and mood or mind altering substances, (2) prescribed drugs used in a manner inconsistent with the prescription, and (3) alcoholic beverages.
- C. *Reasonable Suspicion* -- a belief based on objective and articulable facts sufficient to lead a supervisor to suspect.
- D. *Under the Influence* -- (1) the presence of a Prohibited Substance, or metabolites of a Prohibited Substance in body fluids above the cut-off level established by Contractor's Policy, but in any event, no less than the legal limit, or other commonly accepted cut-off level and/or (2) the presence of a Prohibited Substance that affects an individual in any detectable manner. The symptoms of influence may be, but are not limited to, slurred speech or difficulty maintaining balance.

**3. Prohibitions**

Unless specifically authorized in writing by Golden Pass, Contractor's Policy and its implementation shall prohibit Contractors and its Representatives from the following:

- A. Using, possessing, selling, manufacturing, distributing, concealing, or transporting while on a Work Site or handling Purchaser Property or during performance of Third-Party Services any of the following items:
  - i. Any Prohibited Substance;
  - ii. Contraband, including firearms, ammunition, explosives, and weapons;
  - iii. Illicit drug equipment or paraphernalia.
- B. Using or possessing while on a Work Site or handling Purchaser Property or performing Third-Party Services prescription drugs or over-the-counter medication that may cause impairment, except when all of the following conditions have been met:
  - i. Prescription drugs have been prescribed by a licensed physician for the person in possession of the drugs.
  - ii. The prescription was filled by a licensed pharmacist for the person possessing the drugs.
  - iii. The Contractor Representatives provide advance notice to their supervisor that they will be in possession of or using, impairment-causing prescription drugs or over-the-counter medication and appropriate steps are taken to accommodate the possibility of impairment, including but not limited to, removal from work for the period of possible impairment.
- C. Being Under the Influence of Prohibited Substances while performing any Services for Golden Pass.
- D. Switching or adulterating any urine, blood or other sample used for testing.
- E. Upon request, Contractor will certify in writing that it has enforced all provisions of Paragraph 3.

**4. Searches and Inspections**

Whenever Contractor and its Representatives are on a Work Site, Golden Pass may, at any time, have Golden Pass supervisors, Contractor supervisors and/or authorized search and inspection specialists, including scent-trained animals, conduct unannounced searches and inspections of Contractor and/or Contractor's Representatives and their property; that property may include, but is not limited to, the following: wallets, purses, lockers, baggage, offices, desks, tool boxes, clothing, and vehicles.

**EXHIBIT B (CONTINUED)**

**5. Testing**

**A. Categories**

All Contractor and its Representatives shall be assigned to one of the following categories based on the individual's job function:

**Safety-Sensitive:** Has a high exposure to catastrophic operational incident and has access to operations where failure could result in serious harm to public or employee well-being, company assets, or the environment.

**Low-Exposure:** Has an indirect role and no access to operations where failure could result in serious harm to public or employee well-being, company assets or the environment.

Contractor and its Representatives assigned to exclusively perform work at 811 Louisiana and Edison Plaza are designated as "Low-Exposure," unless otherwise identified as "Safety-Sensitive." Contractor and its Representatives assigned to perform work at any other Golden Pass Work Site are designated as "Safety-Sensitive" unless otherwise identified as "Low-Exposure". During the course of this Agreement, Golden Pass may at its sole discretion, after notifying Contractor of a change, or changes, modify a position's classification. Golden Pass LNG confirm the modification in writing.

Contractor shall ensure that alcohol and drug tests are conducted according to the following requirements as defined in Paragraph B below:

<u>Job Category</u>	<u>Reasonable Suspicion</u>	<u>Post-Incident</u>	<u>Pre-Access</u>	<u>Random</u>
Safety-Sensitive	X	X	X	
Low-Exposure	X	X		

**B. Requirements**

i. Pre-Access Testing:

- a. Each Contractor Representative requiring pre-access testing must have received a negative result on a comprehensive alcohol and drug test within the 12 months preceding their first access to the relevant Work Site and have received a negative result on a comprehensive alcohol and drug test in any calendar year in which that Contractor Representative performs work on a Work Site. Upon Golden Pass' request, Contractor shall so certify in writing. Contractor shall not send laboratory test results to Golden Pass.
- b. Contractor shall provide an annual certification letter confirming that all Contractor Representative with approved access to a Work Site have received negative test results. Contractor shall **not** provide any individual test results to Golden Pass

ii. Random Testing:

- a. Contractor Representative requiring random testing must be subject to unannounced and continuous random selection and testing for Prohibited Substances while performing work for Golden Pass.
- b. The number of tests randomly conducted during each calendar year must be at least the current United States Department of Transportation (USDOT) required percentage.

iii. Post-Incident Testing:

- a. If Contractor or Golden Pass determines from the best information available immediately after a work-related incident that performance of one or more Contractor Representative contributed to the incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall remove that/those individual(s) from any and all Work Site and surrender his/her/their site credentials to Golden Pass. For purposes of this part "incident" means an incident that caused personal injury requiring medical treatment beyond first aid administered at the relevant Work Site, or property damage of more than \$1000, or an incident that carried the potential for serious personal injury or significant property damage.

