

Court File Number 09188

Clerk's stamp

Court COURT OF QUEEN'S BENCH OF ALBERTA

Judicial Centre CALGARY

IN THE MATTER OF THE RECEIVERSHIP OF OPSMOBIL INC.,
RANCH ENERGY CORPORATION, 1734163 ALBERTA INC.,
1859821 ALBERTA INC., AIR DALLAIRE LTD., OPSMOBIL GROUP
INC., OPSMOBIL CONSTRUCTION INC., OPSMOBIL ENERGY
SERVICES INC. and K.L. CAPITAL CORP.

IN THE MATTER OF SECTION 243 OF THE *BANKRUPTCY AND
INSOLVENCY ACT*, RSC 1985, c B-3, as amended

Applicant THIRD EYE CAPITAL CORPORATION

Respondents RANCH ENERGY CORPORATION, OPSMOBIL INC., 1734163
ALBERTA INC., 1859821 ALBERTA INC., AIR DALLAIRE LTD.,
OPSMOBIL GROUP INC., OPSMOBIL CONSTRUCTION INC.,
OPSMOBIL ENERGY SERVICES INC. and K.L. CAPITAL CORP.

Document

AFFIDAVIT

Address for Service and
Contact Information of
Party Filing this
Document

STIKEMAN ELLIOTT LLP
Barristers & Solicitors
4300 Bankers Hall West,
888-3rd Street S.W.,
Calgary, Canada T2P 5C5

Attention: Joseph Reynaud / Nathalie Nouvet / David Price
jreynaud@stikeman.com / nnouvet@stikeman.com /
dprice@stikeman.com
Tel: (514) 397-3019/ (403) 266-9093
Fax: (403) 266-9034

Lawyers for the Applicant, Third Eye Capital Corporation
File No.: 120536-1037

FIFTH AFFIDAVIT OF MARK HORROX

Sworn on September 28, 2018.

I, Mark Horrox, of the City of TORONTO, in the Province of ONTARIO, SWEAR AND SAY
THAT:

1. I am a Principal at Third Eye Capital Corporation ("**TEC**"). I have been directly involved with the accounts of Ranch Energy Corporation, OpsMobil Inc., 1734163 Alberta Inc., 1859821 Alberta Inc., Air Dallaire Ltd., OpsMobil Group Inc., OpsMobil Construction Inc., OpsMobil Energy Services Inc., and K.L. Capital Corp. (collectively, the "**Debtors**"). I have personal knowledge of the matters deposed to in this Affidavit, except when stated to be based upon information and belief, in which case I believe the same to be true.
2. I am duly authorized to swear this Affidavit on behalf of TEC.
3. This Affidavit supplements the Third Horrox Affidavit dated July 24, 2018 (the "**Third Horrox Affidavit**") and the Fourth Horrox Affidavit dated August 8, 2018 (the "**Fourth Horrox Affidavit**") and serves to provide additional details in response to the materials filed by Airborne Energy Solutions Inc. ("**AES**") in the present proceedings, including the Affidavit of Kenrieth Mizera sworn on August 3, 2018 (the "**Second Mizera Affidavit**").
4. Capitalized terms used but not defined in this Affidavit have the meanings given to them in the Fourth Horrox Affidavit.

I. PROCEDURAL BACKGROUND

5. The procedural developments relevant to this file are summarized in the Third Horrox Affidavit at paragraphs 4 to 16 and the Fourth Horrox Affidavit at paragraph 6.
6. Since the filing of the Fourth Horrox Affidavit, AES filed the *Amended Application by Airborne Energy Solutions Inc. for an Express Trust, a Constructive Trust, Specific Performance, and an Approval and Vesting Order* dated August 8, 2018 (the "**AES Amended Application**").
7. The AES Amended Application was scheduled to be heard on August 10, 2018, however I am informed that at this hearing, AES requested that the debate be adjourned, notably so that it could (i) file additional evidence in response to the Fourth Horrox Affidavit, and (ii) proceed with its examination of me on the Third Horrox Affidavit and the Fourth Horrox Affidavit.
8. I make this Affidavit to supplement the evidentiary record, including the Second Mizera Affidavit. I will not repeat myself on the issues previously recorded in the Third Horrox Affidavit and the Fourth Horrox Affidavit and continue to rely on the evidence submitted therein.

II. THE ALLEGED SALES PROCESS

9. Contrary to what is presented in the Second Mizera Affidavit, in which Mr. Mizera submits that he believes that prior to negotiating a term sheet with AES for the sale of certain assets of OpsMobil Group Inc., OpsMobil Inc. and OpsMobil Energy Services Ltd. (collectively, "**OpsMobil**") related to the aerial surveillance and scanning, chemical spraying and local charter business (the "**Business**"), "*Ryan Tobber actively pursued such aviation divestiture options with other parties including, Great Slave Helicopters and Big Rock Helicopters, without success*", TEC has no knowledge of any such negotiations, and does not believe that any real divestiture options were ever pursued by Mr. Tobber or anyone else at OpsMobil.

10. In fact, TEC has seen no evidence, nor was it ever informed, that Big Rock Helicopters ("**BRH**") was provided with an opportunity to acquire OpsMobil's Business. Moreover, even if it had, discussions with BRH would be a far cry from a qualified sale or marketing process, since Mr. Roch Dallaire, who is the principal of BRH, is a Director and shareholder of certain affiliates of OpsMobil, is a personal guarantor of OpsMobil's obligations vis-a-vis TEC and is therefore a related party to OpsMobil.
11. Moreover, Mr. Dallaire and BRH, do not, nor have they ever, to TEC's knowledge, had the financial capabilities or resources to undertake a transaction involving the acquisition of OpsMobil's Business. As such, I do not believe that BRH was ever, or was in a position to ever, truly contemplate the acquisition of the assets in question.
12. Similarly, to my knowledge, the only discussions that occurred between Great Slave Helicopters ("**GSH**") and OpsMobil, related to the possible acquisition by GSH of the assets excluded from the potential sale of OpsMobil's Business to AES, and were not, by any means, negotiations regarding a competing offer for said Business.
13. On November 2, 2017, the timing of which was concurrent with Mr. Tobber sending the first draft term sheet for the sale of the OpsMobil Business to AES, GSH informed OpsMobil that it was "*not in a position to make an offer on any of the remaining parts of OpsMobil*". A copy of the November 2, 2017 email, in which Mr. Bert Perron reproduces the email received from Mr. Alasdair Martin (President of GSH) is marked as **Exhibit "A"** and attached hereto. A copy of the November 2, 2017 email between Mr. Mizera and Mr. Tobber dated November 2, 2017 is marked as **Exhibit "B"** and attached hereto.
14. Other than this November 2, 2017 email (Exhibit "A"), I am not aware that any substantive information was provided to GSH regarding the sale of OpsMobil's assets, nor were any deal terms ever discussed.
15. In any event, I do not believe that GSH had the financial capabilities to pursue any real acquisition of OpsMobil's assets since I am informed that it filed for creditor protection under the *Companies' Creditors Arrangement Act* in March 2018.
16. Accordingly, as it currently stands, there is no evidence in the Court record that any sort of sale or marketing process was ever run by OpsMobil in connection with the sale of the Business, and to TEC's knowledge no such process was ever undertaken.
17. In this regard, I believe that it is important to note that, as OpsMobil's principal and first ranking secured creditor, any sort of canvassing of the market or sale process could only have been done with TEC's knowledge and involvement, and accordingly, in the case at hand, it is clear that no such process has in fact occurred.

III. THE MATRIX REPORT AND PAYMENTS

18. The Second Mizera Affidavit inaccurately assumes and presents as fact, that OpsMobil's failure to pay the amounts owed to Matrix Solutions Inc. ("**Matrix**") for the preparation of environmental reports was due to TEC's refusal to authorize said payments.

19. In reality, and as a result of OpsMobil's persistent financial difficulties, OpsMobil and TEC were party to a series of blocked account agreements, pursuant to which OpsMobil was required to send TEC a list of payables, which were then accepted and approved by TEC. OpsMobil chose, exercising its own discretion, to prioritize, or not, certain payments for approval, including the invoices related to Matrix.
20. In this regard, TEC never stopped nor prevented OpsMobil from making any kind of payment that it wanted to make, including the payments allegedly owed to Matrix.
21. Instead, in the case at hand, OpsMobil did not have the required funds to pay Matrix, and therefore, instead of including these invoices in a list of payables to be approved, it requested that TEC provide it with additional loans so that it could use these funds to pay Matrix.
22. TEC, using its permitted discretion as a lender, and in light of OpsMobil's worsening financial situation, decided that it was unwilling, at that time, to extend any additional credit to OpsMobil.

IV. OPSMOBIL RECEIVABLES

23. In addition to the description of the unauthorized assignment of OpsMobil's receivables by AES in paragraphs 11 to 15 of the Fourth Horrox Affidavit, it appears that as of at least August 15, 2018, Imperial Oil has been directed to and has been sending its purchase orders (POs) directly to AES. A copy of the Imperial Oil purchase orders are marked as **Exhibit "C"** and attached hereto.
24. Moreover, in this regard, I am informed that a representative from Imperial Oil has reached out to the Receiver, questioning whether AES has now fully taken over the OpsMobil operations. It is my belief that AES has tried and is continuing to try to impress on OpsMobil's various customers, that it is already the owner of the OpsMobil Business, rather than a simple operator pursuant to the Transition Services Agreements entered between OpsMobil and AES (Exhibit "I" to the Third Horrox Affidavit).
25. It appears to me that AES is trying everything to further scramble the egg, in an effort to forc  the sale of the OpsMobil Business by the Receiver to AES, which further confirms that AES does not come to this Court with clean hands.
26. I swear this affidavit in support of (i) the Application filed by TEC on August 8, 2018, and (ii) TEC's contestation of the AES Amended Application and not for any improper purpose.

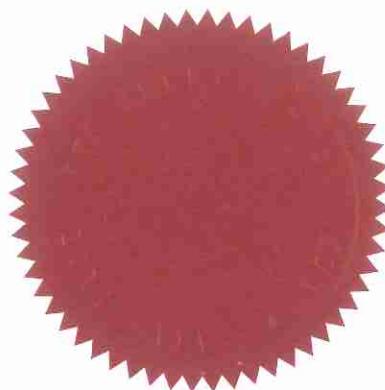
SWORN (OR AFFIRMED) BEFORE
ME at Dorking, this 25th
day of September, 2018.

Notary Public

Sarah Thomas

[Signature]

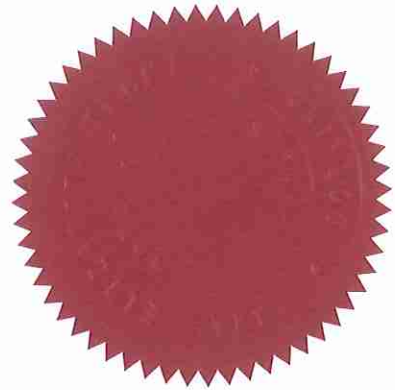
SARAH ELIZABETH THOMAS
SOLICITOR & NOTARY PUBLIC
COMMISSIONER FOR OATHS
DOWNS SOLICITORS LLP
SOLICITORS AND NOTARIES
156 HIGH STREET
DORKING SURREY RH4 1BQ
ENGLAND. 01306 880110



This is Exhibit "A" referred to in the Affidavit of Mark Horrox made before me on this 28th day of September 2018.

Sarah Thomas

SARAH ELIZABETH THOMAS
SOLICITOR & NOTARY PUBLIC
COMMISSIONER FOR OATHS
DOWNS SOLICITORS LLP
SOLICITORS AND NOTARIES
156 HIGH STREET
DORKING SURREY RH4 1BQ
ENGLAND. 01306 880110



Stéphanie Larche

De: Ryan Tobber <ryan.tobber@opsmobil.com>
Envoyé: Thursday, November 02, 2017 7:04 PM
À: Mark Horrox
Objet: Fwd: Great Slave Helicopters

Ryan Tobber

President & CEO | OpsMobil Group Inc
1200, 815-8th Ave SW Calgary, Alberta T2P 3P2
Phone: (403) 930-1702
Cell:
(403) 797-0375
Email: ryan.tobber@opsmobil.com
www.opsmobil.com



"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

----- Forwarded message -----

From: **Bert Perron** <bert.perron@opsmobil.com>
Date: Thu, Nov 2, 2017 at 3:18 PM
Subject: Great Slave Helicopters
To: Ryan Tobber <ryan.tobber@opsmobil.com>

GSH has declined to pursue this as their are not in a position to pursue this.

We have reviewed the information supplied and discussed options as a group, following our meeting last Wednesday, and have come to the conclusion that we are not in a position to make an offer on any of the remaining parts of OpsMobil which you have outlined are for sale.

I would like to thank you for your time and wish you luck.

Regards

Al

Alasdair Martin

President

[106 Dickins Street](#), Yellowknife, NT X1A 2R3

(O) [867-669-8202](#) (M) [867-444-9082](#)

alasdair.martin@gsheli.com / <http://www.gsheli.com/>

-- Regards

Bertrand Perron

OpsMobil

PO Box 1229, Whitecourt Ab. T7S 1P1

Phone: [1-877-926-5558](#)

Cell: [\(403\) 651-1348](#)

Email: bert.perron@opsmobil.com

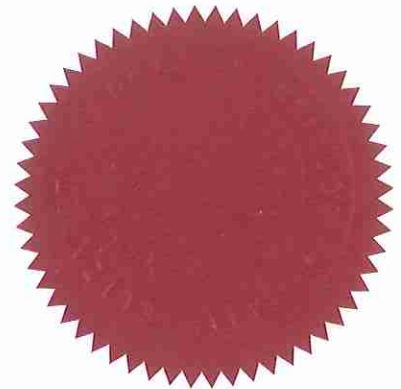
www.OpsMobil.com

"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

This is Exhibit "B" referred to in the Affidavit of Mark Horrox made before me on this 28th day of September 2018.

Sarah Elizabeth Thomas

SARAH ELIZABETH THOMAS
SOLICITOR & NOTARY PUBLIC
COMMISSIONER FOR OATHS
DOWNS SOLICITORS LLP
SOLICITORS AND NOTARIES
156 HIGH STREET
DORKING SURREY RH4 1BQ
ENGLAND. 01306 880110



Stéphanie Larche

De: Ryan Tobber <ryan.tobber@opsmobil.com>
Envoyé: Thursday, November 02, 2017 7:03 PM
À: Mark Horrox
Objet: Fwd: term sheet
Pièces jointes: 1003_001.pdf

Ryan Tobber

President & CEO | OpsMobil Group Inc

1200, 815-8th Ave SW Calgary, Alberta T2P 3P2

Phone: (403) 930-1702

Cell:

(403) 797-0375

Email: ryan.tobber@opsmobil.com

www.opsmobil.com



"Safely provide value-added operational excellence and efficiency for our clients and stakeholders."

----- Forwarded message -----

From: **Kim Mizera** <KimM@rilpa.com>

Date: Thu, Nov 2, 2017 at 4:55 PM

Subject: term sheet

To: "Ryan Tobber (ryan.tobber@opsmobil.com)" <ryan.tobber@opsmobil.com>

Cc: "bert.perron@opsmobil.com" <bert.perron@opsmobil.com>

Hi Ryan

We have attached the term sheet for the purchase discussed.

Thanks

Kim

Kim Mizera

Rilpa Enterprises



480 Aviation Way N.E., Calgary, Alberta T2E 7G3
Phone: (403) 275-3035 Fax: (403) 275-3312

CONFIDENTIAL
TERM SHEET
November 1, 2017

This Term Sheet outlines certain matters between OpsMobil Group Inc. and 1729613 Alberta Ltd. (collectively referred to herein as the "**Parties**" and individually referred to herein as a "**Party**").

The subject-matter of this Term Sheet is a proposed purchase of assets and business from OpsMobil Group Inc. by 1729613 Alberta Ltd.

Parties:

- OpsMobil Group Inc. ("**OpsMobil**") a corporation formed under the laws of the Province of Alberta ("**Seller**")
- 1729613 Alberta Ltd. ("1729613 Alberta Ltd."), a corporation incorporated under the laws of the Province of Alberta ("**Buyer**")

Definition: The following definition apply in this proposal:

1. "Assets" means those assets set forth in paragraph 1) below.
2. "Business" means the aerial surveillance, chemical spraying and local charter businesses operated by Seller and/or its affiliates, excluding any such operations in the United States.
3. "Closing" means the completion of the purchase and sale of the assets (the "**Assets**") and the transfer of title of the Assets free and clear of all encumbrances of any nature whatsoever (other than customary encumbrances attached to real property, such as easements, rights of way, servitudes and other similar rights in land, to the extent applicable) to be completed by January 31, 2018, or such other date as may be agreed upon in writing by the Seller and Buyer not to extend beyond March 31, 2018.

Description of Transactions:

- 1) Purchase and sale of the Assets which consist of the following:

a) Aircraft:	Cessna 172 S	C-GFXS
	Cessna 172 S	C-GAEN

Cessna 172 R	C-FIGL
Cessna 172 R	C-GDHR
Cessna 206	C-GYFK
Piper PA31	C-FZHG
Bell 206B	C-GTQU
Bell 206B	C-GXAG

- b) Buildings and their contents, other than as excluded below, located at the Whitecourt property and the Rocky Mountain House property of Seller;
- c) Operational equipment used in carrying on the Business, including but not limited to surveillance equipment, aerial spray equipment, fuel, cache equipment and vehicles associated with the Business;
- d) All fueling and refueling equipment at the Whitecourt facility;
- e) All interest of Seller under customer contracts, work orders or similar customer orders agreements relating to the Business;
- f) All books, records, software, and files relevant to carrying on the Business; and
- g) AOC #6458 (fixed wing AOC).

Additionally, Seller will assign to Buyer all usage rights in and to the name Airborne Energy Solutions and all derivatives thereof.

2) "Assets" specifically do not include:

- a) Parts inventory in Whitecourt facility or any other facilities, and
- b) All other aircrafts/helicopters not specified above.

3) Purchase Price: The purchase price ("**Purchase Price**") for the Assets shall be CDN \$2,185,000 subject to required adjustments that are agreed upon by the Parties, allocated as follow:

Aircrafts	\$ 260 000.00
Whitecourt Facility	\$ 1 500 000.00
Rocky Mountain House Facility	\$ 175 000.00
Operational Equipment	\$ 250 000.00
 Total Purchase Price	 \$ 2 ,185, 000.00

The Purchase Price noted above does not include and shall be subject to applicable GST.

- 4) Transition Period: Upon the signing of this Term Sheet, the Parties shall on a best efforts basis enter into an Interim Operations Agreement which shall provide for, among other things, the transactions and events as follows:

Buyer will:

- a) As of November 1, 2017, assume all salaries and service of those employees of Seller and/or its affiliates, as mutually agreed upon by the Parties, and
- b) As of November 1, 2017, assume all operating expenses relating to the Business; and

Seller will:

- a) As of November 1, 2017, assign and deliver all accounts receivables generated from the Business after November 1, 2017 to the Buyer free and clear of all encumbrances of any nature whatsoever, and
 - b) As of November 1, 2017, work and cooperate with Buyer to transfer and assign all contracts related to the Business to Buyer.
- 5) Purchase Price Off-Set: The Parties acknowledge and agree that a portion of the Purchase Price shall be paid through the retirement of current outstanding payables ("**Outstanding Payables**") owing as of the Effective Date by Seller and/or its affiliates to Rilpa Enterprises Ltd., an affiliated company of Buyer. The amount of the Outstanding Payables as of the Effective Date shall be jointly determined and agree upon by the Parties and, to the extent that the Parties are unable to agree on the Outstanding Payables, the same shall be determined by arbitration, in accordance with the *Arbitration Act* (Alberta), save the arbitration shall be conducted by one arbitrator, mutually agreed upon, or appointed by the Court. The Parties acknowledge that as of October 31, 2017, the amount of the Outstanding Payables was approximately \$1,600,000.
- 6) Insurance Proceeds: Any insurance proceeds arising from a claim in respect of the Assets before Closing shall be payable and divided between the Parties as follows:
- (a) firstly, to the secured lender(s) of the Assets but only to the extent of the difference between the Purchase Price and Outstanding Payables calculated as of the Closing Date; and
 - (b) secondly, any insurance proceeds greater than the difference between the Purchase Price and Outstanding Payables calculated as of the Closing Date shall be paid to the Buyer.

In all events, the Purchase Price shall be reduced by the amount of insurance proceeds paid.

7) Seller's Lender(s): The Seller shall forthwith provide confirmation of the Seller's lender(s) agreement and/or consent to this Term Sheet.

Non-Binding: Until the execution of definitive agreements, nothing in this Term Sheet or the Parties' course of conduct hereafter shall be construed to create any binding obligation on any of the Parties to proceed with the transactions contemplated hereby; provided, that each Party will maintain the confidentiality of the transactions contemplated hereby.

The Parties signify their respective acceptance and agreement of the Term Sheet by executing a copy hereof in the place indicated below

OpsMobil Group Inc.

Signature: _____

Name & Title: _____

Date: _____

1729613 ALBERTA LTD.

Signature:  _____

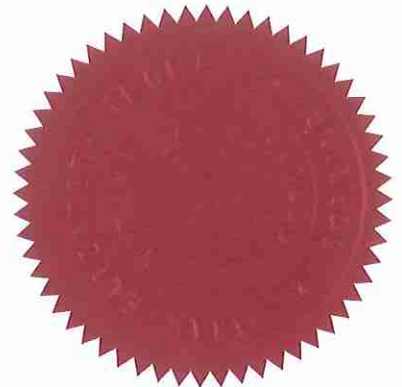
Name & Title: Kenneth Ian Mizera

Date: November 2, 2017

This is Exhibit "C" referred to in the Affidavit of Mark Horrox made before me on this 28th day of September 2018.