## EXHIBIT B (CONTINUED)

b. A Contractor Representative so removed will be allowed to return to work on a Work Site only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the Contractor Representative's removal from the Work Site, and Contractor certifies in writing the test identification number, the individual's government work identification number (*i.e.*, U.S. Social Security, or equivalent), the test date and time, and a negative test result. On that written certification Contractor will include a consent signed by the individual permitting disclosure to Golden Pass of the test result.

iv. Reasonable Suspicion Testing:

a. Upon Reasonable Suspicion of Contractor or Golden Pass that a Contractor Representative is Under the Influence of a Prohibited Substance while on a Work Site, Contractor shall remove the individual from the Work Site and surrender his/her site credentials to Golden Pass.

b. An individual removed from a Work Site for Reasonable Suspicion will be allowed to return to work on the Work Site only after Contractor conducts alcohol and drug testing on the individual as soon as possible following the individual's removal from the Work Site, and Contractor certifies in writing the test identification number, the individual's social security number, the test date and time, and a negative test result. On that written certification Contractor will include a consent signed by the individual permitting disclosure to Golden Pass of the test result.

C. Contractor's Policy will specify substances, and threshold levels that comply, at a minimum, with the USDOT alcohol and drug testing regulations. Supplier shall adopt and implement collection, chain-of-custody and other related procedures consistent with USDOT testing procedures.

D. Supplier shall use only testing laboratories that are properly certified under a recognized program.

### 6. **Non-Compliance**

Any Contractor Representative found in violation of Contractor's Policy or who refuse to cooperate with the searches and tests included in Contractor's Policy shall be permanently removed by Supplier from the Work Site and prohibited from performing work for Golden Pass. Contractor must immediately notify Golden Pass that the individual has become "disqualified under Exhibit B". Contractor will immediately review with Golden Pass the nature of the work previously performed by the individual. At Golden Pass' request Contractor shall, at its sole cost and risk, inspect all work in which the individual may have participated, and submit a written report to Golden Pass that documents the inspection, any findings, and the actions taken to assure all deficiencies have been corrected.

### 7. **Drug Awareness**

Contractor warrants that its Representative performing work have each been fully informed of the requirements of this Exhibit B and Contractor's Policy, and that before beginning work each has signed a written certification that the Representative has been so informed and agrees to be bound by those requirements.

### 8. **Exemptions**

Local Golden Pass management may, at its sole discretion, grant certain exemptions to Contractor from the requirements of the Policy. Exemptions are valid only if in writing. No exemption will be construed by Contractor as a promise of any future exemptions. Any exemption granted to Contractor may be revoked by local Golden Pass management at any time.

### 9. **Special Provisions -- Golden Pass-Approved Third-Party Administrator**

Enrollment in, and maintenance of, "active status" in a Golden Pass-approved Third-Party Administrator that requires pre-enrollment testing and continuously subjects active members to random drug and alcohol testing at an annual effective rate of at least 50% will be recognized as satisfying Golden Pass' pre-access and random testing requirements. Upon request, Golden Pass will provide Contractor with a list of all approved Third-Party Administrators. Contractor may request approval by Golden Pass of other Third-Party Administrators.

### 10. **Applicable Laws**

Contractor shall comply with all applicable drug and alcohol related laws and regulations.

### 11. **Audit**

A. Contractor shall keep records required by this Exhibit B available for inspection by Golden Pass during the term of this Agreement and for a period of (i) three (3) years after its termination; or a period of five (5) years, whichever occurs later.

## EXHIBIT B (CONTINUED)

- B. Golden Pass shall have the right, at its discretion, to perform unannounced audits of Contractor's compliance with these guidelines.
- C. At Golden Pass' request, Contractor will provide separate lists of its Representatives (including name and government work identification number) who were eligible for Golden Pass work on a date specified by Golden Pass in Safety-Sensitive Supplier Positions or Jobs Comparable to Designated Positions. Upon further request, Contractor will provide Golden Pass with the following information on each alcohol and drug test conducted for each Contractor Representative identified by Golden Pass from those lists:
- 1) date of and type of test (e.g., random, pre-access)
  - 2) laboratory chain-of-custody identification number and/or test number.

Contractor will obtain an agreement from any Third Party Administrator, specimen collection service, laboratory and/or Medical Review Officer providing drug/alcohol testing services under this agreement that upon submission by Golden Pass of a list, or lists, of Government Work Identification Numbers, chain-of-custody ID numbers and test dates: 1) the laboratory will verify that the tests were conducted as represented; and 2) the laboratory and/or Contractor Medical Review Officer will provide a sworn statement that each of the tests identified by Golden Pass were confirmed as negative or that it/he/she cannot so swear.

**EXHIBIT C**  
**SAFETY AND HEALTH REQUIREMENTS**  
**Golden Pass LNG Terminal LLC, Golden Pass Pipeline LLC, and Golden Pass LNG Marine Services LLC**  
**(Hereafter referred to as 'Golden Pass')**

**1. General Safety Specifications**

At Golden Pass, safety is first in all we do. No business objective is so important that it will be pursued at the sacrifice of safety. Contractors shall place the same emphasis on safety and health while performing work for Golden Pass. Failure to comply with Golden Pass' safety requirements is cause for immediate termination of this contract, subject to the discretion of Golden Pass' Management.

**A. Contractor Responsibility**

The Contractor is required to abide by all the safety requirements found in the Golden Pass LNG Safety Manual (SM), or such other documents or manuals that may replace or supplement the SM (e.g., Safety Handbook, etc.), as discussed in work scope and safety meetings, applicable to Contractor's operations, as well as all federal, state, and local regulations. Golden Pass will furnish the Contractor with a copy of the SM and any other applicable documents upon request. Adequate time will be provided by Golden Pass to complete each job in a safe and timely manner. The Contractor is expected to communicate this expectation to its employees. The Contractor is subject to a safety audit with no advance notice, but no such audit(s) shall serve to shift responsibility for or control of safety to Golden Pass.

**B. Safety Equipment**

Contractor's Representatives must report to any work location with proper safety equipment as prescribed by the SM and the Golden Pass operating organization. Golden Pass is not financially responsible for providing Contractor's Representatives with the proper safety equipment. Hard Hats, safety glasses (with rigid side shields), steel toe safety shoes, and flame retardant clothing are required as a minimum. Additional equipment may be dictated by the pre-job plan (e.g., hearing protection, gloves, goggles, etc.).

Prior to commencement of performing Services, Contractor will inspect the Work Site and ascertain whether any health or safety hazards exist. Contractor is responsible for ensuring its Representatives have necessary protective equipment. Contractor will not use equipment of any kind, which is not safe for the premises of the Work Site or the work to be done.

**C. Vehicle Safety**

Vehicle seat belts must be worn at all times when driving on Golden Pass roads or while under contract to Golden Pass. Personal vehicles of Contractor's Representatives are not allowed inside the facilities, other than to drive to designated parking areas. All Golden Pass or designated speed limits around a Work Site must be observed. All vehicles and equipment will be turned off while fueling and fuel storage areas and containers will be properly marked. Vehicles being refueled must not be left unattended.

**D. Safety Policy/Meeting Requirement**

Contractor must have an active and visible employee safety and health program that is equal to or which exceeds Golden Pass' safety requirements. Contractor must review its safety policy and Golden Pass' safety policy and expectations with all its Representatives before they report for work at the Work Site. Contractor will complete necessary orientation forms for all its Representatives prior to reporting for work. All of Contractor's Representatives must be given a site-specific safety orientation before beginning work on the Work Site.

A Contractor's Representative that is part of the management team is expected to attend Golden Pass field safety meetings and workshops as prescribed by the Golden Pass operating organization. In addition, the Contractor will hold safety meetings and/or pre-job safety planning sessions each day before commencing work. Contractor must designate one of its supervisory personnel to be a Safety Contact who will coordinate the Contractor's safety program with Golden Pass' Representative. The Contractor will have written pre-job safety plans such as Job Safety



## EXHIBIT C (CONTINUED)

Checklist/Job Safety Analysis available for inspection by Golden Pass' Representative or will participate jointly with Golden Pass in developing the pre-job safety plan. All persons involved in the work to be done will participate in the pre-job safety plan preparation.

### E. **Incident Reporting**

All safety hazards, near misses, accidents and injuries must be reported immediately to Golden Pass. Contractor agrees to immediately inform Golden Pass of any hazardous, unsafe, unhealthy, or environmentally unsound condition or work practice of which it becomes aware, even if it has no authority to correct. Contractor is expected to intervene and suspend work activity, to ensure safety and operations integrity. Contractor's Representatives must report all incidents to their supervisor and the Contractor supervisor must report to the Golden Pass supervisor at the time of occurrence and follow-up with documentation as prescribed by the Golden Pass operating organization.