Sarah Thomas

SARAH ELIZABETH THOMAS
SOLICITOR & NOTARY PUBLIC
COMMISSIONER FOR OATHS
DOWNS SOLICITORS LLP
SOLICITORS AND NOTARIES
156 HIGH STREET
DORKING SURREY RH4 1BQ
ENGLAND. 01306 880110



Date: 15.08.2018

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AIRBORNE ENERGY SOLUTIONS
PO Box 1229
WHITECOURT AB T7S 1P1

Your vendor number with us 50005458

*** * Original * ***
Purchase Order D51 / 4540152720

Creation date: 15.08.2018

Procurement contact

Estanislao Cello

Mr.

Imperiastraat 16

B-1831 DIEGEM

Telephone: (5411) 5278-0196

Fax:

Email: estanislao.cello@exxonmobil.com

Delivery date: 31.12.2018

Please deliver to:
3910 92 AVENUE
EDMONTON AB T6E 6P9

Terms del.: DDP -

Terms payt.: MM 30 days due net after receipt of invoice

Curr.: CAD

The above mentioned Procurement Advisor or Buyer is acting in the name of Imperial Oil (an Ontario General Partnership).

Invoices should be addressed and sent as follows unless a self billing arrangement is in operation, when no invoice should be sent.

SEND INVOICES TO:

IMPERIAL OIL
(AN ONTARIO GENERAL PARTNERSHIP)
ATTN: ACCOUNTS PAYABLE
PO BOX 2480 STN M
CALGARY, AB T2P_3M9 CA

Status of paid invoices can be accessed via website: www.trackinvoice.com or phone: 1-877-230-3776.

Imperial Oil
(an Ontario General Partnership)

Date: 15.08.2018
PO number/date D51 / 4540152720 / 15.08.2018

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NOTE: This PO has been created by Estanislao Cello. Please prepare the material to ship and in case there is any discrepancy please send an email to estanislao.cello@exxonmobil.com

SHIP VIA: BEST METHOD PREPAID AND CHARGE

Edmonton suppliers please contact Fort McKay Logistics LP for dispatch:

1-780-577-1345

1-855-577-1345

Edmontondispatch@fortmckaygroup.com

INVOICING:

Fast Email has become the default invoicing option for all vendors still using paper invoicing processes. Canada Fuels Operations (CFO) business line and automated invoicing methods (eEnablement, eSES, and CDMS) WILL NOT be changed. FOR CFO invoice submission details, please see page 2/3.

If you are currently mailing paper invoices, please send an inquiry to our Payables Organization at ca.email.portal@exxonmobil.com to find out more about Fast Email, a no-cost invoicing method, which offers earlier visibility and tracking of your invoice.

Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
00010					24,625.25

(OPS)(EDT-SCP) 2018 Air Borne

(OPS)(EDT-SCP) 2018 Air Borne

DOAG Approver Barry Rudd

WORK LOCATION: SCONA COST CENTER: 110550
46195000 AviationServices

WORK DESCRIPTION:

Provide aerial surveillance of IOL PIPELINES, facilities and right-of-ways to - detect leaks or spills - detect any abnormal circumstances (discolored vegetation, etc) - detect movement or activity of heavy equipment in the vicinity (construction activity) - detect missing signs/aerial markers - provide photos via email.

***** INVOICING ADDRESS FOR PROCESSING CFO INVOICES *****

Imperial Oil
(an Ontario General Partnership)

Date: 15.08.2018
PO number/date D51 / 4540152720 / 15.08.2018

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Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
CFO Service Invoices can be emailed directly to: IOL-DS-RS-TOU-TBS-Invoice@exxonmobil.com CFO Material Invoices can be emailed directly to: IOL-CFO-PO-RECEIPTS@exxonmobil.com Or sent via mail/courier to: Imperial Oil C/O ExxonMobil Business Support Centre Canada Invoice Administration 95 Foundry, 5th Floor Moncton NB E1C 5H7 How to check on status of Invoices previously submitted: It may take up to 21 days for the invoice to appear on the site noted below as there is processing time and our system needs to sync with website. Step 1. Have your vendor number and visit the Tracker Invoice internet site: https://www.trackinvoice.com/ Step 2. If you are unable to find any information from the above avenue, then please contact: vendor.inquiry@esso.ca with your inquiry. Step 3. Send the information you received in the above two inquiries to: IOL-DS-RS-TOU-TBS-Invoice@exxonmobil.com to help us further investigate Requestor name/Tel. no: ANDREW JASON SURRETT Order no. : 50153567 For maximum value of: 24,625.25					

Tot. net val. excl. tax CAD

24,625.25

If the Material/Service master code is indicated on the PO and/or the agreement, it must be included on the invoice.

NOTE: If this notice is received in error, any personal use, copying or dissemination of its content is prohibited.

Imperial Oil
(an Ontario General Partnership)

Date: 15.08.2018
PO number/date D51 / 4540152720 / 15.08.2018

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TERMS AND CONDITIONS

General Terms

1. SUBCONTRACTS

1.1 Contractor shall not subcontract any part of Work except as provided for under the terms of Agreement or as Owner, in its sole discretion, agrees to in writing.

1.2 Contractor shall include a clause in all subcontracts giving Owner and Contractor the right to audit in accordance with Article 5.

2. CHANGES

2.1 "Change Order" means a Release Order change-authorization document used to effect a Change.

2.2 "Change" means a revision to Release Order, including a revision of Work completed or being performed, a deletion of Work already authorized, or additional services of Contractor similar to the type and scope of Work.

2.3 Owner shall have the right to effect a change by issuing a Change Order. Changes must be authorized by a written agreement change authorization document.

3. LIENS AND CLAIMS

3.1 If, at any time, there should be evidence of any lien or claim for which Owner might become liable, and which is chargeable to Contractor, Owner shall have the right to retain out of any payment to Contractor an amount sufficient to indemnify completely Owner against such lien or claim.

4. TAXES AND DUTIES

4.1 Contractor shall be solely liable for and pay at its own expense when due all taxes and duties whatsoever, including any penalties or interest related thereto, imposed by reason of Work to be performed by Contractor, except for sales taxes that Contractor is required by law to collect from Owner including a goods and services tax imposed under the Excise Tax Act (Canada) and any similar tax or derivative thereof imposed by any local, regional, territorial, provincial or federal government of Canada or any country having jurisdiction. Contractor must state on each invoice the Contractor's sales tax registration number(s) and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable. When required, Owner shall deduct from payment due the amount of non-resident withholding taxes applicable to invoice.

5. AUDIT RIGHTS AND ACCESS

5.1 Contractor shall keep and cause its Subcontractors to keep, in accordance with generally accepted accounting practices, books, records and accounts pertaining to performance of Work, necessary for an accurate audit.

5.2 For the purpose of verifying that service or materials were delivered to Owner and that charges were properly made in accordance with the terms of Agreement or for verifying Contractor's compliance with Agreement, including matters relating to Article 9, Owner shall have access at all reasonable times to files, data,

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Imperial Oil
(an Ontario General Partnership)

Date: 15.08.2018

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PO number/date D51 / 4540152720 / 15.08.2018

correspondence, computer files, books and accounting records relating to any manner to Work rendered by Contractor under Agreement for a period of two (2) years following the completion of Work rendered hereunder. Contractor and Owner will have the same audit access with respect to Subcontractors. Contractor and Subcontractor will allow Owner to make copies thereof.

5.3 If an audit indicates errors in Contractor's invoices, Contractor shall make appropriate invoice adjustments and promptly refund overpayments to Owner.

6. SAFETY

6.1 Contractor shall be responsible and accountable for compliance with all environmental, health, fire and other relevant safety and environmental regulations, work practices and procedures prescribed by law or by Owner as may be applicable from time to time. Contractor shall ensure that its employees and those of its Subcontractors abide by this Article.

7. INSPECTION OF WORK

7.1 Contractor shall provide Owner with proper facilities and the appropriate dates for inspection of Work.

8. COMPLIANCE WITH LAW AND WORKER'S COMPENSATION

8.1 Contractor, its employees and its Subcontractors shall comply with and observe all applicable laws, regulations and orders of any proper authority having jurisdiction over Work.

8.2 Contractor shall obtain and maintain a worker's compensation account as an independent contractor for all employees engaged in Work from each province or territory in which Work is to be performed whether mandatory or non-mandatory under provincial or territorial legislation. The compensation account shall include personal coverage for all employers, partners, proprietors, and directors of Contractor involved in any aspects of Work. In addition, Contractor shall at all times pay or cause to be paid any assessment or contribution required to be paid to maintain the account in good standing. Contractor shall require the same of its Subcontractors. If Contractor or Subcontractor fails to pay any assessments or contributions, Owner may, in addition to any other rights available under Contract or at law, deduct the amount of the assessment or contribution from any payment due or to become due to Contractor.

9. BUSINESS STANDARDS AND WORKPLACE HARASSMENT

9.1 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Owner's best interest. This obligation shall apply to the activities of the employees and agents of Contractor in their relations with Owner's employees and their families, vendors, Subcontractors and third parties arising from Agreement and accomplishing Work hereunder.

9.2 All financial settlements, reports and billings rendered to Owner under Agreement shall properly reflect the facts of all activities and transactions handled for Owner's account, and may be relied upon as being complete and accurate in any further recording or reporting made by Owner for any purpose. Contractor shall notify Owner in writing promptly upon discovery of any failure to comply with this Clause.

9.3 Workplace Harassment. Contractor, Contractor employees, agents and

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Subcontractors engaged by the Contractor shall be subject to the standards of conduct set forth in the Owner's "Harassment In The Workplace" policy while performing Services for or communicating with the Owner's employees, agents, customers and other contractors. A summary of the Owner's policy is included in a memorandum addressed to Contractor personnel performing Services for the Owner (Workplace Harassment Attachment to the Job Specification). Contractor will inform each of its employees, agents, and Subcontractors who perform, or will perform Services for the Owner of these expectations and provide each with a copy of that memorandum. Contractor will promptly notify the Owner contact for the applicable Services of any report or complaint of harassment of any violation of the standards of conduct. Contractor will cooperate with the Owner in any investigation the Owner may make, including making Contractor employees, agents and Subcontractors available for questioning by the Owner's designated investigators. Contractor agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

10. DEFICIENT WORK

10.1 If any services, equipment, materials or workmanship furnished by Contractor is defective or any aspect of performance of Work is deficient, Owner may in its sole discretion by notice:

- a) require Contractor promptly to remedy the defect or deficiency;
- b) suspend or terminate all or any part of Work effective upon the giving of the notice; or
- c) do both of the foregoing.

Costs to remedy such defects or deficiencies and any additional costs resulting from shall be for Contractor's account.

11. SUSPENSION AND TERMINATION

11.1 Owner may, at any time, suspend or terminate any part of Work, including all remaining Work, for any reason whatsoever effective immediately upon notice to Contractor. Contractor shall continue to execute any part of Work not suspended or terminated.

11.2 In the event of termination, except where suspension is pursuant to Article 10 Contractor shall be entitled to full payment for the part of the Work done by it under the terms and conditions of Agreement up to the effective date of such termination. Owner shall not be held liable for damages or loss of anticipated profits on account of suspension or termination.

12. WARRANTIES AND GUARANTEES

12.1 Contractor warrants and guarantees that all Work will be free from defects in workmanship and materials. Contractor shall remedy at Contractor's cost any defects in Work, provided Contractor is notified by Owner of such defect within one (1) year from the date of acceptance or termination of Work. For apparatus, material and accessories not manufactured by Contractor, Contractor shall obtain such warranties or guarantees as are available from the manufacturers. These shall extend over the longest possible period which shall not be less than one (1) year after acceptance or termination of Work.

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13. TITLE

13.1 The title to all Work completed or in the course of being provided and the title to all material and supplies, except tools, equipment and vehicles owned by or rented to Contractor or its Subcontractors, covered by Agreement shall pass to Owner upon delivery to Owner or upon payment by Owner whichever occurs first.

14. LIABILITY AND INDEMNIFICATION

14.1 Subject to Clauses 14.2, 14.3 and 14.5 Contractor:

a) is liable to Owner for all losses, costs, damages and expenses that Owner may suffer, sustain, pay or incur; and in addition

b) shall indemnify and save Owner completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by Owner or that it may sustain, pay or incur; as a result of one or more breaches of Agreement, or as a result of the negligence or Willful Misconduct of Contractor, its Subcontractors and their employees and agents in connection with the performance, purported performance, or non-performance of Agreement.

14.2 Subject to Clause 14.9 the liability of Contractor to Owner pursuant to Clause 14.1 in respect of loss of or damage to property, including loss of use thereof, belonging to or in the custody of Owner, is limited to an amount, per any one occurrence, not exceeding the greater of:

a) five thousand dollars (\$5,000); or

b) the amounts recoverable under any insurance plus the amount of any deductible.

14.3 Notwithstanding the limitations in Clause 14.2, Contractor is liable for and in addition, shall indemnify and save Owner completely harmless from any loss of or damage to all equipment, materials, supplies, and structures supplied or procured by Contractor and intended to be used in Work until they are delivered to Work Site.

14.4 Contractor is liable for and, in addition, shall indemnify and save Owner completely harmless from any loss of or damage to Contractor's or its Subcontractors' or their employees' property and rented items.

14.5 Except to the extent provided in Clause 14.2 and subject to Clause 14.9 neither party is liable for any indirect or consequential damages including loss of profits or loss of anticipated profits sustained by the other party in the performance, purported performance, or non-performance of Agreement.

14.6 Any protection afforded Contractor or Owner under this Article also applies to the benefit of their respective employees, officers, directors, agents, and Affiliates and to Owner's co-lessees, partners, co-venturers and any Participants (collectively called "Beneficiaries"). It is expressly understood that Owner and Contractor are contracting as agents for their respective Beneficiaries and that Owner and Contractor have the power and authority to do so.

14.7 Notwithstanding the provisions of Clause 14.1, where Work includes servicing an oil well or gas well, Owner shall be responsible for damage to the hole and reservoir, cost of regaining control of any wild well and resultant environmental damage, damage to or loss of Contractor's downhole machinery, tools and equipment while below the surface, except where such loss or damage is due to Contractor's

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Gross Negligence or willful acts or its own faulty equipment or where such loss of damage is covered by Contractor's own insurance. Owner's liability for such downhole machinery, tools and/or equipment shall be limited to the greater of 75% of actual replacement cost F.O.B. site or actual replacement cost F.O.B. site less a depreciation factor of 1 1/2% per month commencing from the date of the original purchase.

14.8 For the purpose of this Contract, the following definitions shall apply:

"Gross Negligence" is defined by the Law governing this Contract; however, if such Law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences.

"Willful Misconduct" is defined by the Law governing this Contract; however, if such Law does not define the term "willful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Contract.

14.9 Gross Negligence and Willful Misconduct. Notwithstanding anything to the contrary in Contract or a Release Order, 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.

15. INSURANCE

15.1 Without in any way limiting the liability of Contractor under Agreement, Contractor shall carry and maintain in force during term of Agreement the following insurance:

a) automobile liability insurance covering owned, non-owned, and rented automotive equipment used in connection with Work and providing at least one million dollars (\$1,000,000) coverage for injury, death, or property damage resulting from each accident;

b) Contractor's normal and customary comprehensive general liability insurance covering the legal liability of Contractor with limits as contained in such insurance or one million dollars (\$1,000,000), whichever is greater, for injury, death, or property damage resulting from each occurrence. Contractor represents and warrants that the above insurance covers loss of or damage to Owner's existing property for which Contractor is responsible pursuant to Clause 14.2; and

c) if the performance of Work requires use of aircraft, aircraft liability insurance covering owned, non-owned and hired aircraft used in connection with Work and providing limits of at least one million dollars (\$1,000,000) for each passenger seat on each aircraft used in connection with Work and in any case not less than five million dollars (\$5,000,000) total coverage for injury, death, property damage and passenger liability resulting from each occurrence, with Owner named as an additional insured; and

d) if the performance of the Work requires use of watercraft, marine protection and

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indemnity insurance including coverage for illness or death of seamen providing limits of at least two million dollars (\$2,000,000) for each occurrence with Owner named as an additional insured party. Coverage shall include statutory and voluntary insurance for wreck removal and removal of debris for each watercraft providing limits of at least two million dollars (\$2,000,000).

15.2 Upon request, Contractor shall provide Owner's Representative with insurance certificates describing the insurance policies required in Clause 15.1. These insurance policies shall not be cancelled or changed in any manner which could affect Owner's interests unless Owner is given 30 days prior notice of such change.

15.3 Contractor shall require Subcontractors to maintain insurances equivalent to that required in Clause 15.1. If requested by Owner, Contractor shall have Subcontractors furnish the same evidence of insurance required of Contractor in Clause 15.2.

15.4 Any insurance, other than automobile liability insurance, carried by Contractor or Subcontractors shall contain a provision in which the insurer waives any right it may have or be assigned through subrogation to take any action against Owner and Affiliates, or any of their employees, directors, officers, or agents thereof and all other contractors engaged in Work.

16. INTELLECTUAL PROPERTY

16.1 Contractor shall indemnify Owner against all claims and demands of every nature relating to any infringement of copyright, trademark, or letters patent of invention arising out of Agreement.

16.2 When anything arising out of the performance of Work or the provision of services can be protected by patent, copyright, trade secret, trademark, industrial design, or other rights of a similar nature, Contractor assigns to Owner all those rights and agrees to execute any documentation required.

17. FORCE MAJEURE

17.1 No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure is caused by force majeure. Unless such force majeure substantially frustrates performance of Agreement, force majeure shall not operate to excuse, but only delay performance.

17.2 Force majeure is an occurrence beyond the control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to; acts of God, or the Queen's enemy; expropriation or confiscation of facilities; changes in applicable law; war, rebellion, civil disturbance, sabotage or riots, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; strikes or any other concerted acts of workers; other similar occurrences, but lack of finances shall in no event be deemed to be force majeure.

18. INDEPENDENT CONTRACTOR

18.1 Contractor is an independent contractor, and all persons employed by Contractor in connection with Agreement shall be its employees and not employees of Owner in any respect.

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19. CONTRACTOR'S PERSONNEL

19.1 Upon request of Owner, Contractor shall furnish Owner a list showing the names of all persons who will perform Work under this Agreement. Owner may refuse a particular person admission to its premises. Contractor shall require every person entering Owner's premises to be identified by badges satisfactory to Owner.

20. GOVERNING LAW

20.1 The validity of interpretation of Agreement, and the legal relations of the parties, shall be governed by the laws of the Province or Territory in which the Work Site is situated.

21. OWNERSHIP OF DRAWINGS

21.1 All drawings, specifications, computer tapes and other documents prepared by or made available to Contractor under Agreement shall be the property of Owner.

22. NOTICES

22.1 All notices required or permitted to be given under Agreement shall be in writing and delivered to their respective addresses listed on Agreement. Delivery of all notices shall be by hand, mailed by registered first-class mail postage prepaid, or sent by electronic means which can produce a written copy, provided that acknowledgement of receipt of the electronic communication notice be obtained.

23. CONFIDENTIAL INFORMATION

23.1 Contractor agrees to keep confidential any and all information or data which has been made available or is hereafter made available to Contractor by Owner or its affiliates, as well as all information concerning the results of Work under this Agreement.

24. GENERAL

24.1 If the Owner is Hibernia Management and Development Company Ltd. or Syncrude Canada Ltd, it shall mean Owner acting as agent for the Participants, which are the joint interest owners in the Hibernia or Syncrude projects respectively (each as to its respective joint interest therein) or any of them or any of their respective successors or assigns and all rights and interests acquired and all obligations undertaken by Owner hereunder are on behalf of the Participants. Contractor acknowledges and agrees that the liability of the Participants for any breach hereof is not joint and several, but separate and distinct and limited to their respective joint interests. Further, all legal rights and remedies available to Owner also extend to the Participants on the same separate and distinct basis. Unless otherwise directed in writing by the Participants, Contractor agrees to deal solely with Owner.

24.2 Contractor expressly understands that Owner is contracting as agent for its affiliates and where Hibernia Management and Development Company Ltd. or Syncrude Canada Ltd is the named Owner, Owner is acting as agent on behalf of the Participants, and that it has the authority to do so.

Exhibit H: Alcohol and Drug Requirements

(Safety Sensitive, Risk Sensitive and Low Exposure Services)

1. Purpose and General Requirements

a. This Exhibit sets forth Alcohol and drug program requirements. Contractor shall comply, and shall ensure that its Subcontractors performing Covered Services as

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defined below are complying with this Exhibit. Contractor should have a program in place that, at a minimum, includes the requirements set forth in this Exhibit.

b. Some of this Exhibit's requirements are identified in the A&D Exhibit Addendum ("Addendum"), which is available for Contractor review at the following web address: <http://www.exxonmobil.com/usa-english/procurement/searchpage/search.aspx> after entering Document Number NA0200C or such updated Document Number as may be provided by Buyer or an Affiliate. Buyer or an Affiliate (see definition below) may update the Addendum on the Buyer website from time to time and will notify Contractor periodically in writing of such updates ("Update Notice"). The Update Notice will identify the deadline for Contractor's compliance with the updates. Contractor will implement any Addendum updates within the time period specified in the Update Notice.