Contractor must furnish Golden Pass' Representative with a copy of accident reports on accidents occurring on the Work Site and assist Golden Pass' Representative in completing a Golden Pass accident report. Contractor will conduct incident investigations and provide full reports to Golden Pass' Representative. Contractor will participate in and cooperate with any independent analysis of Contractor's incidents that may be conducted by Golden Pass.

### F. **Pre-employment Screening**

Contractor must verify that pre-employment screening has been conducted, with emphasis on the following:

- **Medical History**: Contractor assures that Contractor's and its subcontractor's Representatives are medically fit for the job at hand.
- **Training History**: Contractor assures that Contractor's and its subcontractor's Representatives have been trained in the safe performance of all aspects of the work and/or situations normally encountered in oil and gas industries. Contractor agrees to provide documentation of completed training upon request by Golden Pass.

### G. **Supervisor Approval Requirement**

A Golden Pass supervisor can, upon review, reject any personnel deemed not qualified for the job at hand.

Contractor must obtain prior approval from Golden Pass supervisor before changing or substituting personnel working on Golden Pass assignments.

### H. **Permitting Requirement**

It shall be the responsibility of the Contractor to become familiar with Golden Pass hot work, confined space entry, energy isolation, and critical work permitting processes. Contractor shall cooperate fully in the use of permits and abide by all rules stated on them.

### I. **Operations Stoppage**

Contractor shall not permit or tolerate by its operations a condition that renders any work area unsafe for its Representatives or any other person. All tools, equipment, facilities, and other items used by Contractor and practices employed by Contractor in accomplishing the work are considered to be part of the working environment.

Golden Pass' Representatives will have the right, but not the obligation, to periodically inspect Contractor's operations for the purpose of monitoring compliance by Contractor with Golden Pass' health and safety requirements. Golden Pass' Representatives may stop work until any hazards or unsafe conditions noted are abated.

## EXHIBIT C (CONTINUED)

### J. **Safety Plan**

Golden Pass may require the Contractor to submit a safety and health plan consistent with the Scope of Work. This plan will conform to all local, state and federal regulations, including the Occupational Safety and Health (OSH) Act of 1970 (e.g., 29CFR 1910.119, 1910.1200, 1926, etc.). Contractor's practices and procedures, either written or adopted, will comply with all applicable federal, state, and local safety and health laws and regulations. Contractor certifies that Contractor's safety practices meet the requirements of this Article.

It will be Contractor's responsibility to alert and train Contractor's Representatives concerning all health and safety hazards to which Contractor's Representatives may be exposed, and the safety rules or practices that are necessary to avoid those hazards. Contractor must obtain approval from the Golden Pass supervisor prior to bringing any hazardous chemicals or toxic substances on site. Contractor agrees to comply with all local, state and federal regulations, including, but not limited to, the transportation, storage, labeling, handling and disposal requirements prescribed under the Occupational Safety and Health (OSH) Act of 1970. Contractor will be responsible for ensuring that its personnel are adequately trained and utilize proper personnel protecting equipment when handling any such hazardous chemicals or toxic substances. The Golden Pass supervisor will provide notice to the Contractor of any hazards and appropriate precautions, as appropriate. Contractor will ensure that its Representatives retain copies of Safety Data Sheets (SDSs) on their person for any chemicals or hazardous materials brought onto the site and will ensure that the Contractors employees working at the site understand the associated hazards.

### K. **Subcontractors**

The requirements of this Exhibit are applicable to all subcontractors hired by Contractor that enter the Work Site, and Contractor's contract with such subcontractor will provide that subcontractor will be subject to the requirements of this Exhibit.

### 2. **Specific Golden Pass Operating Organization Requirements:**

Contractor agrees to communicate with Golden Pass supervisor or a Golden Pass designated Representative to ensure compliance with prescribed operating organization safety requirements.

**EXHIBIT D**  
**WORKPLACE HARASSMENT**

**Golden Pass LNG Terminal LLC, Golden Pass Pipeline LLC, and Golden Pass LNG Marine Services LLC**  
**(Hereafter referred to as 'Golden Pass')**

**MEMORANDUM TO:** Contractor Personnel Performing Services for Golden Pass

**FROM:** Golden Pass

**SUBJECT:** Golden Pass Harassment Policy and Complaint Resolution Process

As a contractor for Golden Pass, you need to understand Golden Pass' expectations regarding the subject matter:

- Contractors and its subcontractors are prohibited from engaging in any act of harassment toward Golden Pass' Representatives, suppliers, customers, and other contractor employees.
- Golden Pass' Representatives and its Contractors are prohibited from engaging in any act of harassment toward other Representatives of Golden Pass, other Representatives of the Contractor, and other contractor employees.

Golden Pass' Harassment in the Workplace Policy prohibits all forms of unlawful harassment based on, including but not limited to, race, color, sex, religion, national origin, citizenship, age, disability, or veteran status. In addition, Golden Pass' policy prohibits all other forms of harassment, which, while not unlawful, are considered inappropriate in a business setting. Golden Pass will not tolerate harassment in the workplace, whether committed by or directed at employees, contractors, suppliers, or customers. Contractors who violate the policy are subject to removal from any Work Site and any current and future Golden Pass work assignments.

Examples of behaviors prohibited by Golden Pass' policy include:

- Racial or ethnic jokes, slurs, epithets, cartoons or graffiti
- Sexually graphic comments, epithets, pictures, cartoons, gestures or graffiti
- Taunting on the basis of actual or perceived sexual orientation
- Repeated use of demeaning or degrading comments based on individual characteristics
- Repeated use of offensive profanity or intimidating behaviors like yelling or throwing objects
- Threats of harm, violence, or assault
- Unwanted sexual flirtations or unwelcome, unnecessary touching
- Requesting sexual favors in return for a tangible employment action

If you are the victim of harassment in the workplace or if you witness any incident of harassment, you should immediately report the incident to a supervisor or management Representative of your employer and to the Golden Pass Representative for whom you are performing Services as appropriate. Golden Pass will collaborate with a management representative of your employer to investigate the reported policy violation and initiate action needed to appropriately address the complaint. Neither Golden Pass nor your employer will retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

A copy of this letter has been provided to a management Representative of your employer so that he/she is knowledgeable of the standard of conduct expected on a Work Site or while performing work for Golden Pass. You are encouraged to become familiar with the provisions of this letter and the complaint reporting procedures of both your employer and Golden Pass.

If you have any questions about this letter, please contact your employer, the Golden Pass Representative for whom you perform work, or a Representative of the Golden Pass Human Resources Department.

**EXHIBIT E**  
**BACKGROUND SCREENING REQUIREMENTS**  
**Golden Pass Terminal LNG LLC, Golden Pass Pipeline LLC, and Golden Pass Marine Services LLC**  
**(Hereinafter referred to as 'Golden Pass')**

This Exhibit details background screening requirements for all contracting entities providing personnel to work in defined "Secure Areas" of a Work Site.

**Note:** These guidelines do not apply to Shareholder service Contractors.

All persons requiring unescorted access to "Secure Areas" of a Work Site, as defined by the U.S. Department of Homeland Security (DHS), are also required to have a Transportation Workers Identification Credential (TWIC). Individuals obtain the TWIC from the Transportation Security Administration (TSA). Section 7 addresses specific issues related to TWIC.

### **1. General Program Description**

The National Security Agreement (NSA) between Golden Pass and the U.S. Department of Homeland Security (DHS) requires screening of personnel granted access to the secure portions of the terminal and pipeline facilities. However, personnel may be granted access to a Work Site without having been screened in advance, provided that they are escorted at all times in secure areas of the facilities by a designee of the Golden Pass Security Officer.

**The following definitions apply to this Exhibit:**

- Contractors are persons retained under contract to provide Services directly to Golden Pass.
- Contractor Personnel are personnel engaged by Suppliers to render services to Golden Pass.
- Suppliers are entities providing Contractors or Contractor Personnel to Golden Pass.

**These procedures apply as follows:**

- The procedures in this Exhibit apply to Contractors and Contractor Personnel.
- Screening is required for all rehires and reassignments into positions within the secure areas of any Work Site, as defined in Section 3, and any personnel placed into Designated Positions regardless of the duration of the separation period.
- These procedures also apply to those who are promoted or re-assigned to a position that requires background screening from one that does not.
- The Supplier informs all candidates for assignment to Golden Pass during their recruitment process that it conducts background screening before hire or assignment respectively, and that information collected during the screening process may be provided to the DHS. The DHS requires personnel who are assigned to Golden Pass to consent to the sharing of this information with the U.S. Government as defined by the agreement between Golden Pass and DHS.

National Security Agreement (NSA) dated May 3, 2007, between Golden Pass and the DHS or any superseding agreement with DHS specifically applicable to Golden Pass. DHS.

### **Screening Criteria**

Background screening of all Golden Pass Contractors and Contractor Personnel is based on the Golden Pass Pre-Employment Background Screening Matrix. Golden Pass has U.S. screening requirements to conform to the requirements of Paragraph 1.3(b) of the NSA as defined in the agreement between Golden Pass and DHS. The Supplier conducts background checks after reaching a decision to offer employment or assign personnel, following the usual review process. The Supplier reviews all background check reports and investigation results in a consistent manner. See Section 5, "Adjudication," for guidelines to use in evaluating negative information.