2. Definitions

For the purposes of this Exhibit H, the following definitions apply:

a. Affiliate # If the term "Affiliate" is not defined in this agreement, then as used in this Exhibit, "Affiliate" means (i) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation; (ii) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"); and (iii) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator.

b. Alcohol - A consumable liquid containing ethanol (e.g., beer, wine, spirits) and powdered Alcohol which can be reconstituted into an Alcoholic drink.

c. Buyer - May be used interchangeably with Purchaser, User, or Company or substantially similar term (but only when Company is the purchasing entity).

d. Buyer Premises # Locations and property, owned (or leased or chartered from others or accessed through rights secured by the Buyer or its Affiliates), operated, and/or controlled by the Buyer or its Affiliates, whether fixed or mobile.

e. Catastrophic Incident - Incidents involving one or more of the following:

i. multiple fatalities or serious injuries;

ii. property damage exceeding \$500 million;

iii. extensive environmental damage, which is defined to mean one or more of the following:

a) there is a high probability of measurable long-term health effects on employees or non-employees;

b) fauna and flora populations require long-term restorative periods; or

c) there is an environmental disaster that has a significant adverse effect on community income or well-being.

f. Collector - A person who 1) collects a specimen from Contractor Personnel, 2) makes an initial inspection of the specimen, and 3) completes the Custody and Control Form (CCF). When Point of Collection (POCT) is used, Collector may be responsible for reading and recording screening test results.

g. Confirmation Test # For drug testing: a second analytical procedure performed by a certified laboratory on a different aliquot of the original specimen to identify

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and quantify the presence of a specific drug or drug metabolite typically using gas or liquid chromatograph with mass spectroscopy. For Alcohol testing: a breath test using Evidential Breathalyzer testing device (EBT) or a blood test analyzed by a certified laboratory.

h. Contraband

i. any drug or Alcohol-related paraphernalia used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body any Prohibited Substance, or

ii. any paraphernalia or substance used or designed for use to dilute, substitute, or adulterate any Alcohol or drug test specimen, or to otherwise obstruct the Alcohol or drug testing process, or

iii. firearms, ammunition, explosives, and weapons.

i. Contractor # May be used interchangeably with Seller or Supplier or substantially similar term.

j. Contractor Personnel - Contractor's employees, agents, Subcontractors or Subcontractors' employees who perform Covered Services or whom Contractor, its agent, or Subcontractor, plans to return to Covered Services.

k. Covered Services # Performance of services on Buyer Premises.

l. Custody and Control Form (CCF) # The form used to document the collection, custody, and transport of a drug specimen or blood Alcohol specimen until it is received by the laboratory.

m. Cutoff - The decision point or value used to establish and report a specimen as negative or positive.

n. Designated Contractor Representative (DCR) - Contractor Personnel with oversight of the Contractor Alcohol and drug program and authorized by the Contractor to receive test results and make required decisions regarding test results.

o. Disqualified # Contractor Personnel are disqualified from Covered Services if they fail to meet or comply with, or in any way violate this Exhibit.

p. Fatal Flaw - An error that results in a significant break of chain of custody or collection procedures that cannot be corrected and results in a cancelled test (e.g., missing or damaged tamper evidence seal, CCF and specimen ID do not match, missing collector name and signature on CCF).

q. Point of Collection Testing (POCT) device (also referred to as Field Screening Device -FSD) - Testing device that is utilized to field-screen a specimen for the presence of Alcohol or drugs.

r. First Aid - First aid refers to medical attention that is usually administered immediately after the injury occurs and at the location where it occurred. It often consists of a one-time, short-term treatment and requires little technology or training to administer. (List of First Aid treatments is found in the Addendum).

s. Laboratory Negative Result - The result reported by a laboratory when a specimen is a valid specimen and contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class.

t. Laboratory Positive Result - The result reported by a laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration.

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- u. Medical Review Officer (MRO) - A licensed or certified physician designated by Contractor responsible for the review and verification of the integrity of drug testing results and for final interpretation and reporting of drug test results.
- v. MRO Negative # Final classification of a drug test as negative after MRO review of all relevant data (e.g., laboratory test result, donor interview, legitimate medical explanation for use of medication).
- w. MRO Positive - Final classification of a drug test as positive after MRO review of all relevant data (e.g., laboratory test result, donor interview, legitimate medical explanation for use of medication).
- x. Order - May be used interchangeably with Release Order or substantially similar term.
- y. Prescription Drug - A regulated pharmaceutical medicine that requires physician or other qualified healthcare professional authorization before it can be obtained in the jurisdiction where Contractor Personnel are performing Covered Services. The term is used to distinguish it from over-the-counter drugs, which can be obtained without authorization.
- z. Prohibited Substances #
 - i. Marijuana in any form, except as permitted under [z (ii)]. In such cases, permission on Buyer premises will be based on fitness for work and safety risks.
 - ii. Potentially impairing medications (e.g., may be Prescription Drug or over-the-counter medication or herbal medicine) that is:
 - 1) Used without a prescription, or
 - 2) Used in a manner inconsistent with the prescription or directions for usage, or
 - 3) Used without disclosure to Contractor per Section 7 # Medication Disclosure (Safety Sensitive Contractor Personnel only)
 - iii. Alcohol
 - iv. Illicit drugs that are not or cannot be prescribed, or mind-altering substances including all forms of naturally occurring and synthetic drugs, e.g., synthetic cannabinoids, stimulants and hallucinogens that would inhibit the ability of Contractor Personnel to perform work safely.
- aa. Random Pool - The pool or grouping consisting of Safety Sensitive (SS) Contractor Personnel designated for random testing.
- bb. Screening Test (also referred to as Initial Test) - The test used to differentiate a negative specimen from one that requires further testing (i.e., a Confirmation Test) for Alcohol, drugs, or drug metabolites.
- cc. Serious Injury - Injuries or illnesses causing significant physical body damage with potential for days away from work.
- dd. Stand Down - Requires immediate removal of Contractor Personnel from Covered Services.
- ee. Subcontractor - means any subcontractor, supplier, agent or materialman providing materials, equipment or services to Contractor for the purpose of performing the Work.
- ff. Under the Influence # is a condition in which the mental or physical faculties are impaired by the use of Prohibited Substances as to reduce ability to think and

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act with ordinary care and must be indicated by specific, contemporaneous, articulable observations such as appearance, behavior, speech, body odor, etc.

3. Program Management

Prior to starting Covered Services, Contractor must:

- a. Submit for Buyer approval Contractor's list of all Safety Sensitive and Risk Sensitive positions on Attachment 1. Such list may be attached to a subagreement or Order.
- b. Identify a Designated Contractor Representative.
- c. Provide training to Contractor supervisors on random testing notification, Post Incident testing, Reasonable Cause testing, and Stand Down and Disqualified Contractor Personnel requirements.
- d. Follow any specific site requirements established by the Buyer under this Exhibit.

4. Prohibitions

Contractor Personnel are Disqualified following non-compliance with the Prohibitions below.

a. Unless specifically authorized in writing by Buyer, while on Buyer Premises (including off-duty time), Contractor Personnel are prohibited from:

i. Using, possessing, selling, manufacturing, distributing, concealing, or transporting any of the following items:

1) Any Prohibited Substance, or

2) Contraband, or

ii. Being Under the Influence of any Prohibited Substance.

b. Contractor Personnel are prohibited from performing Covered Services if they at any time, while employed or being considered for employment by Contractor:

i. Have a confirmed Positive for Alcohol or a MRO Positive for drugs, or

ii. Refuse to test for Alcohol and drugs, or

iii. Switch or adulterate any urine, blood, or any other specimen, or

iv. Participate in any attempt to adulterate or substitute a specimen, or

v. Obstruct the collection or testing process, or

vi. Fail to promptly proceed to a collection site and provide specimens when told to do so, or

vii. Refuse to sign required forms, or

viii. Fail to cooperate with an inspection.

c. Contractor Personnel are prohibited from operating a vehicle on behalf of the Buyer while Under the Influence.

5. Requirements for Disqualified Contractor Personnel

With respect to Contractor Personnel that are Disqualified from Covered Services:

a. Contractor shall immediately notify Buyer that Contractor Personnel are Disqualified from Covered Services. Contractor need not disclose to Buyer that Disqualification is the result of a Positive Alcohol or drug test.

b. Contractor must not assign or reassign Disqualified Contractor Personnel to Covered Services at Buyer Premises covered by this Agreement, or any other Buyer Premises in the future, except subject to 5 (e) below.

c. Contractor shall immediately or as soon as practicable remove from Buyer Premises

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Contractor Personnel that are Disqualified.

d. At Buyer's request Contractor shall verify the quality of all Covered Services in which Disqualified Contractor Personnel may have participated, and submit a written report to Buyer that documents the verification, any findings, and the actions taken to assure all deficiencies have been corrected.

e. To return to Covered Services or Buyer Premises, the onus is on the Disqualified Contractor Personnel to make an application to Buyer through his/her employer. The Buyer will consider the application to return the Disqualified Contractor Personnel back to Covered Services or Buyer Premises and advise the Contractor of its decision.

6. Inspection

a. At any time on Buyer Premises, Buyer may conduct or require Contractor to conduct (with consent where appropriate), an unannounced inspection of Contractor Personnel and their property for items that may include: Prohibited Substances or Contraband. Inspections may include, but are not limited to: clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, and vehicles.

b. Buyer or Contractor may authorize inspection specialists, including scent-trained animals to conduct an inspection.

c. If discovery of Prohibited Substances or Contraband cannot be directly associated with individual Contractor Personnel, but can be reasonably associated with a defined group of Contractor Personnel (e.g., people who use one change room), Buyer may conduct or require Contractor to conduct an inspection of Contractor Personnel group's clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, vehicles and any other designations by Buyer.

7. Medication Disclosure

Contractor Personnel in Safety Sensitive positions may only use potentially impairing medication (e.g., Prescription Drug, over-the-counter medication, herbal medicine) under the following conditions:

a. Medication(s) have been obtained in a manner consistent with applicable laws and regulations.

b. Contractor Personnel have notified Contractor that they will be in possession of, or using, potentially impairing medication(s).

c. Contractor's health professional has assessed the capability or fitness of Contractor Personnel to perform Safety Sensitive duties.

8. Position Categories and Testing Requirements

a. Position Categories

All Contractor Personnel providing Covered Services on Buyer Premises shall be assigned to one of the categories below. Detailed guidance is included in the Addendum.

All Safety Sensitive and Risk Sensitive positions must be listed in Attachment 1. The list must be kept current if additional positions are identified.

Safety Sensitive (SS)

Safety Sensitive work means work that has a key and direct role in an operation where impaired performance could result in a Catastrophic Incident affecting the health or safety of people or the environment and where no direct or limited supervision is

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available to provide frequent operational checks.

Risk Sensitive (RS)

Risk Sensitive work means work that has a direct role in an operation where impaired performance could result in a Catastrophic Incident affecting the health or safety of people or the environment.

Low Exposure (LE)

Any position not included in the definition of Safety Sensitive or Risk Sensitive is defined as Low Exposure.

b. Testing Requirements

Contractor is required to conduct the types of tests indicated for each position category as follows.

Type of Testing Safety-Sensitive Risk-Sensitive Low Exposure

Pre-access Yes Yes No

Reasonable cause Yes Yes Yes

Post-incident Yes Yes Yes

Random Yes No No

c. Pre-access Testing

i. Safety Sensitive personnel must be admitted to Random Pool prior to commencing Covered Services.

ii. A pre-access test is required for Safety Sensitive and Risk Sensitive personnel prior to commencing Covered Service unless a negative result was obtained from any category of test (e.g., Pre-access, Random, Post-incident, Reasonable Cause, etc.) using a drug test panel that meets or exceeds the requirements of this Exhibit within the previous six (6) months.

iii. Contractor Personnel are currently enrolled in a random testing program that complies with the requirements of the Random testing as set forth below.

iv. Contractor Personnel who is actively engaged in Covered Services either on a full-time, part-time or intermittent basis, with no periods of absence exceeding six (6) weeks, unless a negative test result was obtained within the previous six (6) months.

d. Random Testing

Contractor random testing program must include the following features:

i. A means of generating random selections using a scientifically valid method (e.g., random number table or computer-based random number generator) matched to a unique personal identifier. The random selection process must preclude Contractor from pre-selecting particular Contractor Personnel for testing.

ii. A random testing rate of at least 50% of the total Random Pool per calendar year.

iii. Contractor Personnel, who have not been tested to the required drug test panel for any test reason in a two calendar year period, must be selected for an unannounced test before the end of the second calendar year. Example: Individual entered Random Pool in August of Year 1, and was not randomly selected for testing in Year 1 or Year 2, the individual must be selected and an unannounced test completed before the end of Year 2.

iv. Selection is the process of randomly choosing individuals from the Random Pool.

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There must be a minimum of 4 selections per year. (i.e., to achieve the 50% annual testing rate by quarterly selections must be reasonably spread throughout the year which is approximately 12.5% of the Random Pool selected each quarter. For monthly selections, the testing rate must be reasonably spread throughout the year which is approximately 4.2% of the Random Pool selected each month.).

v. All Safety Sensitive Contractor Personnel must have an equal chance of being selected in each random selection period (i.e., all Safety Sensitive Contractor Personnel will participate in each random selection period, even if the Safety Sensitive Contractor Personnel were selected for testing in a prior period).

vi. If Contractor Personnel are not in the Random Pool when a random selection is made, they must complete another pre-access test before being re-admitted to the Random Pool.

vii. Testing is the process of collecting an alcohol and drug testing specimen from an individual and may include field testing of the specimen. Testing must be evenly dispersed throughout the year and must not be predictable. Contractor Personnel must be equally subject to testing regardless of the work day or work shift, and the selection of days and shifts should vary so as to reduce the predictability of testing.

viii. Specimen collection must occur within 2 hours of notification to the Contractor Personnel of the need to be tested. Contractor Personnel must proceed to testing immediately after being notified of a test requirement. The reason for any delay must be documented.

ix. If the person who normally announces tests is a member of the Random Pool, they must have no advance notice of their own test.

e. Reasonable Cause Testing

i. Reasonable Cause testing is conducted when there is suspicion of specific Contractor Personnel being Under the Influence.

ii. Contractor shall immediately Stand Down the Contractor Personnel.

iii. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, the reason for delay must be documented. Buyer may request to review reasons for delay and decide if they are acceptable.

f. Post Incident Testing

i. If the performance of Contractor Personnel contributed to an incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall immediately Stand Down Contractor Personnel.

ii. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, the reason for delay must be documented. Buyer may request to review reasons for delay and decide if they are acceptable.

iii. For purposes of this part, "incident" includes, but is not limited to, an actual event that caused, or had potential to cause, significant safety, environmental, or property damage incidents such as:

1) Medical treatment beyond first aid, or

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2) Reportable environmental release, or

3) Disabling damage to a vehicle, or

4) Significant property damage.

9. Testing of Government Regulated Positions

a. Contractor Personnel in positions for which Alcohol and/or drug testing is required by regulation will at a minimum be tested according to all aspects of the regulation.

b. In addition to government required testing, Buyer may require Contractor to perform additional testing in accordance with Buyer's testing requirements set forth in this Exhibit. See Global ExxonMobil Addendum for countries where additional requirements apply.

10. Return to Covered Services

a. Alcohol Testing

i. Following Alcohol testing for any test type, Contractor Personnel shall immediately Stand Down if Alcohol screening test result is at or over the screening cutoff level, as defined by the test panel in the Exhibit and Addendum.

ii. If Confirmation Test is negative Contractor Personnel must not return to Covered Services until 8 hours have elapsed.

b. Reasonable Cause and Post Incident Testing - Buyer in its sole discretion will consider Contractor request for Contractor Personnel to return to Covered Services after negative Alcohol and negative drug test results have been documented on Attachment 1a.

c. Fitness for Work - After a fitness for work concern is identified, and before Contractor can return Contractor Personnel to Covered Services, Contractor's health professional must evaluate Contractor Personnel, clear them to return to work, define restrictions if applicable, and document the conclusion. A fitness for work concern may be identified from such events as:

i. MRO review of a Laboratory Positive test result may lead to a MRO Negative determination, but the MRO may identify a fitness for work concern.

ii. A required medication disclosure by those in Safety Sensitive positions or the admission of possession or use of a potentially impairing substance by those in Risk Sensitive and Low Exposure positions.

11. Alcohol Testing and Specimen Security

a. Contractors or its agents shall follow either US DOT procedures for Alcohol testing or the process included in the Addendum.

b. An Alcohol test is to be done any time a drug test is done.

c. Contractor shall ensure that all Alcohol test specimens requiring laboratory analysis are stored in a secured location, with at least one physical control point restricting non-Collector access, from the time of collection to the time of pick-up for laboratory shipment.

12. Alcohol and Drug Testing Matrices

a. Contractor must use only the test matrices (breath, urine, oral fluid, etc.) specified in the Addendum.

13. Drug Specimen Collection / Security

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- a. Contractor or its agents shall follow either US DOT procedures for drug specimen collection or those in the Addendum.
 - b. Details of Collection Kits are described in the Addendum.
 - c. Contractor shall ensure that all drug test specimens requiring laboratory analysis are stored in a secured location, with at least one physical control point restricting non-Collector access, from the time of collection to the time of pick-up for laboratory shipment.
14. Custody and Control Form (CCF)
- a. A CCF is required for every drug test.
 - b. Alcohol Screening Test results must be documented on either a CCF or an Alcohol testing form. A CCF is required for every blood Alcohol Confirmation Test. For confirmation Alcohol tests using a breath Alcohol device, result and zero blank printouts must be attached to the CCF or attached to the Alcohol testing form.
 - c. Contractor or its agents shall follow the CCF required elements in the Addendum; however the DOT CCF must only be used for DOT-required test.
15. Laboratory Certification / Accreditation
- a. Drug testing must be done at a laboratory certified and/or accredited by a recognized international, national or regional organization that address workplace drug testing to a forensic standard.
 - b. Recognized standards are listed in the Addendum.
16. Drug Testing Requirements
- a. Acceptable drug testing methods and Specimen Validity Testing (SVT) requirements are found in the Addendum.
17. Drug Testing using Point of Collection testing Device (POCT)
- a. Contractor may use Buyer approved POCT which follows the Buyer drug test panel, as identified in the Addendum.
 - b. All non-negative POCT results must be sent to a certified laboratory for confirmation testing.
 - c. Quality Control Checks - When a POCT device is used, Contractor must send 10% of POCT specimen, whether Negative or non-Negative, to the laboratory to confirm POCT accuracy and Collector visual reading of results.
 - d. Oral Fluid POCT testing is NOT acceptable to meet Buyer standards.
18. Alcohol and Drug Test Panel and Cutoffs
- a. Contractor's Alcohol and drug program will specify substances and screening and confirmation Cutoff levels that comply, at a minimum, with the drug test panel provided in the Addendum.
 - b. Contractor will include the full Alcohol and Drug test panel in all test types
 - c. For agreements spanning multiple years, Contractor should review the Addendum found on the website at least annually and ensure its program complies with the latest Buyer drug test panel.
19. Drug Test Review Process by MRO
- Contractors or their agents must as a minimum use this process for review of relevant drug test results by a MRO.
- a. MRO review is required for:

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- i. All non-Negative laboratory results, including:
 - 1) Laboratory positive results for drug(s)/drug metabolite(s),
 - 2) Adulterated or substituted specimen
 - 3) Laboratory invalid result
 - ii. Alleged inability to provide a specimen.
 - b. MRO review is not required for:
 - i. Laboratory Negative drug test results.
 - ii. Laboratory Negative dilute results.
 - iii. Specimens rejected for testing.
 - iv. Fatal Flaw.
 - v. Alcohol Test Results.
- Detailed requirements for the MRO Review Process are provided in the Addendum.
- c. MRO Qualifications:
- An MRO must:
- i. Be a physician with a license and/or certification to practice medicine, prescribe medications, and diagnose and treat medical conditions.
 - ii. Have a working knowledge of workplace drug testing, drug pharmacology and pharmacokinetics.
 - iii. Have participated in a formal educational program pertinent to workplace drug testing (MROCC # Medical Review Office Certification Council).
20. Third Party Administrator (TPA)
- a. Contractor may choose to utilize a TPA to administer their Alcohol and drug testing program.
 - b. If any TPA processes do not meet the requirements of this Exhibit, the use of such TPA must be specifically approved by Buyer.
 - c. Contractor remains responsible for compliance. Buyer reserves the right to audit TPA records to ensure Contractor compliance.
21. Membership in an Industry-based Consortium
- a. Contractor may choose to comply with this Exhibit through membership in an Alcohol and drug testing Consortium.
 - b. If any Consortium processes do not meet all the requirements of this Exhibit, the use of such Consortium must be specifically approved by Buyer.
 - c. Contractor remains responsible for compliance. Buyer reserves the right to audit Consortium records to ensure Contractor compliance.
22. Monitoring and Review
- a. Buyer requires certain key performance indicators (KPI) to be updated by Contractor quarterly and to be available for review during Buyer/Contractor interface discussions upon Buyer request.
 - b. The frequency of review will be defined by Buyer.
 - c. For the avoidance of doubt, data includes Contractor Personnel and all tiers of Subcontractor personnel performing Covered Services.
 - d. The required KPI#s are provided in the Addendum.
23. Records to be Retained
- a. The following documentation is to be retained by Contractor, or accessible on

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request by Buyer and its authorized agents, assigns, and representatives.

b. Contractor shall retain documents that support compliance with this Exhibit for current calendar year plus the previous six calendar years and have them readily available for review by Buyer. The last records can be discarded six years after termination or expiration of the applicable agreement (including an applicable subagreement, Order, or other contract). Such documentation will be accessible upon request by Buyer or its authorized agents, assigns, or representatives. Contractor shall ensure that its Subcontractors comply with the requirements of the Audit section with respect to Subcontractor#s documents that support compliance with this Exhibit.

c. A comprehensive list of records to be retained is provided in the Addendum.