### **Conditional Employment**

Assigning an individual prior to completion of background screening by the Supplier is an exception to these procedures. In cases where the Supplier and Golden Pass deem this necessary due to business requirements, the Golden Pass President may authorize approval with endorsements from Security, Law, and Human Resources. In such cases, continued personnel assignment is contingent on the successful completion of the background check and evaluation results. Conditional assignment does not apply to Designated Positions. Satisfactory background checks for all candidates for assignment into these positions before finalizing assignment is mandatory.

### **Evaluating Reports**

The Golden Pass Security Officer, in consultation with Law and HR, reviews and evaluates any failures by candidates to disclose information, or any discrepancies identified in the background investigation report. The Security Officer is responsible for ensuring that any additional investigation that may be required as a result of background investigation reports is performed.

**EXHIBIT E (CONTINUED)**

**2. General Screening Process**

Use this process to validate individual educational, experiential, psychological, and criminal data.

This process helps determine a candidate's suitability for general assignment of personnel to positions within the secure areas of a Work Site. Suppliers are responsible for background screening and verification for their employees and are subject to audit verification by Golden Pass management.

<b>Task</b>	<b>Action</b>	<b>Responsibility</b>
1.	Obtain positive identification, education and employment history, employment references, and any other required data from the candidate.	<ul style="list-style-type: none"> <li>▪ Supplier</li> </ul>
2.	Obtain criminal record checks and any other required information, using 3 <sup>rd</sup> Party screening services.	<ul style="list-style-type: none"> <li>▪ Supplier</li> </ul>
3.	Coordinate and complete the employment reference checks and pre-placement medical assessment process. <b>Note:</b> If educational checks are required, forward the details to Golden Pass Security Officer.	<ul style="list-style-type: none"> <li>▪ Supplier</li> </ul>
4.	Are there negative information results from the preceding steps? <ul style="list-style-type: none"> <li>▪ If <u>yes</u>, go to Step 5.</li> <li>▪ If <u>no</u>, go to Step 6.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Supplier</li> </ul>
5.	If negative information is indicated, and the Supplier management still wants to assign a candidate to Golden Pass, a complete copy of the background report is provided to the Golden Pass Security Officer. The Golden Pass Security Officer in consultation with Operations Line management, Law, and HR makes a recommendation to senior management to: <ul style="list-style-type: none"> <li>▪ Terminate the contracting assignment process</li> <li>▪ Continue with the contracting process after evaluating the risk to Golden Pass</li> </ul> Any decision to deny assignment or initiate termination action against currently assigned personnel as a result of information generated by the background screening is reviewed for consistency. A Supplier must consult with Golden Pass if it is uncertain about compliance of personnel with contractual requirements.	<ul style="list-style-type: none"> <li>▪ Senior Management</li> <li>▪ Human Resources</li> <li>▪ Security Officer</li> <li>▪ Law</li> <li>▪ Supplier</li> </ul>
6.	Extend offers to selected candidates, define contract conditions, and identify a start date.	<ul style="list-style-type: none"> <li>▪ Human Resources</li> <li>▪ Line Management</li> <li>▪ Supplier</li> </ul>
7.	Complete the Golden Pass ID Badge and or Access Card Request Form and forward the completed form(s) to facility Security for processing. <b>Note:</b> Badges for Contractors and Contractor Personnel must distinguish them from Golden Pass Employees.	<ul style="list-style-type: none"> <li>▪ Human Resources</li> <li>▪ Security Officer</li> </ul>
8.	Send applicable information to those responsible for contract oversight.	<ul style="list-style-type: none"> <li>▪ Procurement</li> <li>▪ Security Officer</li> <li>▪ Human Resources</li> <li>▪ Line Management</li> </ul>

**3. Background Screening Requirements**

Suppliers must follow the requirements below for background screening of personnel to be assigned to perform work within the secure areas of any Work Site.

**Screening Criteria**

Before starting any work or performing any services on behalf of Golden Pass, Supplier must conduct, or cause to be conducted and delivered to Golden Pass Security Officer, background checks, as per Section 1, "General Program Description," on its personnel, agents, and subcontractors who regularly or frequently perform any work within the secure areas of a Work Site.

- Golden Pass information must be protected against unauthorized use or loss.

**EXHIBIT E (CONTINUED)**

- Supplier agrees to conduct such background checks on personnel as listed below. Supplier ensures that the personnel have the personal background suitable to provide the duties for which they are contracted.
- Supplier warrants that it has by operation of law or valid agreements with personnel the right to obtain this information and to disclose it to Golden Pass and DHS when and if required.