24. Audit

a. In addition to any other audit rights under the agreement, Buyer shall have the right, at its discretion, to audit Contractor compliance with this Exhibit, including Consortium, TPA or any other service provider as applicable. An audit may be conducted by Buyer or its authorized agents, assigns, and representatives.

b. Upon request, Contractor shall provide documentation supporting compliance with this Exhibit by Subcontractors performing Covered Services.

This Exhibit H - Alcohol and drug requirements does not apply to Syncrude Canada Ltd. (Syncrude). For Syncrude Alcohol and drug requirements, please refer to the Syncrude Job Specification.

Attachment 1

Safety Sensitive and Risk Sensitive Positions

Any position not listed below is defined as Low Exposure, including Contractor management and/or supervisory personnel who enter Buyer Premises solely for meetings, conferences, or worksite inspections.

The following positions will be classified as Safety Sensitive and Risk Sensitive:

A) Safety Sensitive

*
*
*

B) Risk Sensitive

*
*
*

This list of Safety Sensitive and Risk Sensitive positions is nominated by the Contractor and accepted by the Buyer. The buyer should keep the list current at all times.

Attachment 1a

Alcohol and drug test result

Disclosure consent and contractor certification

Contractor must provide this form to Buyer as part of Contractor request to return

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individual to Covered Services following a Reasonable Cause or Post Incident test.

Contractor Individual (Printed Name) Individual ID number Specimen ID #
(e.g., SIN, Personnel #, Government ID #)

Consent and Authorization for Disclosure to Buyer of Alcohol and Drug Test Result and Related Information

I hereby consent to disclosure by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to Buyer and/or Buyer authorized agents, assigns or representatives.

Signature

Date

Certification of Test Result

Contractor Company Name certifies that the Individual named above was tested on Date Time

And certifies that the Alcohol test result was negative (screening or EBT or laboratory) AND the drug test result was negative (POCT or Laboratory or MRO Negative)

AND

The test specimens were collected within 2 hours of the decision to test (Yes/No).

If no, attach reason for delay.

Designated Contractor Representative Signature

Title

Date

EXHIBIT K

WORKPLACE HARASSMENT

Supplier's employees, agents, and subcontractors who will perform services for or communicate with Imperial Oil employees, agents, customers, or contractors will not engage in any harassment of Imperial Oil employees, agents, customers, or contractors. The term "harassment" as used in this Exhibit includes all forms of unlawful harassment; as well as all other forms of harassment, which, while not unlawful, are inappropriate in a business setting, and set forth in the Owner's "Harassment In The Workplace" policy. A summary of the Owner's policy is included in a memorandum addressed to Supplier personnel performing Services for the Owner (See Attachment # Harassment in the Workplace Policy). If any Supplier employees, agents, or subcontractors who perform services for or communicate with Company employees, agents, customers, or contractors have not been informed of the standard of conduct above, Contractor will inform them. Contractor will promptly notify the Imperial Oil contact for the applicable services of any report or complaint of harassment or of any violation of the above standard of conduct. Contractor will cooperate with Imperial Oil in any investigation Imperial Oil may make, including making Contractor employees, agents and subcontractors available for questioning by Imperial Oil's

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designated investigators. Supplier agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of a report of an incident.

#

Attachment

Harassment in the Workplace Policy

Information for Suppliers' Employees Working at Imperial Oil or at ExxonMobil companies in Canada sites

As an employee of a supplier working at an Imperial Oil or ExxonMobil company in Canada (herein referred to as the "Owner"), you should be aware of and understand our standards of conduct at all the Owner's sites. This document outlines our expectations regarding harassment in the workplace.

Supplier's employees, agents, and subcontractors are prohibited from engaging in any act of harassment toward the Owner's employees, suppliers, customers, or other supplier employees.

Employees, agents, and Suppliers are prohibited from engaging in any act of harassment toward other Owner employees, suppliers, customers, or Supplier employees. The Owner's Harassment in the Workplace Policy prohibits all forms of unlawful harassment based on age, sex, race, color, religion, creed, national origin, citizenship, language, marital status, family status, pregnancy and childbirth, sexual orientation, disability/handicap, political belief or any other prohibited ground of discrimination. In addition, the Owner's policy prohibits all other forms of harassment, which, while not unlawful, are considered inappropriate in a business setting. The Owner will not tolerate harassment in the workplace, whether committed by or directed at employees, contractors, suppliers, or customers. Suppliers who violate the policy are subject to removal from the Owner's work assignments.

Examples of behaviors prohibited by our 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 Owner's representative for whom you are performing services as appropriate. We 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 Owner nor your employer will retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

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Information on our Harassment in the Workplace Policy has been provided to your employer's management so they are knowledgeable of the standard of conduct expected on the company premises or while performing work for the company.

If you have any questions about this information sheet, please contact your employer.

EXHIBIT R

CELL PHONE USE

The parties hereto agree that Supplier or Contractor, however referred to in the Agreement, Contract, or Order, as the case may be, to which this Exhibit is attached, shall be referred in this Exhibit as "Supplier." As used herein, "Owner" refers to the Owner or Buyer and/or its affiliated companies or Participants as identified in this Agreement, Contract or Order.

Supplier, its employees, agents, and subcontractors shall comply with the requirements set forth in this Exhibit. Supplier shall notify its employees, agents, and subcontractors of the requirements of this Exhibit.

A. Cell-phones, whether hands-free or hand-held, may not be used during the time Supplier is driving while performing services exclusively for Owner, regardless of whether the vehicle is owned by Owner. Without limiting the generality of the foregoing, cell phones may not be used while driving during:

- (i) Travel between sites or locations at which Supplier performs services for Owner ("Owner Sites"), regardless of whether such sites are owned or operated by Owner,
- (ii) Transportation of Owner personnel, regardless of whether non-Owner personnel are concurrently transported, or
- (iii) Travel to a point of departure, such as an airport, train station, or port, for a trip involving business related to Owner.

B. The foregoing prohibition against cell phone use does not apply to:

- (i) The daily commute between the driver's residence and the Owner Site,
- (ii) Commutes between an Owner Site and non-Owner businesses for which Supplier, its employees, agents, or subcontractors may perform work,
- (iii) Common carriers,
- (iv) Private carriers, manufacturers, distributors, and suppliers that transport both Owner and non-Owner items in their vehicles,
- (v) Citizen band and/or two-way radios,
- (vi) Use while the vehicle is properly parked in a rest area, designated parking area, or other safe location, and
- (vii) Use of cell phones by passengers if the use is not a distraction to the driver of the vehicle.

If this is a release against an existing contract, the terms and conditions for materials provided or work performed shall be in accordance with said contract.

If service spot order:

Contractor and owner agree as follows: contractor shall, in accordance with schedule terms, perform all work and provide all services, supervision, equipment and materials required for the successful and safe completion of work as described in work specification (work) at or to the work site specified in this

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document. Contract means this agreement and the documents referenced in work specification. In event of conflict between this agreement and any documents referenced elsewhere in contract, this agreement shall govern. This agreement means all consecutively numbered pages commencing on this page 1, and also includes the section entitled "service conditions" and the documents referenced in job specification and any additional pages referenced or attached.

If material spot order

Conditions: this order is comprised of this initial page, purchaser's order conditions document and any other additional pages and attachments referenced in order. Where on-site services will be performed by seller, the addendum attached or previously supplied shall also apply. If applicable, freight for purchaser's account must be invoiced as separate item and supported by a signed bill of lading. Payment will be in Canadian funds unless otherwise specified. Applicable sales taxes must be shown as a separate item along with seller's sales tax registration numbers(s).

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AIRBORNE ENERGY SOLUTIONS
PO Box 1229
WHITECOURT AB T7S 1P1

Your vendor number with us 50005458

*** * Original * ***
Purchase Order D51 / 4540152721

Creation date: 15.08.2018

Procurement contact

Estanislao Cello

Mr.

Imperiastraat 16

B-1831 DIEGEM

Telephone: (5411) 5278-0196

Fax:

Email: estanislao.cello@exxonmobil.com

Delivery date: 31.12.2018

Please deliver to:
3910 92 AVENUE
EDMONTON AB T6E 6P9

Terms del.: DDP -

Terms payt.: MM 30 days due net after receipt of invoice

Curr.: CAD

The above mentioned Procurement Advisor or Buyer is acting in the name of Imperial Oil (an Ontario General Partnership).

Invoices should be addressed and sent as follows unless a self billing arrangement is in operation, when no invoice should be sent.

SEND INVOICES TO:

IMPERIAL OIL
(AN ONTARIO GENERAL PARTNERSHIP)
ATTN: ACCOUNTS PAYABLE
PO BOX 2480 STN M
CALGARY, AB T2P_3M9 CA

Status of paid invoices can be accessed via website: www.trackinvoice.com or phone: 1-877-230-3776.

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NOTE: This PO has been created by Estanislao Cello. Please prepare the material to ship and in case there is any discrepancy please send an email to estanislao.cello@exxonmobil.com

SHIP VIA: BEST METHOD PREPAID AND CHARGE

Edmonton suppliers please contact Fort McKay Logistics LP for dispatch:

1-780-577-1345

1-855-577-1345

Edmontondispatch@fortmckaygroup.com

INVOICING:

Fast Email has become the default invoicing option for all vendors still using paper invoicing processes. Canada Fuels Operations (CFO) business line and automated invoicing methods (eEnablement, eSES, and CDMS) WILL NOT be changed. FOR CFO invoice submission details, please see page 2/3.

If you are currently mailing paper invoices, please send an inquiry to our Payables Organization at ca.email.portal@exxonmobil.com to find out more about Fast Email, a no-cost invoicing method, which offers earlier visibility and tracking of your invoice.

Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
00010					54,547.03

(OPS)(EDT-RFG) 2018 Air Bourne

(OPS)(EDT-RFG) 2018 Air Bourne

WORK LOCATION: RFG COST CENTER: 100667

COST ELEMENT: 46195000 AviationServices

WORK DESCRIPTION:

Provide aerial surveillance of IOL PIPELINES, facilities and right-of-ways to - detect leaks or spills - detect any abnormal circumstances (discolored vegetation, etc) - detect movement or activity of heavy equipment in the vicinity (construction activity) - detect missing signs/aerial markers - provide photos via email.

***** INVOICING ADDRESS FOR PROCESSING CFO INVOICES *****

CFO Service Invoices can be emailed directly to:

IOL-DS-RS-TOU-TBS-Invoice@exxonmobil.com

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Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
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CFO Material Invoices can be emailed directly to:
IOL-CFO-PO-RECEIPTS@exxonmobil.com

Or sent via mail/courier to:

Imperial Oil C/O
ExxonMobil Business Support Centre Canada
Invoice Administration
95 Foundry, 5th Floor
Moncton NB
E1C 5H7

How to check on status of Invoices previously submitted:
It may take up to 21 days for the invoice to appear on the site noted below as there is processing time and our system needs to sync with website.

Step 1. Have your vendor number and visit the Tracker Invoice internet site:
<https://www.trackinvoice.com/>

Step 2. If you are unable to find any information from the above avenue, then please contact:
vendor.inquiry@esso.ca with your inquiry.

Step 3. Send the information you received in the above two inquiries to:
IOL-DS-RS-TOU-TBS-Invoice@exxonmobil.com to help us further investigate

Requestor name/Tel. no: ANDREW JASON SURRETT Order no. : 50153568

For maximum value of: 54,547.03

Tot. net val. excl. tax CAD	54,547.03
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If the Material/Service master code is indicated on the PO and/or the agreement, it must be included on the invoice.

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TERMS AND CONDITIONS

General Terms

1. SUBCONTRACTS

1.1 Contractor shall not subcontract any part of Work except as provided for under the terms of Agreement or as Owner, in its sole discretion, agrees to in writing.

1.2 Contractor shall include a clause in all subcontracts giving Owner and Contractor the right to audit in accordance with Article 5.

2. CHANGES

2.1 "Change Order" means a Release Order change-authorization document used to effect a Change.

2.2 "Change" means a revision to Release Order, including a revision of Work completed or being performed, a deletion of Work already authorized, or additional services of Contractor similar to the type and scope of Work.

2.3 Owner shall have the right to effect a change by issuing a Change Order. Changes must be authorized by a written agreement change authorization document.

3. LIENS AND CLAIMS

3.1 If, at any time, there should be evidence of any lien or claim for which Owner might become liable, and which is chargeable to Contractor, Owner shall have the right to retain out of any payment to Contractor an amount sufficient to indemnify completely Owner against such lien or claim.

4. TAXES AND DUTIES

4.1 Contractor shall be solely liable for and pay at its own expense when due all taxes and duties whatsoever, including any penalties or interest related thereto, imposed by reason of Work to be performed by Contractor, except for sales taxes that Contractor is required by law to collect from Owner including a goods and services tax imposed under the Excise Tax Act (Canada) and any similar tax or derivative thereof imposed by any local, regional, territorial, provincial or federal government of Canada or any country having jurisdiction. Contractor must state on each invoice the Contractor's sales tax registration number(s) and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable. When required, Owner shall deduct from payment due the amount of non-resident withholding taxes applicable to invoice.

5. AUDIT RIGHTS AND ACCESS

5.1 Contractor shall keep and cause its Subcontractors to keep, in accordance with generally accepted accounting practices, books, records and accounts pertaining to performance of Work, necessary for an accurate audit.

5.2 For the purpose of verifying that service or materials were delivered to Owner and that charges were properly made in accordance with the terms of Agreement or for verifying Contractor's compliance with Agreement, including matters relating to Article 9, Owner shall have access at all reasonable times to files, data, correspondence, computer files, books and accounting records relating to any manner to Work rendered by Contractor under Agreement for a period of two (2) years following the completion of Work rendered hereunder. Contractor and Owner will have

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the same audit access with respect to Subcontractors. Contractor and Subcontractor will allow Owner to make copies thereof.

5.3 If an audit indicates errors in Contractor's invoices, Contractor shall make appropriate invoice adjustments and promptly refund overpayments to Owner.

6. SAFETY

6.1 Contractor shall be responsible and accountable for compliance with all environmental, health, fire and other relevant safety and environmental regulations, work practices and procedures prescribed by law or by Owner as may be applicable from time to time. Contractor shall ensure that its employees and those of its Subcontractors abide by this Article.

7. INSPECTION OF WORK

7.1 Contractor shall provide Owner with proper facilities and the appropriate dates for inspection of Work.

8. COMPLIANCE WITH LAW AND WORKER'S COMPENSATION

8.1 Contractor, its employees and its Subcontractors shall comply with and observe all applicable laws, regulations and orders of any proper authority having jurisdiction over Work.

8.2 Contractor shall obtain and maintain a worker's compensation account as an independent contractor for all employees engaged in Work from each province or territory in which Work is to be performed whether mandatory or non-mandatory under provincial or territorial legislation. The compensation account shall include personal coverage for all employers, partners, proprietors, and directors of Contractor involved in any aspects of Work. In addition, Contractor shall at all times pay or cause to be paid any assessment or contribution required to be paid to maintain the account in good standing. Contractor shall require the same of its Subcontractors. If Contractor or Subcontractor fails to pay any assessments or contributions, Owner may, in addition to any other rights available under Contract or at law, deduct the amount of the assessment or contribution from any payment due or to become due to Contractor.

9. BUSINESS STANDARDS AND WORKPLACE HARASSMENT

9.1 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Owner's best interest. This obligation shall apply to the activities of the employees and agents of Contractor in their relations with Owner's employees and their families, vendors, Subcontractors and third parties arising from Agreement and accomplishing Work hereunder.

9.2 All financial settlements, reports and billings rendered to Owner under Agreement shall properly reflect the facts of all activities and transactions handled for Owner's account, and may be relied upon as being complete and accurate in any further recording or reporting made by Owner for any purpose. Contractor shall notify Owner in writing promptly upon discovery of any failure to comply with this Clause.

9.3 Workplace Harassment. Contractor, Contractor employees, agents and Subcontractors engaged by the Contractor shall be subject to the standards of conduct set forth in the Owner's "Harassment In The Workplace" policy while performing Services for or communicating with the Owner's employees, agents, customers and other

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contractors. A summary of the Owner's policy is included in a memorandum addressed to Contractor personnel performing Services for the Owner (Workplace Harassment Attachment to the Job Specification). Contractor will inform each of its employees, agents, and Subcontractors who perform, or will perform Services for the Owner of these expectations and provide each with a copy of that memorandum. Contractor will promptly notify the Owner contact for the applicable Services of any report or complaint of harassment or any violation of the standards of conduct. Contractor will cooperate with the Owner in any investigation the Owner may make, including making Contractor employees, agents and Subcontractors available for questioning by the Owner's designated investigators. Contractor agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

10. DEFICIENT WORK

10.1 If any services, equipment, materials or workmanship furnished by Contractor is defective or any aspect of performance of Work is deficient, Owner may in its sole discretion by notice:

- a) require Contractor promptly to remedy the defect or deficiency;
- b) suspend or terminate all or any part of Work effective upon the giving of the notice; or
- c) do both of the foregoing.

Costs to remedy such defects or deficiencies and any additional costs resulting from shall be for Contractor's account.

11. SUSPENSION AND TERMINATION

11.1 Owner may, at any time, suspend or terminate any part of Work, including all remaining Work, for any reason whatsoever effective immediately upon notice to Contractor. Contractor shall continue to execute any part of Work not suspended or terminated.

11.2 In the event of termination, except where suspension is pursuant to Article 10 Contractor shall be entitled to full payment for the part of the Work done by it under the terms and conditions of Agreement up to the effective date of such termination. Owner shall not be held liable for damages or loss of anticipated profits on account of suspension or termination.

12. WARRANTIES AND GUARANTEES

12.1 Contractor warrants and guarantees that all Work will be free from defects in workmanship and materials. Contractor shall remedy at Contractor's cost any defects in Work, provided Contractor is notified by Owner of such defect within one (1) year from the date of acceptance or termination of Work. For apparatus, material and accessories not manufactured by Contractor, Contractor shall obtain such warranties or guarantees as are available from the manufacturers. These shall extend over the longest possible period which shall not be less than one (1) year after acceptance or termination of Work.

13. TITLE

13.1 The title to all Work completed or in the course of being provided and the title to all material and supplies, except tools, equipment and vehicles owned by or rented

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to Contractor or its Subcontractors, covered by Agreement shall pass to Owner upon delivery to Owner or upon payment by Owner whichever occurs first.

14. LIABILITY AND INDEMNIFICATION

14.1 Subject to Clauses 14.2, 14.3 and 14.5 Contractor:

a) is liable to Owner for all losses, costs, damages and expenses that Owner may suffer, sustain, pay or incur; and in addition

b) shall indemnify and save Owner completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by Owner or that it may sustain, pay or incur; as a result of one or more breaches of Agreement, or as a result of the negligence or Willful Misconduct of Contractor, its Subcontractors and their employees and agents in connection with the performance, purported performance, or non-performance of Agreement.

14.2 Subject to Clause 14.9 the liability of Contractor to Owner pursuant to Clause 14.1 in respect of loss of or damage to property, including loss of use thereof, belonging to or in the custody of Owner, is limited to an amount, per any one occurrence, not exceeding the greater of:

a) five thousand dollars (\$5,000); or

b) the amounts recoverable under any insurance plus the amount of any deductible.

14.3 Notwithstanding the limitations in Clause 14.2, Contractor is liable for and in addition, shall indemnify and save Owner completely harmless from any loss of or damage to all equipment, materials, supplies, and structures supplied or procured by Contractor and intended to be used in Work until they are delivered to Work Site.

14.4 Contractor is liable for and, in addition, shall indemnify and save Owner completely harmless from any loss of or damage to Contractor's or its Subcontractors' or their employees' property and rented items.

14.5 Except to the extent provided in Clause 14.2 and subject to Clause 14.9 neither party is liable for any indirect or consequential damages including loss of profits or loss of anticipated profits sustained by the other party in the performance, purported performance, or non-performance of Agreement.

14.6 Any protection afforded Contractor or Owner under this Article also applies to the benefit of their respective employees, officers, directors, agents, and Affiliates and to Owner's co-lessees, partners, co-venturers and any Participants (collectively called "Beneficiaries"). It is expressly understood that Owner and Contractor are contracting as agents for their respective Beneficiaries and that Owner and Contractor have the power and authority to do so.

14.7 Notwithstanding the provisions of Clause 14.1, where Work includes servicing an oil well or gas well, Owner shall be responsible for damage to the hole and reservoir, cost of regaining control of any wild well and resultant environmental damage, damage to or loss of Contractor's downhole machinery, tools and equipment while below the surface, except where such loss or damage is due to Contractor's Gross Negligence or willful acts or its own faulty equipment or where such loss of damage is covered by Contractor's own insurance. Owner's liability for such downhole machinery, tools and/or equipment shall be limited to the greater of 75% of actual

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replacement cost F.O.B. site or actual replacement cost F.O.B. site less a depreciation factor of 1 1/2% per month commencing from the date of the original purchase.

14.8 For the purpose of this Contract, the following definitions shall apply:

"Gross Negligence" is defined by the Law governing this Contract; however, if such Law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences.

"Willful Misconduct" is defined by the Law governing this Contract; however, if such Law does not define the term "willful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Contract.

14.9 Gross Negligence and Willful Misconduct. Notwithstanding anything to the contrary in Contract or a Release Order, 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.

15. INSURANCE

15.1 Without in any way limiting the liability of Contractor under Agreement, Contractor shall carry and maintain in force during term of Agreement the following insurance:

a) automobile liability insurance covering owned, non-owned, and rented automotive equipment used in connection with Work and providing at least one million dollars (\$1,000,000) coverage for injury, death, or property damage resulting from each accident;

b) Contractor's normal and customary comprehensive general liability insurance covering the legal liability of Contractor with limits as contained in such insurance or one million dollars (\$1,000,000), whichever is greater, for injury, death, or property damage resulting from each occurrence. Contractor represents and warrants that the above insurance covers loss of or damage to Owner's existing property for which Contractor is responsible pursuant to Clause 14.2; and

c) if the performance of Work requires use of aircraft, aircraft liability insurance covering owned, non-owned and hired aircraft used in connection with Work and providing limits of at least one million dollars (\$1,000,000) for each passenger seat on each aircraft used in connection with Work and in any case not less than five million dollars (\$5,000,000) total coverage for injury, death, property damage and passenger liability resulting from each occurrence, with Owner named as an additional insured; and

d) if the performance of the Work requires use of watercraft, marine protection and indemnity insurance including coverage for illness or death of seamen providing limits of at least two million dollars (\$2,000,000) for each occurrence with Owner named as an additional insured party. Coverage shall include statutory and voluntary

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insurance for wreck removal and removal of debris for each watercraft providing limits of at least two million dollars (\$2,000,000).

15.2 Upon request, Contractor shall provide Owner's Representative with insurance certificates describing the insurance policies required in Clause 15.1. These insurance policies shall not be cancelled or changed in any manner which could affect Owner's interests unless Owner is given 30 days prior notice of such change.

15.3 Contractor shall require Subcontractors to maintain insurances equivalent to that required in Clause 15.1. If requested by Owner, Contractor shall have Subcontractors furnish the same evidence of insurance required of Contractor in Clause 15.2.

15.4 Any insurance, other than automobile liability insurance, carried by Contractor or Subcontractors shall contain a provision in which the insurer waives any right it may have or be assigned through subrogation to take any action against Owner and Affiliates, or any of their employees, directors, officers, or agents thereof and all other contractors engaged in Work.

16. INTELLECTUAL PROPERTY

16.1 Contractor shall indemnify Owner against all claims and demands of every nature relating to any infringement of copyright, trademark, or letters patent of invention arising out of Agreement.

16.2 When anything arising out of the performance of Work or the provision of services can be protected by patent, copyright, trade secret, trademark, industrial design, or other rights of a similar nature, Contractor assigns to Owner all those rights and agrees to execute any documentation required.

17. FORCE MAJEURE

17.1 No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure is caused by force majeure. Unless such force majeure substantially frustrates performance of Agreement, force majeure shall not operate to excuse, but only delay performance.

17.2 Force majeure is an occurrence beyond the control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to; acts of God, or the Queen's enemy; expropriation or confiscation of facilities; changes in applicable law; war, rebellion, civil disturbance, sabotage or riots, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; strikes or any other concerted acts of workers; other similar occurrences, but lack of finances shall in no event be deemed to be force majeure.

18. INDEPENDENT CONTRACTOR

18.1 Contractor is an independent contractor, and all persons employed by Contractor in connection with Agreement shall be its employees and not employees of Owner in any respect.

19. CONTRACTOR'S PERSONNEL

19.1 Upon request of Owner, Contractor shall furnish Owner a list showing the names

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of all persons who will perform Work under this Agreement. Owner may refuse a particular person admission to its premises. Contractor shall require every person entering Owner's premises to be identified by badges satisfactory to Owner.

20. GOVERNING LAW

20.1 The validity of interpretation of Agreement, and the legal relations of the parties, shall be governed by the laws of the Province or Territory in which the Work Site is situated.

21. OWNERSHIP OF DRAWINGS

21.1 All drawings, specifications, computer tapes and other documents prepared by or made available to Contractor under Agreement shall be the property of Owner.

22. NOTICES

22.1 All notices required or permitted to be given under Agreement shall be in writing and delivered to their respective addresses listed on Agreement. Delivery of all notices shall be by hand, mailed by registered first-class mail postage prepaid, or sent by electronic means which can produce a written copy, provided that acknowledgement of receipt of the electronic communication notice be obtained.

23. CONFIDENTIAL INFORMATION

23.1 Contractor agrees to keep confidential any and all information or data which has been made available or is hereafter made available to Contractor by Owner or its affiliates, as well as all information concerning the results of Work under this Agreement.

24. GENERAL

24.1 If the Owner is Hibernia Management and Development Company Ltd. or Syncrude Canada Ltd, it shall mean Owner acting as agent for the Participants, which are the joint interest owners in the Hibernia or Syncrude projects respectively (each as to its respective joint interest therein) or any of them or any of their respective successors or assigns and all rights and interests acquired and all obligations undertaken by Owner hereunder are on behalf of the Participants. Contractor acknowledges and agrees that the liability of the Participants for any breach hereof is not joint and several, but separate and distinct and limited to their respective joint interests. Further, all legal rights and remedies available to Owner also extend to the Participants on the same separate and distinct basis. Unless otherwise directed in writing by the Participants, Contractor agrees to deal solely with Owner.

24.2 Contractor expressly understands that Owner is contracting as agent for its affiliates and where Hibernia Management and Development Company Ltd. or Syncrude Canada Ltd is the named Owner, Owner is acting as agent on behalf of the Participants, and that it has the authority to do so.

Exhibit H: Alcohol and Drug Requirements

(Safety Sensitive, Risk Sensitive and Low Exposure Services)

1. Purpose and General Requirements

a. This Exhibit sets forth Alcohol and drug program requirements. Contractor shall comply, and shall ensure that its Subcontractors performing Covered Services as defined below are complying with this Exhibit. Contractor should have a program in place that, at a minimum, includes the requirements set forth in this Exhibit.

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b. Some of this Exhibit's requirements are identified in the A&D Exhibit Addendum ("Addendum"), which is available for Contractor review at the following web address: <http://www.exxonmobil.com/usa-english/procurement/searchpage/search.aspx> after entering Document Number NA0200C or such updated Document Number as may be provided by Buyer or an Affiliate. Buyer or an Affiliate (see definition below) may update the Addendum on the Buyer website from time to time and will notify Contractor periodically in writing of such updates ("Update Notice"). The Update Notice will identify the deadline for Contractor's compliance with the updates. Contractor will implement any Addendum updates within the time period specified in the Update Notice.

2. Definitions

For the purposes of this Exhibit H, the following definitions apply:

a. Affiliate # If the term "Affiliate" is not defined in this agreement, then as used in this Exhibit, "Affiliate" means (i) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation; (ii) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"); and (iii) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator.

b. Alcohol - A consumable liquid containing ethanol (e.g., beer, wine, spirits) and powdered Alcohol which can be reconstituted into an Alcoholic drink.

c. Buyer - May be used interchangeably with Purchaser, User, or Company or substantially similar term (but only when Company is the purchasing entity).

d. Buyer Premises # Locations and property, owned (or leased or chartered from others or accessed through rights secured by the Buyer or its Affiliates), operated, and/or controlled by the Buyer or its Affiliates, whether fixed or mobile.

e. Catastrophic Incident - Incidents involving one or more of the following:

i. multiple fatalities or serious injuries;

ii. property damage exceeding \$500 million;

iii. extensive environmental damage, which is defined to mean one or more of the following:

a) there is a high probability of measurable long-term health effects on employees or non-employees;

b) fauna and flora populations require long-term restorative periods; or

c) there is an environmental disaster that has a significant adverse effect on community income or well-being.

f. Collector - A person who 1) collects a specimen from Contractor Personnel, 2) makes an initial inspection of the specimen, and 3) completes the Custody and Control Form (CCF). When Point of Collection (POCT) is used, Collector may be responsible for reading and recording screening test results.

g. Confirmation Test # For drug testing: a second analytical procedure performed by a certified laboratory on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite typically using gas or liquid chromatograph with mass spectroscopy. For Alcohol testing: a breath test

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using Evidential Breathalyzer testing device (EBT) or a blood test analyzed by a certified laboratory.

h. Contraband

i. any drug or Alcohol-related paraphernalia used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body any Prohibited Substance, or

ii. any paraphernalia or substance used or designed for use to dilute, substitute, or adulterate any Alcohol or drug test specimen, or to otherwise obstruct the Alcohol or drug testing process, or

iii. firearms, ammunition, explosives, and weapons.

i. Contractor # May be used interchangeably with Seller or Supplier or substantially similar term.

j. Contractor Personnel - Contractor's employees, agents, Subcontractors or Subcontractors' employees who perform Covered Services or whom Contractor, its agent, or Subcontractor, plans to return to Covered Services.

k. Covered Services # Performance of services on Buyer Premises.

l. Custody and Control Form (CCF) # The form used to document the collection, custody, and transport of a drug specimen or blood Alcohol specimen until it is received by the laboratory.

m. Cutoff - The decision point or value used to establish and report a specimen as negative or positive.

n. Designated Contractor Representative (DCR) - Contractor Personnel with oversight of the Contractor Alcohol and drug program and authorized by the Contractor to receive test results and make required decisions regarding test results.

o. Disqualified # Contractor Personnel are disqualified from Covered Services if they fail to meet or comply with, or in any way violate this Exhibit.

p. Fatal Flaw - An error that results in a significant break of chain of custody or collection procedures that cannot be corrected and results in a cancelled test (e.g., missing or damaged tamper evidence seal, CCF and specimen ID do not match, missing collector name and signature on CCF).

q. Point of Collection Testing (POCT) device (also referred to as Field Screening Device -FSD) - Testing device that is utilized to field-screen a specimen for the presence of Alcohol or drugs.

r. First Aid - First aid refers to medical attention that is usually administered immediately after the injury occurs and at the location where it occurred. It often consists of a one-time, short-term treatment and requires little technology or training to administer. (List of First Aid treatments is found in the Addendum).

s. Laboratory Negative Result - The result reported by a laboratory when a specimen is a valid specimen and contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class.

t. Laboratory Positive Result - The result reported by a laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration.

u. Medical Review Officer (MRO) - A licensed or certified physician designated by Contractor responsible for the review and verification of the integrity of drug

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testing results and for final interpretation and reporting of drug test results.

v. MRO Negative # Final classification of a drug test as negative after MRO review of all relevant data (e.g., laboratory test result, donor interview, legitimate medical explanation for use of medication).

w. MRO Positive - Final classification of a drug test as positive after MRO review of all relevant data (e.g., laboratory test result, donor interview, legitimate medical explanation for use of medication).

x. Order - May be used interchangeably with Release Order or substantially similar term.

y. Prescription Drug - A regulated pharmaceutical medicine that requires physician or other qualified healthcare professional authorization before it can be obtained in the jurisdiction where Contractor Personnel are performing Covered Services. The term is used to distinguish it from over-the-counter drugs, which can be obtained without authorization.

z. Prohibited Substances #

i. Marijuana in any form, except as permitted under [z (ii)]. In such cases, permission on Buyer premises will be based on fitness for work and safety risks.

ii. Potentially impairing medications (e.g., may be Prescription Drug or over-the-counter medication or herbal medicine) that is:

1) Used without a prescription, or

2) Used in a manner inconsistent with the prescription or directions for usage, or

3) Used without disclosure to Contractor per Section 7 # Medication Disclosure (Safety Sensitive Contractor Personnel only)

iii. Alcohol

iv. Illicit drugs that are not or cannot be prescribed, or mind-altering substances including all forms of naturally occurring and synthetic drugs, e.g., synthetic cannabinoids, stimulants and hallucinogens that would inhibit the ability of Contractor Personnel to perform work safely.

aa. Random Pool - The pool or grouping consisting of Safety Sensitive (SS) Contractor Personnel designated for random testing.

bb. Screening Test (also referred to as Initial Test) - The test used to differentiate a negative specimen from one that requires further testing (i.e., a Confirmation Test) for Alcohol, drugs, or drug metabolites.

cc. Serious Injury - Injuries or illnesses causing significant physical body damage with potential for days away from work.

dd. Stand Down - Requires immediate removal of Contractor Personnel from Covered Services.

ee. Subcontractor - means any subcontractor, supplier, agent or materialman providing materials, equipment or services to Contractor for the purpose of performing the Work.

ff. Under the Influence # is a condition in which the mental or physical faculties are impaired by the use of Prohibited Substances as to reduce ability to think and act with ordinary care and must be indicated by specific, contemporaneous, articulable observations such as appearance, behavior, speech, body odor, etc.

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3. Program Management

Prior to starting Covered Services, Contractor must:

- a. Submit for Buyer approval Contractor's list of all Safety Sensitive and Risk Sensitive positions on Attachment 1. Such list may be attached to a subagreement or Order.
- b. Identify a Designated Contractor Representative.
- c. Provide training to Contractor supervisors on random testing notification, Post Incident testing, Reasonable Cause testing, and Stand Down and Disqualified Contractor Personnel requirements.
- d. Follow any specific site requirements established by the Buyer under this Exhibit.

4. Prohibitions

Contractor Personnel are Disqualified following non-compliance with the Prohibitions below.

a. Unless specifically authorized in writing by Buyer, while on Buyer Premises (including off-duty time), Contractor Personnel are prohibited from:

i. Using, possessing, selling, manufacturing, distributing, concealing, or transporting any of the following items:

1) Any Prohibited Substance, or

2) Contraband, or

ii. Being Under the Influence of any Prohibited Substance.

b. Contractor Personnel are prohibited from performing Covered Services if they at any time, while employed or being considered for employment by Contractor:

i. Have a confirmed Positive for Alcohol or a MRO Positive for drugs, or

ii. Refuse to test for Alcohol and drugs, or

iii. Switch or adulterate any urine, blood, or any other specimen, or

iv. Participate in any attempt to adulterate or substitute a specimen, or

v. Obstruct the collection or testing process, or

vi. Fail to promptly proceed to a collection site and provide specimens when told to do so, or

vii. Refuse to sign required forms, or

viii. Fail to cooperate with an inspection.

c. Contractor Personnel are prohibited from operating a vehicle on behalf of the Buyer while Under the Influence.

5. Requirements for Disqualified Contractor Personnel

With respect to Contractor Personnel that are Disqualified from Covered Services:

a. Contractor shall immediately notify Buyer that Contractor Personnel are Disqualified from Covered Services. Contractor need not disclose to Buyer that Disqualification is the result of a Positive Alcohol or drug test.

b. Contractor must not assign or reassign Disqualified Contractor Personnel to Covered Services at Buyer Premises covered by this Agreement, or any other Buyer Premises in the future, except subject to 5 (e) below.

c. Contractor shall immediately or as soon as practicable remove from Buyer Premises Contractor Personnel that are Disqualified.

d. At Buyer's request Contractor shall verify the quality of all Covered Services in

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which Disqualified Contractor Personnel may have participated, and submit a written report to Buyer that documents the verification, any findings, and the actions taken to assure all deficiencies have been corrected.

e. To return to Covered Services or Buyer Premises, the onus is on the Disqualified Contractor Personnel to make an application to Buyer through his/her employer. The Buyer will consider the application to return the Disqualified Contractor Personnel back to Covered Services or Buyer Premises and advise the Contractor of its decision.

6. Inspection

a. At any time on Buyer Premises, Buyer may conduct or require Contractor to conduct (with consent where appropriate), an unannounced inspection of Contractor Personnel and their property for items that may include: Prohibited Substances or Contraband. Inspections may include, but are not limited to: clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, and vehicles.

b. Buyer or Contractor may authorize inspection specialists, including scent-trained animals to conduct an inspection.

c. If discovery of Prohibited Substances or Contraband cannot be directly associated with individual Contractor Personnel, but can be reasonably associated with a defined group of Contractor Personnel (e.g., people who use one change room), Buyer may conduct or require Contractor to conduct an inspection of Contractor Personnel group's clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, vehicles and any other designations by Buyer.

7. Medication Disclosure

Contractor Personnel in Safety Sensitive positions may only use potentially impairing medication (e.g., Prescription Drug, over-the-counter medication, herbal medicine) under the following conditions:

a. Medication(s) have been obtained in a manner consistent with applicable laws and regulations.

b. Contractor Personnel have notified Contractor that they will be in possession of, or using, potentially impairing medication(s).

c. Contractor's health professional has assessed the capability or fitness of Contractor Personnel to perform Safety Sensitive duties.

8. Position Categories and Testing Requirements

a. Position Categories

All Contractor Personnel providing Covered Services on Buyer Premises shall be assigned to one of the categories below. Detailed guidance is included in the Addendum.

All Safety Sensitive and Risk Sensitive positions must be listed in Attachment 1. The list must be kept current if additional positions are identified.

Safety Sensitive (SS)

Safety Sensitive work means work that has a key and direct role in an operation where impaired performance could result in a Catastrophic Incident affecting the health or safety of people or the environment and where no direct or limited supervision is available to provide frequent operational checks.

Risk Sensitive (RS)

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Risk Sensitive work means work that has a direct role in an operation where impaired performance could result in a Catastrophic Incident affecting the health or safety of people or the environment.

Low Exposure (LE)

Any position not included in the definition of Safety Sensitive or Risk Sensitive is defined as Low Exposure.

b. Testing Requirements

Contractor is required to conduct the types of tests indicated for each position category as follows.

Type of Testing Safety-Sensitive Risk-Sensitive Low Exposure

Pre-access Yes Yes No

Reasonable cause Yes Yes Yes

Post-incident Yes Yes Yes

Random Yes No No

c. Pre-access Testing

i. Safety Sensitive personnel must be admitted to Random Pool prior to commencing Covered Services.

ii. A pre-access test is required for Safety Sensitive and Risk Sensitive personnel prior to commencing Covered Service unless a negative result was obtained from any category of test (e.g., Pre-access, Random, Post-incident, Reasonable Cause, etc.) using a drug test panel that meets or exceeds the requirements of this Exhibit within the previous six (6) months.

iii. Contractor Personnel are currently enrolled in a random testing program that complies with the requirements of the Random testing as set forth below.

iv. Contractor Personnel who is actively engaged in Covered Services either on a full-time, part-time or intermittent basis, with no periods of absence exceeding six (6) weeks, unless a negative test result was obtained within the previous six (6) months.

d. Random Testing

Contractor random testing program must include the following features:

i. A means of generating random selections using a scientifically valid method (e.g., random number table or computer-based random number generator) matched to a unique personal identifier. The random selection process must preclude Contractor from pre-selecting particular Contractor Personnel for testing.

ii. A random testing rate of at least 50% of the total Random Pool per calendar year.

iii. Contractor Personnel, who have not been tested to the required drug test panel for any test reason in a two calendar year period, must be selected for an unannounced test before the end of the second calendar year. Example: Individual entered Random Pool in August of Year 1, and was not randomly selected for testing in Year 1 or Year 2, the individual must be selected and an unannounced test completed before the end of Year 2.

iv. Selection is the process of randomly choosing individuals from the Random Pool. There must be a minimum of 4 selections per year. (i.e., to achieve the 50% annual testing rate by quarterly selections must be reasonably spread throughout the year

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which is approximately 12.5% of the Random Pool selected each quarter. For monthly selections, the testing rate must be reasonably spread throughout the year which is approximately 4.2% of the Random Pool selected each month.).

v. All Safety Sensitive Contractor Personnel must have an equal chance of being selected in each random selection period (i.e., all Safety Sensitive Contractor Personnel will participate in each random selection period, even if the Safety Sensitive Contractor Personnel were selected for testing in a prior period).

vi. If Contractor Personnel are not in the Random Pool when a random selection is made, they must complete another pre-access test before being re-admitted to the Random Pool.

vii. Testing is the process of collecting an alcohol and drug testing specimen from an individual and may include field testing of the specimen. Testing must be evenly dispersed throughout the year and must not be predictable. Contractor Personnel must be equally subject to testing regardless of the work day or work shift, and the selection of days and shifts should vary so as to reduce the predictability of testing.

viii. Specimen collection must occur within 2 hours of notification to the Contractor Personnel of the need to be tested. Contractor Personnel must proceed to testing immediately after being notified of a test requirement. The reason for any delay must be documented.

ix. If the person who normally announces tests is a member of the Random Pool, they must have no advance notice of their own test.

e. Reasonable Cause Testing

i. Reasonable Cause testing is conducted when there is suspicion of specific Contractor Personnel being Under the Influence.

ii. Contractor shall immediately Stand Down the Contractor Personnel.

iii. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, the reason for delay must be documented. Buyer may request to review reasons for delay and decide if they are acceptable.

f. Post Incident Testing

i. If the performance of Contractor Personnel contributed to an incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall immediately Stand Down Contractor Personnel.

ii. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, the reason for delay must be documented. Buyer may request to review reasons for delay and decide if they are acceptable.

iii. For purposes of this part, "incident" includes, but is not limited to, an actual event that caused, or had potential to cause, significant safety, environmental, or property damage incidents such as:

- 1) Medical treatment beyond first aid, or
- 2) Reportable environmental release, or
- 3) Disabling damage to a vehicle, or

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4) Significant property damage.

9. Testing of Government Regulated Positions

a. Contractor Personnel in positions for which Alcohol and/or drug testing is required by regulation will at a minimum be tested according to all aspects of the regulation.

b. In addition to government required testing, Buyer may require Contractor to perform additional testing in accordance with Buyer's testing requirements set forth in this Exhibit. See Global ExxonMobil Addendum for countries where additional requirements apply.