**IMPORTANT:** Required background checks must be updated periodically, as determined by Golden Pass line management in consultation with Security Officer and as required by contract terms, but at least twice annually as described in Section 1, "General Program Description"

**Screening Requirements Matrix**

Use the following matrix to screen and evaluate personnel working within secure areas of a Work Site:

**Note:** Shaded items are mandatory for all personnel working within secure areas. Non-shaded items are optional at the discretion of Golden Pass line management, in consultation with Security Officer.

<b>Item</b>	<b>Positions within secure areas<sup>1</sup></b>
Identification <sup>2</sup>	X
Criminal Records Check <sup>3</sup>	X
Employment History <sup>4</sup>	X
Education <sup>5</sup>	X
Motor Vehicle Record <sup>6</sup>	X
Military <sup>7</sup>	X
Accreditation or Licenses <sup>8</sup>	X
Fingerprinting <sup>9</sup>	X

**EXHIBIT E (CONTINUED)**

**Notations**

The following notations provide detail for the numbered items on the screening requirements matrix in this section:

<b>Number</b>	<b>Note</b>
1.	<p>Specific positions include:</p> <ul style="list-style-type: none"> <li>▪ Security services: Guards and other contract Security positions</li> <li>▪ Drivers or other transportation Suppliers</li> <li>▪ Workers with privileged access to Golden Pass computing facilities or telecommunication networks</li> <li>▪ Maintenance workers: Both office and field maintenance personnel working under little or no supervision and having access to sensitive or critical information, areas, or personnel</li> <li>▪ Administrative assistants: Both office and field administrative assistants working under little or no supervision and having access to sensitive or critical information, areas, or personnel</li> <li>▪ Product vehicle drivers that enter a Work Site</li> <li>▪ Contractor Personnel who supervise Golden Pass Employees or control facilities</li> <li>▪ Other positions identified by Golden Pass Management in consultation with Security Officer that could pose a significant security risk. Examples are ship crew personnel who do not receive direct Golden Pass supervision.</li> </ul>
2.	<p>Candidates must provide positive identification satisfactory to Golden Pass Security Officer. This could be a photo ID such as a driver's license, passport, or military ID.</p>
3.	<p>No personnel requiring access to secure areas of a Work Site can have a conviction, of any crime, other than minor traffic violations, within the past seven years. The report must conform to all applicable laws and regulations. The search, at a minimum, must include all felony and misdemeanor convictions, deferred adjudication, pleas of no contest, and unresolved (for example, where no dismissal or acquittal has yet occurred) indictments or other charges of crimes or offenses, except to the extent consideration of any such categories are prohibited by applicable law. Supplier must have by operation of law or valid agreement with personnel the right to obtain the information on criminal convictions and to disclose it to Golden Pass and DHS.</p> <p>Minor traffic offenses are not generally relevant; however, DWI and DUI are relevant and are not considered minor traffic offenses. The search should cover the maximum number of prior years' available without exceptional cost or effort (usually seven years), unless limited by local laws. Provider must conduct, or cause to be conducted, criminal and driving record checks for drivers and other personnel responsible for transportation of Golden Pass personnel twice annually.</p> <p>Supplier must require that any personnel convicted in the future of a crime other than minor traffic offenses inform Supplier of the conviction and offense immediately. Supplier must have by operation of law or valid agreement with personnel the right to obtain the information on criminal convictions and to disclose it to Golden Pass. Immediately upon learning of the conviction of any personnel, Supplier discloses to Golden Pass in writing any personnel who were convicted and the offense(s) for which they were convicted.</p>
4.	<p>Report reveals the name and address of each employer and period employed and covers the last five years preceding the Golden Pass contract assignment. It also provides job title, responsibilities, overall job performance, a reason for departure, and eligibility for rehire.</p>
5.	<p>For candidates not attending college, the report confirms dates of high school attendance. For candidates who attended college, the report verifies dates of attendance, credits or degrees earned, and grade point average. College graduates must request the college or university to provide a final copy of the transcript showing the college or university seal directly to Golden Pass.</p> <p><b>Note:</b> If necessary, official transcripts provided by the candidate are verified by Security Officer for authenticity.</p>
6.	<p>Perform driving record checks in all locations where the proposed personnel have resided for the past three years. This item is mandatory only for drivers who operate Golden Pass vehicles.</p>
7.	<p>If within past seven years.</p>
8.	<p>Identify applicable licenses, such as chauffeur's license, security guard license, and life safety accreditation.</p>
9.	<p>Required by the NSA as defined by the agreement between Golden Pass and DHS.</p>

#### 4. Reviewing and Evaluating Background Checks

##### Criteria for Evaluating Reports

Any intentional misrepresentation or failure to disclose any relevant background information required in support of the personnel evaluation process disqualifies the individual from positions within the secure areas of a Work Site. Any felony, misdemeanor, or other offense (including attempt or conspiracy) that is relevant to the work to be performed by personnel or to the presence of the individual on Company premises, that is either disclosed by personnel or discovered in a background check, results in immediate disqualification and removal of the personnel from the Work Site.