10. Return to Covered Services

a. Alcohol Testing

i. Following Alcohol testing for any test type, Contractor Personnel shall immediately Stand Down if Alcohol screening test result is at or over the screening cutoff level, as defined by the test panel in the Exhibit and Addendum.

ii. If Confirmation Test is negative Contractor Personnel must not return to Covered Services until 8 hours have elapsed.

b. Reasonable Cause and Post Incident Testing - Buyer in its sole discretion will consider Contractor request for Contractor Personnel to return to Covered Services after negative Alcohol and negative drug test results have been documented on Attachment 1a.

c. Fitness for Work - After a fitness for work concern is identified, and before Contractor can return Contractor Personnel to Covered Services, Contractor's health professional must evaluate Contractor Personnel, clear them to return to work, define restrictions if applicable, and document the conclusion. A fitness for work concern may be identified from such events as:

i. MRO review of a Laboratory Positive test result may lead to a MRO Negative determination, but the MRO may identify a fitness for work concern.

ii. A required medication disclosure by those in Safety Sensitive positions or the admission of possession or use of a potentially impairing substance by those in Risk Sensitive and Low Exposure positions.

11. Alcohol Testing and Specimen Security

a. Contractors or its agents shall follow either US DOT procedures for Alcohol testing or the process included in the Addendum.

b. An Alcohol test is to be done any time a drug test is done.

c. Contractor shall ensure that all Alcohol test specimens requiring laboratory analysis are stored in a secured location, with at least one physical control point restricting non-Collector access, from the time of collection to the time of pick-up for laboratory shipment.

12. Alcohol and Drug Testing Matrices

a. Contractor must use only the test matrices (breath, urine, oral fluid, etc.) specified in the Addendum.

13. Drug Specimen Collection / Security

a. Contractor or its agents shall follow either US DOT procedures for drug specimen collection or those in the Addendum.

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- b. Details of Collection Kits are described in the Addendum.
- c. Contractor shall ensure that all drug test specimens requiring laboratory analysis are stored in a secured location, with at least one physical control point restricting non-Collector access, from the time of collection to the time of pick-up for laboratory shipment.
- 14. Custody and Control Form (CCF)
 - a. A CCF is required for every drug test.
 - b. Alcohol Screening Test results must be documented on either a CCF or an Alcohol testing form. A CCF is required for every blood Alcohol Confirmation Test. For confirmation Alcohol tests using a breath Alcohol device, result and zero blank printouts must be attached to the CCF or attached to the Alcohol testing form.
 - c. Contractor or its agents shall follow the CCF required elements in the Addendum; however the DOT CCF must only be used for DOT-required test.
- 15. Laboratory Certification / Accreditation
 - a. Drug testing must be done at a laboratory certified and/or accredited by a recognized international, national or regional organization that address workplace drug testing to a forensic standard.
 - b. Recognized standards are listed in the Addendum.
- 16. Drug Testing Requirements
 - a. Acceptable drug testing methods and Specimen Validity Testing (SVT) requirements are found in the Addendum.
- 17. Drug Testing using Point of Collection testing Device (POCT)
 - a. Contractor may use Buyer approved POCT which follows the Buyer drug test panel, as identified in the Addendum.
 - b. All non-negative POCT results must be sent to a certified laboratory for confirmation testing.
 - c. Quality Control Checks - When a POCT device is used, Contractor must send 10% of POCT specimen, whether Negative or non-Negative, to the laboratory to confirm POCT accuracy and Collector visual reading of results.
 - d. Oral Fluid POCT testing is NOT acceptable to meet Buyer standards.
- 18. Alcohol and Drug Test Panel and Cutoffs
 - a. Contractor's Alcohol and drug program will specify substances and screening and confirmation Cutoff levels that comply, at a minimum, with the drug test panel provided in the Addendum.
 - b. Contractor will include the full Alcohol and Drug test panel in all test types
 - c. For agreements spanning multiple years, Contractor should review the Addendum found on the website at least annually and ensure its program complies with the latest Buyer drug test panel.
- 19. Drug Test Review Process by MRO
 - Contractors or their agents must as a minimum use this process for review of relevant drug test results by a MRO.
 - a. MRO review is required for:
 - i. All non-Negative laboratory results, including:
 - 1) Laboratory positive results for drug(s)/drug metabolite(s),

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2) Adulterated or substituted specimen

3) Laboratory invalid result

ii. Alleged inability to provide a specimen.

b. MRO review is not required for:

i. Laboratory Negative drug test results.

ii. Laboratory Negative dilute results.

iii. Specimens rejected for testing.

iv. Fatal Flaw.

v. Alcohol Test Results.

Detailed requirements for the MRO Review Process are provided in the Addendum.

c. MRO Qualifications:

An MRO must:

i. Be a physician with a license and/or certification to practice medicine, prescribe medications, and diagnose and treat medical conditions.

ii. Have a working knowledge of workplace drug testing, drug pharmacology and pharmacokinetics.

iii. Have participated in a formal educational program pertinent to workplace drug testing (MROCC # Medical Review Office Certification Council).

20. Third Party Administrator (TPA)

a. Contractor may choose to utilize a TPA to administer their Alcohol and drug testing program.

b. If any TPA processes do not meet the requirements of this Exhibit, the use of such TPA must be specifically approved by Buyer.

c. Contractor remains responsible for compliance. Buyer reserves the right to audit TPA records to ensure Contractor compliance.

21. Membership in an Industry-based Consortium

a. Contractor may choose to comply with this Exhibit through membership in an Alcohol and drug testing Consortium.

b. If any Consortium processes do not meet all the requirements of this Exhibit, the use of such Consortium must be specifically approved by Buyer.

c. Contractor remains responsible for compliance. Buyer reserves the right to audit Consortium records to ensure Contractor compliance.

22. Monitoring and Review

a. Buyer requires certain key performance indicators (KPI) to be updated by Contractor quarterly and to be available for review during Buyer/Contractor interface discussions upon Buyer request.

b. The frequency of review will be defined by Buyer.

c. For the avoidance of doubt, data includes Contractor Personnel and all tiers of Subcontractor personnel performing Covered Services.

d. The required KPI#s are provided in the Addendum.

23. Records to be Retained

a. The following documentation is to be retained by Contractor, or accessible on request by Buyer and its authorized agents, assigns, and representatives.

b. Contractor shall retain documents that support compliance with this Exhibit for

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current calendar year plus the previous six calendar years and have them readily available for review by Buyer. The last records can be discarded six years after termination or expiration of the applicable agreement (including an applicable subagreement, Order, or other contract). Such documentation will be accessible upon request by Buyer or its authorized agents, assigns, or representatives. Contractor shall ensure that its Subcontractors comply with the requirements of the Audit section with respect to Subcontractor#s documents that support compliance with this Exhibit.

c. A comprehensive list of records to be retained is provided in the Addendum.

24. Audit

a. In addition to any other audit rights under the agreement, Buyer shall have the right, at its discretion, to audit Contractor compliance with this Exhibit, including Consortium, TPA or any other service provider as applicable. An audit may be conducted by Buyer or its authorized agents, assigns, and representatives.

b. Upon request, Contractor shall provide documentation supporting compliance with this Exhibit by Subcontractors performing Covered Services.

This Exhibit H - Alcohol and drug requirements does not apply to Syncrude Canada Ltd. (Syncrude). For Syncrude Alcohol and drug requirements, please refer to the Syncrude Job Specification.

Attachment 1

Safety Sensitive and Risk Sensitive Positions

Any position not listed below is defined as Low Exposure, including Contractor management and/or supervisory personnel who enter Buyer Premises solely for meetings, conferences, or worksite inspections.

The following positions will be classified as Safety Sensitive and Risk Sensitive:

A) Safety Sensitive

*
*
*

B) Risk Sensitive

*
*
*

This list of Safety Sensitive and Risk Sensitive positions is nominated by the Contractor and accepted by the Buyer. The buyer should keep the list current at all times.

Attachment 1a

Alcohol and drug test result

Disclosure consent and contractor certification

Contractor must provide this form to Buyer as part of Contractor request to return individual to Covered Services following a Reasonable Cause or Post Incident test.

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Contractor Individual (Printed Name) Individual ID number Specimen ID #

(e.g., SIN, Personnel #, Government ID #)

Consent and Authorization for Disclosure to Buyer of Alcohol and Drug Test Result and Related Information

I hereby consent to disclosure by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to Buyer and/or Buyer authorized agents, assigns or representatives.

Signature

Date

Certification of Test Result

Contractor Company Name certifies that the Individual named above was tested on Date Time

And certifies that the Alcohol test result was negative (screening or EBT or laboratory) AND the drug test result was negative (POCT or Laboratory or MRO Negative)

AND

The test specimens were collected within 2 hours of the decision to test (Yes/No).

If no, attach reason for delay.

Designated Contractor Representative Signature

Title

Date

EXHIBIT K

WORKPLACE HARASSMENT

Supplier's employees, agents, and subcontractors who will perform services for or communicate with Imperial Oil employees, agents, customers, or contractors will not engage in any harassment of Imperial Oil employees, agents, customers, or contractors. The term "harassment" as used in this Exhibit includes all forms of unlawful harassment; as well as all other forms of harassment, which, while not unlawful, are inappropriate in a business setting, and set forth in the Owner's "Harassment In The Workplace" policy. A summary of the Owner's policy is included in a memorandum addressed to Supplier personnel performing Services for the Owner (See Attachment # Harassment in the Workplace Policy). If any Supplier employees, agents, or subcontractors who perform services for or communicate with Company employees, agents, customers, or contractors have not been informed of the standard of conduct above, Contractor will inform them. Contractor will promptly notify the Imperial Oil contact for the applicable services of any report or complaint of harassment or of any violation of the above standard of conduct. Contractor will cooperate with Imperial Oil in any investigation Imperial Oil may make, including making Contractor employees, agents and subcontractors available for questioning by Imperial Oil's designated investigators. Supplier agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of a report

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of an incident.

#

Attachment

Harassment in the Workplace Policy

Information for Suppliers' Employees Working at Imperial Oil or at ExxonMobil companies in Canada sites

As an employee of a supplier working at an Imperial Oil or ExxonMobil company in Canada (herein referred to as the "Owner"), you should be aware of and understand our standards of conduct at all the Owner's sites. This document outlines our expectations regarding harassment in the workplace.

Supplier's employees, agents, and subcontractors are prohibited from engaging in any act of harassment toward the Owner's employees, suppliers, customers, or other supplier employees.

Employees, agents, and Suppliers are prohibited from engaging in any act of harassment toward other Owner employees, suppliers, customers, or Supplier employees. The Owner's Harassment in the Workplace Policy prohibits all forms of unlawful harassment based on age, sex, race, color, religion, creed, national origin, citizenship, language, marital status, family status, pregnancy and childbirth, sexual orientation, disability/handicap, political belief or any other prohibited ground of discrimination. In addition, the Owner's policy prohibits all other forms of harassment, which, while not unlawful, are considered inappropriate in a business setting. The Owner will not tolerate harassment in the workplace, whether committed by or directed at employees, contractors, suppliers, or customers. Suppliers who violate the policy are subject to removal from the Owner's work assignments.

Examples of behaviors prohibited by our 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 Owner's representative for whom you are performing services as appropriate. We 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 Owner nor your employer will retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

Information on our Harassment in the Workplace Policy has been provided to your employer's management so they are knowledgeable of the standard of conduct expected

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on the company premises or while performing work for the company.

If you have any questions about this information sheet, please contact your employer.

EXHIBIT R

CELL PHONE USE

The parties hereto agree that Supplier or Contractor, however referred to in the Agreement, Contract, or Order, as the case may be, to which this Exhibit is attached, shall be referred in this Exhibit as "Supplier." As used herein, "Owner" refers to the Owner or Buyer and/or its affiliated companies or Participants as identified in this Agreement, Contract or Order.

Supplier, its employees, agents, and subcontractors shall comply with the requirements set forth in this Exhibit. Supplier shall notify its employees, agents, and subcontractors of the requirements of this Exhibit.

A. Cell-phones, whether hands-free or hand-held, may not be used during the time Supplier is driving while performing services exclusively for Owner, regardless of whether the vehicle is owned by Owner. Without limiting the generality of the foregoing, cell phones may not be used while driving during:

- (i) Travel between sites or locations at which Supplier performs services for Owner ("Owner Sites"), regardless of whether such sites are owned or operated by Owner,
- (ii) Transportation of Owner personnel, regardless of whether non-Owner personnel are concurrently transported, or
- (iii) Travel to a point of departure, such as an airport, train station, or port, for a trip involving business related to Owner.

B. The foregoing prohibition against cell phone use does not apply to:

- (i) The daily commute between the driver's residence and the Owner Site,
- (ii) Commutes between an Owner Site and non-Owner businesses for which Supplier, its employees, agents, or subcontractors may perform work,
- (iii) Common carriers,
- (iv) Private carriers, manufacturers, distributors, and suppliers that transport both Owner and non-Owner items in their vehicles,
- (v) Citizen band and/or two-way radios,
- (vi) Use while the vehicle is properly parked in a rest area, designated parking area, or other safe location, and
- (vii) Use of cell phones by passengers if the use is not a distraction to the driver of the vehicle.

If this is a release against an existing contract, the terms and conditions for materials provided or work performed shall be in accordance with said contract.

If service spot order:

Contractor and owner agree as follows: contractor shall, in accordance with schedule terms, perform all work and provide all services, supervision, equipment and materials required for the successful and safe completion of work as described in work specification (work) at or to the work site specified in this document. Contract means this agreement and the documents referenced in work specification. In event of conflict between this agreement and any documents referenced elsewhere in contract, this agreement

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shall govern. This agreement means all consecutively numbered pages commencing on this page 1, and also includes the section entitled "service conditions" and the documents referenced in job specification and any additional pages referenced or attached.

If material spot order

Conditions: this order is comprised of this initial page, purchaser's order conditions document and any other additional pages and attachments referenced in order. Where on-site services will be performed by seller, the addendum attached or previously supplied shall also apply. If applicable, freight for purchaser's account must be invoiced as separate item and supported by a signed bill of lading. Payment will be in Canadian funds unless otherwise specified. Applicable sales taxes must be shown as a separate item along with seller's sales tax registration numbers(s).

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AIRBORNE ENERGY SOLUTIONS
PO Box 1229
WHITECOURT AB T7S 1P1

Your vendor number with us 50005458

*** * Original * ***
Purchase Order C61 / 4540152662

Creation date: 15.08.2018

Procurement contact

Mercedes Verhaz

Mr.

Imperiastraat 16

B-1831 DIEGEM

Telephone: (403) 237 202246

Fax:

Email: mercedes.verhaz@exxonmobil.com

Delivery date: 31.12.2018

Please deliver to:
3910 92 AVENUE
EDMONTON AB T6E 6P9

Terms del.: DDP -

Terms payt.: MM 30 days due net after receipt of invoice

Curr.: CAD

The above mentioned Procurement Advisor or Buyer is acting in the name of Imperial Oil (an Ontario General Partnership).

Invoices should be addressed and sent as follows unless a self billing arrangement is in operation, when no invoice should be sent.

SEND INVOICES TO:

IMPERIAL OIL
(AN ONTARIO GENERAL PARTNERSHIP)
ATTN: ACCOUNTS PAYABLE
PO BOX 2480 STN M
CALGARY, AB T2P_3M9 CA

Status of paid invoices can be accessed via website: www.trackinvoice.com or phone: 1-877-230-3776.

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NOTE: This PO has been created by Mercedes Verhaz. Please prepare the material to ship and in case there is any discrepancy please send an email to mercedes.verhaz@exxonmobil.com

SHIP VIA: BEST METHOD PREPAID AND CHARGE

Edmonton suppliers please contact Fort McKay Logistics LP for dispatch:

1-780-577-1345

1-855-577-1345

Edmontondispatch@fortmckaygroup.com

INVOICING:

Fast Email has become the default invoicing option for all vendors still using paper invoicing processes. Canada Fuels Operations (CFO) business line and automated invoicing methods (eEnablement, eSES, and CDMS) WILL NOT be changed. FOR CFO invoice submission details, please see page 2/3.

If you are currently mailing paper invoices, please send an inquiry to our Payables Organization at ca.email.portal@exxonmobil.com to find out more about Fast Email, a no-cost invoicing method, which offers earlier visibility and tracking of your invoice.

Quote provided by Rory Grammer <r.grammer@airborneenergysolutions.com>

Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
00010					54,921.78

(OPS)(EDT-ABS) 2018 Air Bourne

(OPS)(EDT-ABS) 2018 Air Bourne

DOAG AProver Barry Rudd

WORK LOCATION: ABS COST CENTER: 113309

Cost Element 46195000 AviationServices

WORK DESCRIPTION:

Provide aerial surveillance of IOL PIPELINES, facilities and right-of-ways to - detect leaks or

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Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
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spills - detect any abnormal circumstances (discolored vegetation, etc) - detect movement or activity of heavy equipment in the vicinity (construction activity) - detect missing signs/aerial markers - provide photos via email.

***** INVOICING ADDRESS FOR PROCESSING CFO INVOICES *****

CFO Service Invoices can be emailed directly to:
IOL-DS-RS-TOU-TBS-Invoice@exxonmobil.com

CFO Material Invoices can be emailed directly to:
IOL-CFO-PO-RECEIPTS@exxonmobil.com

Or sent via mail/courier to:

Imperial Oil C/O
ExxonMobil Business Support Centre Canada
Invoice Administration
95 Foundry, 5th Floor
Moncton NB
E1C 5H7

How to check on status of Invoices previously submitted:
It may take up to 21 days for the invoice to appear on the site noted below as there is processing time and our system needs to sync with website.

Step 1. Have your vendor number and visit the Tracker Invoice internet site:
<https://www.trackinvoice.com/>

Step 2. If you are unable to find any information from the above avenue, then please contact:
vendor.inquiry@esso.ca with your inquiry.

Step 3. Send the information you received in the above two inquiries to:
IOL-DS-RS-TOU-TBS-Invoice@exxonmobil.com to help us further investigate

Requestor name/Tel. no: ANDREW JASON SURRETT Order no. : 50153569

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Item	Material/ Service	Order qty.	Unit	Price per unit	Net value
For maximum value of:					54,921.78

Tot. net val. excl. tax CAD	54,921.78
------------------------------------	------------------

If the Material/Service master code is indicated on the PO and/or the agreement, it must be included on the invoice.

TERMS AND CONDITIONS

General Terms

1. SUBCONTRACTS

- 1.1 Contractor shall not subcontract any part of Work except as provided for under the terms of Agreement or as Owner, in its sole discretion, agrees to in writing.
- 1.2 Contractor shall include a clause in all subcontracts giving Owner and Contractor the right to audit in accordance with Article 5.

2. CHANGES

- 2.1 "Change Order" means a Release Order change-authorization document used to effect a Change.
- 2.2 "Change" means a revision to Release Order, including a revision of Work completed or being performed, a deletion of Work already authorized, or additional services of Contractor similar to the type and scope of Work.
- 2.3 Owner shall have the right to effect a change by issuing a Change Order. Changes must be authorized by a written agreement change authorization document.

3. LIENS AND CLAIMS

- 3.1 If, at any time, there should be evidence of any lien or claim for which Owner might become liable, and which is chargeable to Contractor, Owner shall have the right to retain out of any payment to Contractor an amount sufficient to indemnify completely Owner against such lien or claim.

4. TAXES AND DUTIES

- 4.1 Contractor shall be solely liable for and pay at its own expense when due all taxes and duties whatsoever, including any penalties or interest related thereto, imposed by reason of Work to be performed by Contractor, except for sales taxes that Contractor is required by law to collect from Owner including a goods and services tax imposed under the Excise Tax Act (Canada) and any similar tax or derivative thereof imposed by any local, regional, territorial, provincial or federal government of Canada or any country having jurisdiction. Contractor must state on each invoice

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the Contractor's sales tax registration number(s) and identify whether the goods and services are taxable, exempt, zero-rated, or not applicable. When required, Owner shall deduct from payment due the amount of non-resident withholding taxes applicable to invoice.

5. AUDIT RIGHTS AND ACCESS

5.1 Contractor shall keep and cause its Subcontractors to keep, in accordance with generally accepted accounting practices, books, records and accounts pertaining to performance of Work, necessary for an accurate audit.

5.2 For the purpose of verifying that service or materials were delivered to Owner and that charges were properly made in accordance with the terms of Agreement or for verifying Contractor's compliance with Agreement, including matters relating to Article 9, Owner shall have access at all reasonable times to files, data, correspondence, computer files, books and accounting records relating to any manner to Work rendered by Contractor under Agreement for a period of two (2) years following the completion of Work rendered hereunder. Contractor and Owner will have the same audit access with respect to Subcontractors. Contractor and Subcontractor will allow Owner to make copies thereof.

5.3 If an audit indicates errors in Contractor's invoices, Contractor shall make appropriate invoice adjustments and promptly refund overpayments to Owner.

6. SAFETY

6.1 Contractor shall be responsible and accountable for compliance with all environmental, health, fire and other relevant safety and environmental regulations, work practices and procedures prescribed by law or by Owner as may be applicable from time to time. Contractor shall ensure that its employees and those of its Subcontractors abide by this Article.

7. INSPECTION OF WORK

7.1 Contractor shall provide Owner with proper facilities and the appropriate dates for inspection of Work.

8. COMPLIANCE WITH LAW AND WORKER'S COMPENSATION

8.1 Contractor, its employees and its Subcontractors shall comply with and observe all applicable laws, regulations and orders of any proper authority having jurisdiction over Work.

8.2 Contractor shall obtain and maintain a worker's compensation account as an independent contractor for all employees engaged in Work from each province or territory in which Work is to be performed whether mandatory or non-mandatory under provincial or territorial legislation. The compensation account shall include personal coverage for all employers, partners, proprietors, and directors of Contractor involved in any aspects of Work. In addition, Contractor shall at all times pay or cause to be paid any assessment or contribution required to be paid to maintain the account in good standing. Contractor shall require the same of its Subcontractors. If Contractor or Subcontractor fails to pay any assessments or contributions, Owner may, in addition to any other rights available under Contract or at law, deduct the amount of the assessment or contribution from any payment due or to become due to Contractor.

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9. BUSINESS STANDARDS AND WORKPLACE HARASSMENT

9.1 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions which could result in a conflict with Owner's best interest. This obligation shall apply to the activities of the employees and agents of Contractor in their relations with Owner's employees and their families, vendors, Subcontractors and third parties arising from Agreement and accomplishing Work hereunder.

9.2 All financial settlements, reports and billings rendered to Owner under Agreement shall properly reflect the facts of all activities and transactions handled for Owner's account, and may be relied upon as being complete and accurate in any further recording or reporting made by Owner for any purpose. Contractor shall notify Owner in writing promptly upon discovery of any failure to comply with this Clause.

9.3 Workplace Harassment. Contractor, Contractor employees, agents and Subcontractors engaged by the Contractor shall be subject to the standards of conduct set forth in the Owner's "Harassment In The Workplace" policy while performing Services for or communicating with the Owner's employees, agents, customers and other contractors. A summary of the Owner's policy is included in a memorandum addressed to Contractor personnel performing Services for the Owner (Workplace Harassment Attachment to the Job Specification). Contractor will inform each of its employees, agents, and Subcontractors who perform, or will perform Services for the Owner of these expectations and provide each with a copy of that memorandum. Contractor will promptly notify the Owner contact for the applicable Services of any report or complaint of harassment of any violation of the standards of conduct. Contractor will cooperate with the Owner in any investigation the Owner may make, including making Contractor employees, agents and Subcontractors available for questioning by the Owner's designated investigators. Contractor agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

10. DEFICIENT WORK

10.1 If any services, equipment, materials or workmanship furnished by Contractor is defective or any aspect of performance of Work is deficient, Owner may in its sole discretion by notice:

- a) require Contractor promptly to remedy the defect or deficiency;
- b) suspend or terminate all or any part of Work effective upon the giving of the notice; or
- c) do both of the foregoing.

Costs to remedy such defects or deficiencies and any additional costs resulting from shall be for Contractor's account.

11. SUSPENSION AND TERMINATION

11.1 Owner may, at any time, suspend or terminate any part of Work, including all remaining Work, for any reason whatsoever effective immediately upon notice to Contractor. Contractor shall continue to execute any part of Work not suspended or terminated.

11.2 In the event of termination, except where suspension is pursuant to Article 10 Contractor shall be entitled to full payment for the part of the Work done by it

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under the terms and conditions of Agreement up to the effective date of such termination. Owner shall not be held liable for damages or loss of anticipated profits on account of suspension or termination.

12. WARRANTIES AND GUARANTEES

12.1 Contractor warrants and guarantees that all Work will be free from defects in workmanship and materials. Contractor shall remedy at Contractor's cost any defects in Work, provided Contractor is notified by Owner of such defect within one (1) year from the date of acceptance or termination of Work. For apparatus, material and accessories not manufactured by Contractor, Contractor shall obtain such warranties or guarantees as are available from the manufacturers. These shall extend over the longest possible period which shall not be less than one (1) year after acceptance or termination of Work.

13. TITLE

13.1 The title to all Work completed or in the course of being provided and the title to all material and supplies, except tools, equipment and vehicles owned by or rented to Contractor or its Subcontractors, covered by Agreement shall pass to Owner upon delivery to Owner or upon payment by Owner whichever occurs first.

14. LIABILITY AND INDEMNIFICATION

14.1 Subject to Clauses 14.2, 14.3 and 14.5 Contractor:

a) is liable to Owner for all losses, costs, damages and expenses that Owner may suffer, sustain, pay or incur; and in addition

b) shall indemnify and save Owner completely harmless against all actions, proceedings, claims, demands, losses, debts, costs, damages and expenses that may be brought against or suffered by Owner or that it may sustain, pay or incur; as a result of one or more breaches of Agreement, or as a result of the negligence or Willful Misconduct of Contractor, its Subcontractors and their employees and agents in connection with the performance, purported performance, or non-performance of Agreement.

14.2 Subject to Clause 14.9 the liability of Contractor to Owner pursuant to Clause 14.1 in respect of loss of or damage to property, including loss of use thereof, belonging to or in the custody of Owner, is limited to an amount, per any one occurrence, not exceeding the greater of:

a) five thousand dollars (\$5,000); or

b) the amounts recoverable under any insurance plus the amount of any deductible.

14.3 Notwithstanding the limitations in Clause 14.2, Contractor is liable for and in addition, shall indemnify and save Owner completely harmless from any loss of or damage to all equipment, materials, supplies, and structures supplied or procured by Contractor and intended to be used in Work until they are delivered to Work Site.

14.4 Contractor is liable for and, in addition, shall indemnify and save Owner completely harmless from any loss of or damage to Contractor's or its Subcontractors' or their employees' property and rented items.

14.5 Except to the extent provided in Clause 14.2 and subject to Clause 14.9 neither party is liable for any indirect or consequential damages including loss of profits or loss of anticipated profits sustained by the other party in the performance,

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purported performance, or non-performance of Agreement.

14.6 Any protection afforded Contractor or Owner under this Article also applies to the benefit of their respective employees, officers, directors, agents, and Affiliates and to Owner's co-lessees, partners, co-venturers and any Participants (collectively called "Beneficiaries"). It is expressly understood that Owner and Contractor are contracting as agents for their respective Beneficiaries and that Owner and Contractor have the power and authority to do so.

14.7 Notwithstanding the provisions of Clause 14.1, where Work includes servicing an oil well or gas well, Owner shall be responsible for damage to the hole and reservoir, cost of regaining control of any wild well and resultant environmental damage, damage to or loss of Contractor's downhole machinery, tools and equipment while below the surface, except where such loss or damage is due to Contractor's Gross Negligence or willful acts or its own faulty equipment or where such loss of damage is covered by Contractor's own insurance. Owner's liability for such downhole machinery, tools and/or equipment shall be limited to the greater of 75% of actual replacement cost F.O.B. site or actual replacement cost F.O.B. site less a depreciation factor of 1 1/2% per month commencing from the date of the original purchase.

14.8 For the purpose of this Contract, the following definitions shall apply:

"Gross Negligence" is defined by the Law governing this Contract; however, if such Law does not define the term "gross negligence", it means any act or failure to act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences.

"Willful Misconduct" is defined by the Law governing this Contract; however, if such Law does not define the term "willful misconduct", it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Contract.

14.9 Gross Negligence and Willful Misconduct. Notwithstanding anything to the contrary in Contract or a Release Order, 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.

15. INSURANCE

15.1 Without in any way limiting the liability of Contractor under Agreement, Contractor shall carry and maintain in force during term of Agreement the following insurance:

a) automobile liability insurance covering owned, non-owned, and rented automotive equipment used in connection with Work and providing at least one million dollars (\$1,000,000) coverage for injury, death, or property damage resulting from each accident;

b) Contractor's normal and customary comprehensive general liability insurance covering the legal liability of Contractor with limits as contained in such insurance

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or one million dollars (\$1,000,000), whichever is greater, for injury, death, or property damage resulting from each occurrence. Contractor represents and warrants that the above insurance covers loss of or damage to Owner's existing property for which Contractor is responsible pursuant to Clause 14.2; and

c) if the performance of Work requires use of aircraft, aircraft liability insurance covering owned, non-owned and hired aircraft used in connection with Work and providing limits of at least one million dollars (\$1,000,000) for each passenger seat on each aircraft used in connection with Work and in any case not less than five million dollars (\$5,000,000) total coverage for injury, death, property damage and passenger liability resulting from each occurrence, with Owner named as an additional insured; and

d) if the performance of the Work requires use of watercraft, marine protection and indemnity insurance including coverage for illness or death of seamen providing limits of at least two million dollars (\$2,000,000) for each occurrence with Owner named as an additional insured party. Coverage shall include statutory and voluntary insurance for wreck removal and removal of debris for each watercraft providing limits of at least two million dollars (\$2,000,000).

15.2 Upon request, Contractor shall provide Owner's Representative with insurance certificates describing the insurance policies required in Clause 15.1. These insurance policies shall not be cancelled or changed in any manner which could affect Owner's interests unless Owner is given 30 days prior notice of such change.

15.3 Contractor shall require Subcontractors to maintain insurances equivalent to that required in Clause 15.1. If requested by Owner, Contractor shall have Subcontractors furnish the same evidence of insurance required of Contractor in Clause 15.2.

15.4 Any insurance, other than automobile liability insurance, carried by Contractor or Subcontractors shall contain a provision in which the insurer waives any right it may have or be assigned through subrogation to take any action against Owner and Affiliates, or any of their employees, directors, officers, or agents thereof and all other contractors engaged in Work.

16. INTELLECTUAL PROPERTY

16.1 Contractor shall indemnify Owner against all claims and demands of every nature relating to any infringement of copyright, trademark, or letters patent of invention arising out of Agreement.

16.2 When anything arising out of the performance of Work or the provision of services can be protected by patent, copyright, trade secret, trademark, industrial design, or other rights of a similar nature, Contractor assigns to Owner all those rights and agrees to execute any documentation required.

17. FORCE MAJEURE

17.1 No delay or failure in performance by either party hereto shall constitute default hereunder or give rise to any claim for damages if and to the extent such delay or failure is caused by force majeure. Unless such force majeure substantially frustrates performance of Agreement, force majeure shall not operate to excuse, but only delay performance.

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17.2 Force majeure is an occurrence beyond the control and without the fault or negligence of the party affected and which said party is unable to prevent or provide against by the exercise of reasonable diligence including, but not limited to; acts of God, or the Queen's enemy; expropriation or confiscation of facilities; changes in applicable law; war, rebellion, civil disturbance, sabotage or riots, floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; strikes or any other concerted acts of workers; other similar occurrences, but lack of finances shall in no event be deemed to be force majeure.

18. INDEPENDENT CONTRACTOR

18.1 Contractor is an independent contractor, and all persons employed by Contractor in connection with Agreement shall be its employees and not employees of Owner in any respect.

19. CONTRACTOR'S PERSONNEL

19.1 Upon request of Owner, Contractor shall furnish Owner a list showing the names of all persons who will perform Work under this Agreement. Owner may refuse a particular person admission to its premises. Contractor shall require every person entering Owner's premises to be identified by badges satisfactory to Owner.

20. GOVERNING LAW

20.1 The validity of interpretation of Agreement, and the legal relations of the parties, shall be governed by the laws of the Province or Territory in which the Work Site is situated.

21. OWNERSHIP OF DRAWINGS

21.1 All drawings, specifications, computer tapes and other documents prepared by or made available to Contractor under Agreement shall be the property of Owner.

22. NOTICES

22.1 All notices required or permitted to be given under Agreement shall be in writing and delivered to their respective addresses listed on Agreement. Delivery of all notices shall be by hand, mailed by registered first-class mail postage prepaid, or sent by electronic means which can produce a written copy, provided that acknowledgement of receipt of the electronic communication notice be obtained.

23. CONFIDENTIAL INFORMATION

23.1 Contractor agrees to keep confidential any and all information or data which has been made available or is hereafter made available to Contractor by Owner or its affiliates, as well as all information concerning the results of Work under this Agreement.

24. GENERAL

24.1 If the Owner is Hibernia Management and Development Company Ltd. or Syncrude Canada Ltd, it shall mean Owner acting as agent for the Participants, which are the joint interest owners in the Hibernia or Syncrude projects respectively (each as to its respective joint interest therein) or any of them or any of their respective successors or assigns and all rights and interests acquired and all obligations undertaken by Owner hereunder are on behalf of the Participants. Contractor acknowledges and agrees that the liability of the Participants for any breach hereof

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is not joint and several, but separate and distinct and limited to their respective joint interests. Further, all legal rights and remedies available to Owner also extend to the Participants on the same separate and distinct basis. Unless otherwise directed in writing by the Participants, Contractor agrees to deal solely with Owner. 24.2 Contractor expressly understands that Owner is contracting as agent for its affiliates and where Hibernia Management and Development Company Ltd. or Syncrude Canada Ltd is the named Owner, Owner is acting as agent on behalf of the Participants, and that it has the authority to do so.

Exhibit H: Alcohol and Drug Requirements

(Safety Sensitive, Risk Sensitive and Low Exposure Services)

1. Purpose and General Requirements

a. This Exhibit sets forth Alcohol and drug program requirements. Contractor shall comply, and shall ensure that its Subcontractors performing Covered Services as defined below are complying with this Exhibit. Contractor should have a program in place that, at a minimum, includes the requirements set forth in this Exhibit.

b. Some of this Exhibit's requirements are identified in the A&D Exhibit Addendum ("Addendum"), which is available for Contractor review at the following web address: <http://www.exxonmobil.com/usa-english/procurement/searchpage/search.aspx> after entering Document Number NA0200C or such updated Document Number as may be provided by Buyer or an Affiliate. Buyer or an Affiliate (see definition below) may update the Addendum on the Buyer website from time to time and will notify Contractor periodically in writing of such updates ("Update Notice"). The Update Notice will identify the deadline for Contractor's compliance with the updates. Contractor will implement any Addendum updates within the time period specified in the Update Notice.

2. Definitions

For the purposes of this Exhibit H, the following definitions apply:

a. Affiliate # If the term "Affiliate" is not defined in this agreement, then as used in this Exhibit, "Affiliate" means (i) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation; (ii) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"); and (iii) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator.

b. Alcohol - A consumable liquid containing ethanol (e.g., beer, wine, spirits) and powdered Alcohol which can be reconstituted into an Alcoholic drink.

c. Buyer - May be used interchangeably with Purchaser, User, or Company or substantially similar term (but only when Company is the purchasing entity).

d. Buyer Premises # Locations and property, owned (or leased or chartered from others or accessed through rights secured by the Buyer or its Affiliates), operated, and/or controlled by the Buyer or its Affiliates, whether fixed or mobile.

e. Catastrophic Incident - Incidents involving one or more of the following:

- i. multiple fatalities or serious injuries;
- ii. property damage exceeding \$500 million;

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iii. extensive environmental damage, which is defined to mean one or more of the following:

- a) there is a high probability of measurable long-term health effects on employees or non-employees;
- b) fauna and flora populations require long-term restorative periods; or
- c) there is an environmental disaster that has a significant adverse effect on community income or well-being.

f. Collector - A person who 1) collects a specimen from Contractor Personnel, 2) makes an initial inspection of the specimen, and 3) completes the Custody and Control Form (CCF). When Point of Collection (POCT) is used, Collector may be responsible for reading and recording screening test results.

g. Confirmation Test # For drug testing: a second analytical procedure performed by a certified laboratory on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or drug metabolite typically using gas or liquid chromatograph with mass spectroscopy. For Alcohol testing: a breath test using Evidential Breathalyzer testing device (EBT) or a blood test analyzed by a certified laboratory.

h. Contraband

i. any drug or Alcohol-related paraphernalia used or designed for use in testing, packaging, storing, injecting, ingesting, inhaling or otherwise introducing into the human body any Prohibited Substance, or

ii. any paraphernalia or substance used or designed for use to dilute, substitute, or adulterate any Alcohol or drug test specimen, or to otherwise obstruct the Alcohol or drug testing process, or

iii. firearms, ammunition, explosives, and weapons.

i. Contractor # May be used interchangeably with Seller or Supplier or substantially similar term.

j. Contractor Personnel - Contractor's employees, agents, Subcontractors or Subcontractors' employees who perform Covered Services or whom Contractor, its agent, or Subcontractor, plans to return to Covered Services.

k. Covered Services # Performance of services on Buyer Premises.

l. Custody and Control Form (CCF) # The form used to document the collection, custody, and transport of a drug specimen or blood Alcohol specimen until it is received by the laboratory.

m. Cutoff - The decision point or value used to establish and report a specimen as negative or positive.

n. Designated Contractor Representative (DCR) - Contractor Personnel with oversight of the Contractor Alcohol and drug program and authorized by the Contractor to receive test results and make required decisions regarding test results.

o. Disqualified # Contractor Personnel are disqualified from Covered Services if they fail to meet or comply with, or in any way violate this Exhibit.

p. Fatal Flaw - An error that results in a significant break of chain of custody or collection procedures that cannot be corrected and results in a cancelled test (e.g., missing or damaged tamper evidence seal, CCF and specimen ID do not match, missing

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collector name and signature on CCF).

q. Point of Collection Testing (POCT) device (also referred to as Field Screening Device -FSD) - Testing device that is utilized to field-screen a specimen for the presence of Alcohol or drugs.

r. First Aid - First aid refers to medical attention that is usually administered immediately after the injury occurs and at the location where it occurred. It often consists of a one-time, short-term treatment and requires little technology or training to administer. (List of First Aid treatments is found in the Addendum).

s. Laboratory Negative Result - The result reported by a laboratory when a specimen is a valid specimen and contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class.

t. Laboratory Positive Result - The result reported by a laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentration.

u. Medical Review Officer (MRO) - A licensed or certified physician designated by Contractor responsible for the review and verification of the integrity of drug testing results and for final interpretation and reporting of drug test results.

v. MRO Negative # Final classification of a drug test as negative after MRO review of all relevant data (e.g., laboratory test result, donor interview, legitimate medical explanation for use of medication).

w. MRO Positive - Final classification of a drug test as positive after MRO review of all relevant data (e.g., laboratory test result, donor interview, legitimate medical explanation for use of medication).

x. Order - May be used interchangeably with Release Order or substantially similar term.

y. Prescription Drug - A regulated pharmaceutical medicine that requires physician or other qualified healthcare professional authorization before it can be obtained in the jurisdiction where Contractor Personnel are performing Covered Services. The term is used to distinguish it from over-the-counter drugs, which can be obtained without authorization.

z. Prohibited Substances #

i. Marijuana in any form, except as permitted under [z (ii)]. In such cases, permission on Buyer premises will be based on fitness for work and safety risks.

ii. Potentially impairing medications (e.g., may be Prescription Drug or over-the-counter medication or herbal medicine) that is:

1) Used without a prescription, or

2) Used in a manner inconsistent with the prescription or directions for usage, or

3) Used without disclosure to Contractor per Section 7 # Medication Disclosure (Safety Sensitive Contractor Personnel only)

iii. Alcohol

iv. Illicit drugs that are not or cannot be prescribed, or mind-altering substances including all forms of naturally occurring and synthetic drugs, e.g., synthetic cannabinoids, stimulants and hallucinogens that would inhibit the ability of Contractor Personnel to perform work safely.

aa. Random Pool - The pool or grouping consisting of Safety Sensitive (SS) Contractor

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Personnel designated for random testing.

bb. Screening Test (also referred to as Initial Test) - The test used to differentiate a negative specimen from one that requires further testing (i.e., a Confirmation Test) for Alcohol, drugs, or drug metabolites.

cc. Serious Injury - Injuries or illnesses causing significant physical body damage with potential for days away from work.

dd. Stand Down - Requires immediate removal of Contractor Personnel from Covered Services.

ee. Subcontractor - means any subcontractor, supplier, agent or materialman providing materials, equipment or services to Contractor for the purpose of performing the Work.

ff. Under the Influence # is a condition in which the mental or physical faculties are impaired by the use of Prohibited Substances as to reduce ability to think and act with ordinary care and must be indicated by specific, contemporaneous, articulable observations such as appearance, behavior, speech, body odor, etc.

3. Program Management

Prior to starting Covered Services, Contractor must:

a. Submit for Buyer approval Contractor's list of all Safety Sensitive and Risk Sensitive positions on Attachment 1. Such list may be attached to a subagreement or Order.

b. Identify a Designated Contractor Representative.

c. Provide training to Contractor supervisors on random testing notification, Post Incident testing, Reasonable Cause testing, and Stand Down and Disqualified Contractor Personnel requirements.

d. Follow any specific site requirements established by the Buyer under this Exhibit.

4. Prohibitions

Contractor Personnel are Disqualified following non-compliance with the Prohibitions below.

a. Unless specifically authorized in writing by Buyer, while on Buyer Premises (including off-duty time), Contractor Personnel are prohibited from:

i. Using, possessing, selling, manufacturing, distributing, concealing, or transporting any of the following items:

1) Any Prohibited Substance, or

2) Contraband, or

ii. Being Under the Influence of any Prohibited Substance.

b. Contractor Personnel are prohibited from performing Covered Services if they at any time, while employed or being considered for employment by Contractor:

i. Have a confirmed Positive for Alcohol or a MRO Positive for drugs, or

ii. Refuse to test for Alcohol and drugs, or

iii. Switch or adulterate any urine, blood, or any other specimen, or

iv. Participate in any attempt to adulterate or substitute a specimen, or

v. Obstruct the collection or testing process, or

vi. Fail to promptly proceed to a collection site and provide specimens when told to do so, or

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vii. Refuse to sign required forms, or

viii. Fail to cooperate with an inspection.

c. Contractor Personnel are prohibited from operating a vehicle on behalf of the Buyer while Under the Influence.