Factors such as commission of the offense when a youth and very old convictions may be mitigating circumstances against the relevance of a decision to revoke or remove an individual. If personnel have not been formally convicted of a crime or offense [as in a deferred adjudication (except where consideration is prohibited by law) or an unresolved charge or indictment] but investigation determines that the candidate engaged in conduct of the type prohibited, the Supplier must disqualify the individual from Golden Pass work and remove him or her from Company property.

##### Relevant offenses and convictions

Separately from the Permanent Disqualifying Offenses and Interim Qualifying Offenses defined by the TWIC requirements, the types of crimes and offenses relevant to this section include, but are not limited to, the following:

- Theft (for example, robbery, theft, burglary, hot checks)
- Fraud or embezzlement
- Industrial espionage, trade secret theft
- Physical violence such as assault, battery, or homicide
- Sexual crimes
- Sale, distribution, or possession of illegal substances
- Weapons or contraband-related offenses
- Driving while intoxicated (DWI), driving under the influence of alcohol or drugs (DUI), public intoxication, or other alcohol or drug offenses (always relevant for designated positions and for security drivers)

#### 5. Adjudication

From time to time, the background screening process reveals some negative information about a candidate that will be carefully assessed before the Supplier makes a hiring or assignment decision. Potentially negative information may include, but is not limited to, the following:

- Unexplained gaps in employment
- Failure to provide accurate information on the application form
- Criminal and police reports or convictions

Negative appraisals or assessments by former employers or references listed on the application

##### Adjudication Process

A Golden Pass / Supplier committee composed of the following individuals evaluate the negative information before an offer is made:

- Golden Pass Security Officer
- Golden Pass Human Resources Manager
- Golden Pass Legal Counsel
- Supplier management representative

The committee's evaluation considers the candidate's qualifications and whether the negative information would affect the candidate's qualification to perform the required tasks or responsibilities.

A follow-up interview may be required to help the committee understand the relevance of the information that is gathered. The committee may also seek further advice from Legal Counsel, Business Services Manager, and Golden Pass President before a final decision is made.

#### 6. Audit of Suppliers

Each Golden Pass manager responsible for engaging or monitoring Suppliers periodically initiates an audit of the Suppliers to ensure compliance with the contract provisions regarding background checks of personnel.



## EXHIBIT E (CONTINUED)

### Audit Components

Audits verify, at a minimum, that Suppliers are:

- Using commercial background check service Suppliers acceptable to Golden Pass
- Performing background checks and validating as required by the contracts and reported to Golden Pass
- Keeping appropriate records

### 7. TWIC Program Description

All persons requiring unescorted access to "Secure Areas" of a Work Site as defined by the MTSA/DHS are required to have a Transportation Workers Identification Credential (TWIC). Individuals obtain the TWIC from the Transportation Security Administration (TSA).

The document *Navigation and Vessel Inspection Circular No. 03-07*, issued by the U.S. Coast Guard (USCG) on July 2, 2007, spells out the details of this requirement.

**IMPORTANT:** TWIC requirements are in addition to normal screening requirements described elsewhere in this Exhibit.

#### TWIC Applicability

TWIC requirements apply to anyone allowed unescorted access to "secure areas" of a Work Site, as defined by Golden Pass and approved by DHS/USCG. Company, vessel, and facility security officers and company, vessel, and facility personnel responsible for security duties are also required by regulation to obtain a TWIC.

#### Secure Areas Definition

The DHS defines a "Secure Area" as "the area over which an owner/operator has implemented security measures for access control in accordance with their Security Plan."

The Company delineates the Golden Pass Secure Area by a suitable fence. The DHS/USCG approves the Golden Pass Secure Area.

#### TWIC Eligibility

As per Federal Regulations, in order to obtain a TWIC the applicant's legal status must be either:

- U.S. Citizen or National,
- Lawful permanent resident, or
- Individual with unrestricted visa or certain restricted visas

#### Notification

Golden Pass notifies the personnel it requires to obtain a TWIC. Suppliers are notified via their Contract Agreement. The Contract Agreement indicates which personnel must obtain a TWIC.

#### Obtaining a TWIC

The individual requiring a TWIC must submit an application directly to the Transportation Security Agency (TSA), which fingerprints the applicant and conducts a criminal history records check.

If the TSA finds no disqualifying offenses, it issues the TWIC in less than 10 days.

The individual must renew the TWIC every five years.

*U.S. Coast Guard Navigation and Vessel Inspection Circular No. 03-07*