5. Requirements for Disqualified Contractor Personnel

With respect to Contractor Personnel that are Disqualified from Covered Services:

a. Contractor shall immediately notify Buyer that Contractor Personnel are Disqualified from Covered Services. Contractor need not disclose to Buyer that Disqualification is the result of a Positive Alcohol or drug test.

b. Contractor must not assign or reassign Disqualified Contractor Personnel to Covered Services at Buyer Premises covered by this Agreement, or any other Buyer Premises in the future, except subject to 5 (e) below.

c. Contractor shall immediately or as soon as practicable remove from Buyer Premises Contractor Personnel that are Disqualified.

d. At Buyer's request Contractor shall verify the quality of all Covered Services in which Disqualified Contractor Personnel may have participated, and submit a written report to Buyer that documents the verification, any findings, and the actions taken to assure all deficiencies have been corrected.

e. To return to Covered Services or Buyer Premises, the onus is on the Disqualified Contractor Personnel to make an application to Buyer through his/her employer. The Buyer will consider the application to return the Disqualified Contractor Personnel back to Covered Services or Buyer Premises and advise the Contractor of its decision.

6. Inspection

a. At any time on Buyer Premises, Buyer may conduct or require Contractor to conduct (with consent where appropriate), an unannounced inspection of Contractor Personnel and their property for items that may include: Prohibited Substances or Contraband. Inspections may include, but are not limited to: clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, and vehicles.

b. Buyer or Contractor may authorize inspection specialists, including scent-trained animals to conduct an inspection.

c. If discovery of Prohibited Substances or Contraband cannot be directly associated with individual Contractor Personnel, but can be reasonably associated with a defined group of Contractor Personnel (e.g., people who use one change room), Buyer may conduct or require Contractor to conduct an inspection of Contractor Personnel group's clothing, wallets, purses, baggage, lockers, work areas, desks, tool boxes, vehicles and any other designations by Buyer.

7. Medication Disclosure

Contractor Personnel in Safety Sensitive positions may only use potentially impairing medication (e.g., Prescription Drug, over-the-counter medication, herbal medicine) under the following conditions:

a. Medication(s) have been obtained in a manner consistent with applicable laws and regulations.

b. Contractor Personnel have notified Contractor that they will be in possession of, or using, potentially impairing medication(s).

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c. Contractor's health professional has assessed the capability or fitness of Contractor Personnel to perform Safety Sensitive duties.

8. Position Categories and Testing Requirements

a. Position Categories

All Contractor Personnel providing Covered Services on Buyer Premises shall be assigned to one of the categories below. Detailed guidance is included in the Addendum.

All Safety Sensitive and Risk Sensitive positions must be listed in Attachment 1. The list must be kept current if additional positions are identified.

Safety Sensitive (SS)

Safety Sensitive work means work that has a key and direct role in an operation where impaired performance could result in a Catastrophic Incident affecting the health or safety of people or the environment and where no direct or limited supervision is available to provide frequent operational checks.

Risk Sensitive (RS)

Risk Sensitive work means work that has a direct role in an operation where impaired performance could result in a Catastrophic Incident affecting the health or safety of people or the environment.

Low Exposure (LE)

Any position not included in the definition of Safety Sensitive or Risk Sensitive is defined as Low Exposure.

b. Testing Requirements

Contractor is required to conduct the types of tests indicated for each position category as follows.

Type of Testing Safety-Sensitive Risk-Sensitive Low Exposure

Pre-access Yes Yes No

Reasonable cause Yes Yes Yes

Post-incident Yes Yes Yes

Random Yes No No

c. Pre-access Testing

i. Safety Sensitive personnel must be admitted to Random Pool prior to commencing Covered Services.

ii. A pre-access test is required for Safety Sensitive and Risk Sensitive personnel prior to commencing Covered Service unless a negative result was obtained from any category of test (e.g., Pre-access, Random, Post-incident, Reasonable Cause, etc.) using a drug test panel that meets or exceeds the requirements of this Exhibit within the previous six (6) months.

iii. Contractor Personnel are currently enrolled in a random testing program that complies with the requirements of the Random testing as set forth below.

iv. Contractor Personnel who is actively engaged in Covered Services either on a full-time, part-time or intermittent basis, with no periods of absence exceeding six (6) weeks, unless a negative test result was obtained within the previous six (6) months.

d. Random Testing

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Contractor random testing program must include the following features:

- i. A means of generating random selections using a scientifically valid method (e.g., random number table or computer-based random number generator) matched to a unique personal identifier. The random selection process must preclude Contractor from pre-selecting particular Contractor Personnel for testing.
 - ii. A random testing rate of at least 50% of the total Random Pool per calendar year.
 - iii. Contractor Personnel, who have not been tested to the required drug test panel for any test reason in a two calendar year period, must be selected for an unannounced test before the end of the second calendar year. Example: Individual entered Random Pool in August of Year 1, and was not randomly selected for testing in Year 1 or Year 2, the individual must be selected and an unannounced test completed before the end of Year 2.
 - iv. Selection is the process of randomly choosing individuals from the Random Pool. There must be a minimum of 4 selections per year. (i.e., to achieve the 50% annual testing rate by quarterly selections must be reasonably spread throughout the year which is approximately 12.5% of the Random Pool selected each quarter. For monthly selections, the testing rate must be reasonably spread throughout the year which is approximately 4.2% of the Random Pool selected each month.).
 - v. All Safety Sensitive Contractor Personnel must have an equal chance of being selected in each random selection period (i.e., all Safety Sensitive Contractor Personnel will participate in each random selection period, even if the Safety Sensitive Contractor Personnel were selected for testing in a prior period).
 - vi. If Contractor Personnel are not in the Random Pool when a random selection is made, they must complete another pre-access test before being re-admitted to the Random Pool.
 - vii. Testing is the process of collecting an alcohol and drug testing specimen from an individual and may include field testing of the specimen. Testing must be evenly dispersed throughout the year and must not be predictable. Contractor Personnel must be equally subject to testing regardless of the work day or work shift, and the selection of days and shifts should vary so as to reduce the predictability of testing.
 - viii. Specimen collection must occur within 2 hours of notification to the Contractor Personnel of the need to be tested. Contractor Personnel must proceed to testing immediately after being notified of a test requirement. The reason for any delay must be documented.
 - ix. If the person who normally announces tests is a member of the Random Pool, they must have no advance notice of their own test.
- e. Reasonable Cause Testing
- i. Reasonable Cause testing is conducted when there is suspicion of specific Contractor Personnel being Under the Influence.
 - ii. Contractor shall immediately Stand Down the Contractor Personnel.
 - iii. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, the reason for delay must be documented. Buyer may request to review

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reasons for delay and decide if they are acceptable.

f. Post Incident Testing

i. If the performance of Contractor Personnel contributed to an incident, or cannot be completely discounted as a contributing factor to the incident, Contractor shall immediately Stand Down Contractor Personnel.

ii. Alcohol and drug testing specimen collection must be completed as soon as possible after the decision to test. If specimen collection is not completed within 2 hours, the reason for delay must be documented. Buyer may request to review reasons for delay and decide if they are acceptable.

iii. For purposes of this part, "incident" includes, but is not limited to, an actual event that caused, or had potential to cause, significant safety, environmental, or property damage incidents such as:

- 1) Medical treatment beyond first aid, or
- 2) Reportable environmental release, or
- 3) Disabling damage to a vehicle, or
- 4) Significant property damage.

9. Testing of Government Regulated Positions

a. Contractor Personnel in positions for which Alcohol and/or drug testing is required by regulation will at a minimum be tested according to all aspects of the regulation.

b. In addition to government required testing, Buyer may require Contractor to perform additional testing in accordance with Buyer's testing requirements set forth in this Exhibit. See Global ExxonMobil Addendum for countries where additional requirements apply.

10. Return to Covered Services

a. Alcohol Testing

i. Following Alcohol testing for any test type, Contractor Personnel shall immediately Stand Down if Alcohol screening test result is at or over the screening cutoff level, as defined by the test panel in the Exhibit and Addendum.

ii. If Confirmation Test is negative Contractor Personnel must not return to Covered Services until 8 hours have elapsed.

b. Reasonable Cause and Post Incident Testing - Buyer in its sole discretion will consider Contractor request for Contractor Personnel to return to Covered Services after negative Alcohol and negative drug test results have been documented on Attachment 1a.

c. Fitness for Work - After a fitness for work concern is identified, and before Contractor can return Contractor Personnel to Covered Services, Contractor's health professional must evaluate Contractor Personnel, clear them to return to work, define restrictions if applicable, and document the conclusion. A fitness for work concern may be identified from such events as:

i. MRO review of a Laboratory Positive test result may lead to a MRO Negative determination, but the MRO may identify a fitness for work concern.

ii. A required medication disclosure by those in Safety Sensitive positions or the admission of possession or use of a potentially impairing substance by those in Risk

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Sensitive and Low Exposure positions.

11. Alcohol Testing and Specimen Security

- a. Contractors or its agents shall follow either US DOT procedures for Alcohol testing or the process included in the Addendum.
- b. An Alcohol test is to be done any time a drug test is done.
- c. Contractor shall ensure that all Alcohol test specimens requiring laboratory analysis are stored in a secured location, with at least one physical control point restricting non-Collector access, from the time of collection to the time of pick-up for laboratory shipment.

12. Alcohol and Drug Testing Matrices

- a. Contractor must use only the test matrices (breath, urine, oral fluid, etc.) specified in the Addendum.

13. Drug Specimen Collection / Security

- a. Contractor or its agents shall follow either US DOT procedures for drug specimen collection or those in the Addendum.
- b. Details of Collection Kits are described in the Addendum.
- c. Contractor shall ensure that all drug test specimens requiring laboratory analysis are stored in a secured location, with at least one physical control point restricting non-Collector access, from the time of collection to the time of pick-up for laboratory shipment.

14. Custody and Control Form (CCF)

- a. A CCF is required for every drug test.
- b. Alcohol Screening Test results must be documented on either a CCF or an Alcohol testing form. A CCF is required for every blood Alcohol Confirmation Test. For confirmation Alcohol tests using a breath Alcohol device, result and zero blank printouts must be attached to the CCF or attached to the Alcohol testing form.
- c. Contractor or its agents shall follow the CCF required elements in the Addendum; however the DOT CCF must only be used for DOT-required test.

15. Laboratory Certification / Accreditation

- a. Drug testing must be done at a laboratory certified and/or accredited by a recognized international, national or regional organization that address workplace drug testing to a forensic standard.
- b. Recognized standards are listed in the Addendum.

16. Drug Testing Requirements

- a. Acceptable drug testing methods and Specimen Validity Testing (SVT) requirements are found in the Addendum.

17. Drug Testing using Point of Collection testing Device (POCT)

- a. Contractor may use Buyer approved POCT which follows the Buyer drug test panel, as identified in the Addendum.
- b. All non-negative POCT results must be sent to a certified laboratory for confirmation testing.
- c. Quality Control Checks - When a POCT device is used, Contractor must send 10% of POCT specimen, whether Negative or non-Negative, to the laboratory to confirm POCT accuracy and Collector visual reading of results.

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d. Oral Fluid POCT testing is NOT acceptable to meet Buyer standards.

18. Alcohol and Drug Test Panel and Cutoffs

a. Contractor's Alcohol and drug program will specify substances and screening and confirmation Cutoff levels that comply, at a minimum, with the drug test panel provided in the Addendum.

b. Contractor will include the full Alcohol and Drug test panel in all test types

c. For agreements spanning multiple years, Contractor should review the Addendum found on the website at least annually and ensure its program complies with the latest Buyer drug test panel.

19. Drug Test Review Process by MRO

Contractors or their agents must as a minimum use this process for review of relevant drug test results by a MRO.

a. MRO review is required for:

i. All non-Negative laboratory results, including:

1) Laboratory positive results for drug(s)/drug metabolite(s),

2) Adulterated or substituted specimen

3) Laboratory invalid result

ii. Alleged inability to provide a specimen.

b. MRO review is not required for:

i. Laboratory Negative drug test results.

ii. Laboratory Negative dilute results.

iii. Specimens rejected for testing.

iv. Fatal Flaw.

v. Alcohol Test Results.

Detailed requirements for the MRO Review Process are provided in the Addendum.

c. MRO Qualifications:

An MRO must:

i. Be a physician with a license and/or certification to practice medicine, prescribe medications, and diagnose and treat medical conditions.

ii. Have a working knowledge of workplace drug testing, drug pharmacology and pharmacokinetics.

iii. Have participated in a formal educational program pertinent to workplace drug testing (MROCC # Medical Review Office Certification Council).

20. Third Party Administrator (TPA)

a. Contractor may choose to utilize a TPA to administer their Alcohol and drug testing program.

b. If any TPA processes do not meet the requirements of this Exhibit, the use of such TPA must be specifically approved by Buyer.

c. Contractor remains responsible for compliance. Buyer reserves the right to audit TPA records to ensure Contractor compliance.

21. Membership in an Industry-based Consortium

a. Contractor may choose to comply with this Exhibit through membership in an Alcohol and drug testing Consortium.

b. If any Consortium processes do not meet all the requirements of this Exhibit, the

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use of such Consortium must be specifically approved by Buyer.

c. Contractor remains responsible for compliance. Buyer reserves the right to audit Consortium records to ensure Contractor compliance.

22. Monitoring and Review

a. Buyer requires certain key performance indicators (KPI) to be updated by Contractor quarterly and to be available for review during Buyer/Contractor interface discussions upon Buyer request.

b. The frequency of review will be defined by Buyer.

c. For the avoidance of doubt, data includes Contractor Personnel and all tiers of Subcontractor personnel performing Covered Services.

d. The required KPI#s are provided in the Addendum.

23. Records to be Retained

a. The following documentation is to be retained by Contractor, or accessible on request by Buyer and its authorized agents, assigns, and representatives.

b. Contractor shall retain documents that support compliance with this Exhibit for current calendar year plus the previous six calendar years and have them readily available for review by Buyer. The last records can be discarded six years after termination or expiration of the applicable agreement (including an applicable subagreement, Order, or other contract). Such documentation will be accessible upon request by Buyer or its authorized agents, assigns, or representatives. Contractor shall ensure that its Subcontractors comply with the requirements of the Audit section with respect to Subcontractor#s documents that support compliance with this Exhibit.

c. A comprehensive list of records to be retained is provided in the Addendum.

24. Audit

a. In addition to any other audit rights under the agreement, Buyer shall have the right, at its discretion, to audit Contractor compliance with this Exhibit, including Consortium, TPA or any other service provider as applicable. An audit may be conducted by Buyer or its authorized agents, assigns, and representatives.

b. Upon request, Contractor shall provide documentation supporting compliance with this Exhibit by Subcontractors performing Covered Services.

This Exhibit H - Alcohol and drug requirements does not apply to Syncrude Canada Ltd. (Syncrude). For Syncrude Alcohol and drug requirements, please refer to the Syncrude Job Specification.

Attachment 1

Safety Sensitive and Risk Sensitive Positions

Any position not listed below is defined as Low Exposure, including Contractor management and/or supervisory personnel who enter Buyer Premises solely for meetings, conferences, or worksite inspections.

The following positions will be classified as Safety Sensitive and Risk Sensitive:

A) Safety Sensitive

*

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*
*

B) Risk Sensitive

*
*
*

This list of Safety Sensitive and Risk Sensitive positions is nominated by the Contractor and accepted by the Buyer. The buyer should keep the list current at all times.

Attachment 1a

Alcohol and drug test result

Disclosure consent and contractor certification

Contractor must provide this form to Buyer as part of Contractor request to return individual to Covered Services following a Reasonable Cause or Post Incident test.

Contractor Individual (Printed Name) Individual ID number Specimen ID #

(e.g., SIN, Personnel #, Government ID #)

Consent and Authorization for Disclosure to Buyer of Alcohol and Drug Test Result and Related Information

I hereby consent to disclosure by Contractor and its agents, including, but not limited to, any collecting and testing agencies, of the test result identified above and any related information to Buyer and/or Buyer authorized agents, assigns or representatives.

Signature

Date

Certification of Test Result

Contractor Company Name certifies that the Individual named above was tested on Date Time

And certifies that the Alcohol test result was negative (screening or EBT or laboratory) AND the drug test result was negative (POCT or Laboratory or MRO Negative)

AND

The test specimens were collected within 2 hours of the decision to test (Yes/No).
If no, attach reason for delay.

Designated Contractor Representative Signature

Title

Date

EXHIBIT K

WORKPLACE HARASSMENT

Supplier's employees, agents, and subcontractors who will perform services for or communicate with Imperial Oil employees, agents, customers, or contractors will not engage in any harassment of Imperial Oil employees, agents, customers, or

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contractors. The term "harassment" as used in this Exhibit includes all forms of unlawful harassment; as well as all other forms of harassment, which, while not unlawful, are inappropriate in a business setting, and set forth in the Owner's "Harassment In The Workplace" policy. A summary of the Owner's policy is included in a memorandum addressed to Supplier personnel performing Services for the Owner (See Attachment # Harassment in the Workplace Policy). If any Supplier employees, agents, or subcontractors who perform services for or communicate with Company employees, agents, customers, or contractors have not been informed of the standard of conduct above, Contractor will inform them. Contractor will promptly notify the Imperial Oil contact for the applicable services of any report or complaint of harassment or of any violation of the above standard of conduct. Contractor will cooperate with Imperial Oil in any investigation Imperial Oil may make, including making Contractor employees, agents and subcontractors available for questioning by Imperial Oil's designated investigators. Supplier agrees not to retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of a report of an incident.

#

Attachment

Harassment in the Workplace Policy

Information for Suppliers' Employees Working at Imperial Oil or at ExxonMobil companies in Canada sites

As an employee of a supplier working at an Imperial Oil or ExxonMobil company in Canada (herein referred to as the "Owner"), you should be aware of and understand our standards of conduct at all the Owner's sites. This document outlines our expectations regarding harassment in the workplace.

Supplier's employees, agents, and subcontractors are prohibited from engaging in any act of harassment toward the Owner's employees, suppliers, customers, or other supplier employees.

Employees, agents, and Suppliers are prohibited from engaging in any act of harassment toward other Owner employees, suppliers, customers, or Supplier employees. The Owner's Harassment in the Workplace Policy prohibits all forms of unlawful harassment based on age, sex, race, color, religion, creed, national origin, citizenship, language, marital status, family status, pregnancy and childbirth, sexual orientation, disability/handicap, political belief or any other prohibited ground of discrimination. In addition, the Owner's policy prohibits all other forms of harassment, which, while not unlawful, are considered inappropriate in a business setting. The Owner will not tolerate harassment in the workplace, whether committed by or directed at employees, contractors, suppliers, or customers. Suppliers who violate the policy are subject to removal from the Owner's work assignments.

Examples of behaviors prohibited by our 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

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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 Owner's representative for whom you are performing services as appropriate. We 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 Owner nor your employer will retaliate against anyone who reports an incident of harassment or who cooperates in any investigation of such incidents.

Information on our Harassment in the Workplace Policy has been provided to your employer's management so they are knowledgeable of the standard of conduct expected on the company premises or while performing work for the company.

If you have any questions about this information sheet, please contact your employer.

EXHIBIT R

CELL PHONE USE

The parties hereto agree that Supplier or Contractor, however referred to in the Agreement, Contract, or Order, as the case may be, to which this Exhibit is attached, shall be referred in this Exhibit as "Supplier." As used herein, "Owner" refers to the Owner or Buyer and/or its affiliated companies or Participants as identified in this Agreement, Contract or Order.

Supplier, its employees, agents, and subcontractors shall comply with the requirements set forth in this Exhibit. Supplier shall notify its employees, agents, and subcontractors of the requirements of this Exhibit.

A. Cell-phones, whether hands-free or hand-held, may not be used during the time Supplier is driving while performing services exclusively for Owner, regardless of whether the vehicle is owned by Owner. Without limiting the generality of the foregoing, cell phones may not be used while driving during:

- (i) Travel between sites or locations at which Supplier performs services for Owner ("Owner Sites"), regardless of whether such sites are owned or operated by Owner,
- (ii) Transportation of Owner personnel, regardless of whether non-Owner personnel are concurrently transported, or
- (iii) Travel to a point of departure, such as an airport, train station, or port, for a trip involving business related to Owner.

B. The foregoing prohibition against cell phone use does not apply to:

- (i) The daily commute between the driver's residence and the Owner Site,
- (ii) Commutes between an Owner Site and non-Owner businesses for which Supplier, its employees, agents, or subcontractors may perform work,
- (iii) Common carriers,
- (iv) Private carriers, manufacturers, distributors, and suppliers that transport both Owner and non-Owner items in their vehicles,

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- (v) Citizen band and/or two-way radios,
- (vi) Use while the vehicle is properly parked in a rest area, designated parking area, or other safe location, and
- (vii) Use of cell phones by passengers if the use is not a distraction to the driver of the vehicle.

If this is a release against an existing contract, the terms and conditions for materials provided or work performed shall be in accordance with said contract.

If service spot order:

Contractor and owner agree as follows: contractor shall, in accordance with schedule terms, perform all work and provide all services, supervision, equipment and materials required for the successful and safe completion of work as described in work specification (work) at or to the work site specified in this document. Contract means this agreement and the documents referenced in work specification. In event of conflict between this agreement and any documents referenced elsewhere in contract, this agreement shall govern. This agreement means all consecutively numbered pages commencing on this page 1, and also includes the section entitled "service conditions" and the documents referenced in job specification and any additional pages referenced or attached.

If material spot order

Conditions: this order is comprised of this initial page, purchaser's order conditions document and any other additional pages and attachments referenced in order. Where on-site services will be performed by seller, the addendum attached or previously supplied shall also apply. If applicable, freight for purchaser's account must be invoiced as separate item and supported by a signed bill of lading. Payment will be in Canadian funds unless otherwise specified. Applicable sales taxes must be shown as a separate item along with seller's sales tax registration numbers(s).