MASTER SERVICE AGREEMENT

THIS AGREEMENT ("Agreement"), which comprises the full and complete agreement of the Parties hereto and supersedes all previous agreements between the Parties relating to the subject matter hereof, is entered into the ___ day of ______________________, 20__, by and between EOG RESOURCES, INC., P.O. Box 4362, Houston, Texas 77210-4362, for itself and its wholly owned subsidiaries ("Company"), and _________________________________________________________ ("Contractor"). Company and Contractor are sometimes referred to hereinafter individually as a “Party” or collectively as the “Parties.”

WHEREAS, Company is engaged in the business of exploring for and producing oil, gas and other hydrocarbons in the onshore and offshore areas of the Continental United States for its own account, and for the joint account of itself and others, and in the course of such operations, regularly and customarily enters into contracts with independent contractors for the performance of services relating thereto; and

WHEREAS Contractor, as a service contractor engaged in the business of __________________________________ and any ancillary functions related thereto ("Services"), may agree to perform the Services as an independent contractor for the Company from time to time at Company’s request.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. This Agreement shall be effective as of the date first written above and thereupon shall remain in force and effect until terminated by either Party by giving the other Party thirty (30) days prior written notice. This Agreement shall control and govern all Services performed by Contractor for the Company, under subsequent oral or written work orders, purchase orders or other similar documents issued by or accepted by Company ("Work Order"). Any agreements or stipulations in any such Work Order or other instrument used by Contractor not in conformity with the terms and provisions of this Agreement, or that purport to add to the rights of Contractor Group or to restrict the rights of Company Group, shall be null and void. No waiver, modification or amendment of any of the terms, provisions or conditions herein shall be effective unless said waiver, modification or amendment shall be in writing and signed by authorized representatives of Company and Contractor. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors or assigns; provided, however, this Agreement or the Services provided hereunder shall not be assigned nor subcontracted by Contractor without the written consent of Company; any assignment or subletting permitted by Company shall not relieve Contractor of its obligations herein. No representative of Company has authority to waive any of the terms, conditions or provisions hereof other than an officer with the rank of Vice President or higher, acting with express authority from the Board of Directors.

2. This Agreement does not obligate the Company to order Services from the Contractor, nor does it obligate Contractor to accept orders for Services from Company, but it, together with the commercial specifications and technical parameters in any applicable Work Order, shall define the rights and obligations of Company and Contractor during the term thereof and will
continue to govern such Services until they have been completed by Contractor and accepted by Company. Notwithstanding the foregoing, Company may terminate any Work Order at any time upon written notice, with or without cause, and no amount shall be owed except for Services properly performed prior to termination.

3. The amount of compensation payable to Contractor, unless otherwise provided by law, rule or regulation, shall be that agreed to by Company and Contractor at the time the Work Order is given. Contractor shall, unless otherwise directed, submit invoices for approval to the Company division office which requests the Services, and Company shall, unless otherwise provided for herein, pay Contractor for the Services rendered within thirty (30) days after receipt of the invoice covering such Services. Final payment shall be due after the full and final completion of the Services by Contractor within thirty (30) days of submission of a proper invoice and the final acceptance of the Services by Company. Company may withhold payment for all or such portion of any invoice which it deems necessary to protect itself under applicable mechanics or materials lien statutes or about which there is a bona fide dispute, but shall pay all other amounts as above prescribed. Contractor shall maintain during the course of the Services (and retain not less than three years after the completion thereof) complete and accurate records of all of Contractor's costs which are chargeable to the Company under this Agreement. The Company shall have the right, at reasonable times, to inspect and audit those records by authorized representatives of its own or any accounting firm selected by it. The records to be maintained and retained by Contractor shall include (without limitation): (a) payroll records accounting for total time distribution of Contractor's employees working full or part time on the Services (to permit tracing to payroll records and related tax returns), as well as canceled payroll checks (or signed receipts for payroll payments in cash); (b) invoices for purchases, receiving and issuing documents, and all other unit inventory records for Contractor's stores stock or capital items; (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges (including, but not limited to, equipment rental); and (d) travel and entertainment documentation (including, but not limited to, employee expense reports and Contractor facility usage reports).

4. Contractor warrants that: (a) it is an expert in its field; (b) all Services will be performed or rendered safely and in a good and workmanlike manner in accordance with industry standards; (c) Contractor has adequate equipment in good working order and fully trained personnel capable of efficiently and safely operating such equipment and performing the Services for Company; (d) Contractor regularly conducts training and safety programs; (e) all materials, equipment, goods, supplies or manufactured articles furnished by Contractor in the performance of the Services shall be of suitable quality and workmanship for their intended purposes, in accordance with Company’s specifications, and shall be free from defects; (f) Contractor shall abide by all of Company’s policies, rules, guidelines and procedures applicable to the Services, including without limitation those related to safety, substance abuse, environmental conditions and conflict of interest; and (g) Contractor will not employ any employee whose employment violates applicable labor laws. Contractor further covenants, warrants and represents that all Services performed by it hereunder shall be conducted in accordance with all safety manuals or publications issued by Company and in accordance with applicable safety regulations, precautions and procedures and by employing all necessary protective equipment and devices required by safety associations, government agencies, municipalities, or otherwise. Any breach of this safety
covenant shall be grounds for immediate suspension of Services and/or termination of any Work Order and/or this Agreement. Contractor will replace, at its sole expense, any of its employees whose replacement is requested by Company for any non-discriminatory reason. Contractor agrees to inspect all materials and equipment furnished by Company which are directly employed in providing Services hereunder and shall notify Company of any defects therein before using such material and equipment. Should Contractor use materials and equipment without notifying Company of any defect, Contractor shall be deemed to have assumed all risks and liability for any mishap which may occur in operations conducted hereunder by reason or failure of said defects in such materials and equipment, except for failures due solely to latent defects unless such latent defects could have been discovered by Contractor using reasonable diligence at the time of Contractor's inspection of such materials and equipment. Without limiting Company's remedies, Contractor agrees that any portion of the Services or goods found to be defective or contrary to Company's specifications, or any wreck or debris caused by Contractor that interferes with Company's operations, shall be removed, replaced, or corrected by Contractor without additional cost or risk to Company. Contractor agrees to indemnify Company Group from and against any damages, losses, claims, adjustments, suits, penalties, demands, expenses (including reasonable attorneys' fees or other expenses) or causes of action directly or indirectly resulting from any breach of these warranties. Any warranties Contractor receives from third party manufacturers shall be passed through to Company.

5A. In the performance of any Services by Contractor for Company, Contractor shall be conclusively deemed an independent contractor, with the authority and right to direct and control all of the details of the Services, Company being interested only in the result obtained. However, all Services contemplated shall meet the approval of Company and shall be subject to Company's general right of inspection. Company shall have no right or authority to supervise or give instructions to the employees, agents or representatives of Contractor, and such employees, agents or representatives at all times shall be under the direct and sole supervision and control of Contractor. Any suggestions or directions which may be given by Company or its employees shall be given only to the superintendent or other person in charge of Contractor's crew. It is the understanding and intention of the Parties hereto that no relationship of master and servant or principal and agent shall exist between Company and the employees, agents or representatives of Contractor.

5B. To the extent that Contractor's employees (defined, for purposes of this Agreement, to include Contractor's direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act, LSA R.S. 23:1021, et seq., notwithstanding the foregoing or any other provision to the contrary in this Agreement, Company and Contractor agree that all Services and operations performed by Contractor and its employees pursuant to this Agreement are an integral part of and are essential to the ability of Company to generate goods, products and services for purposes of LSA R.S. 23:1061 (A)(1). Furthermore, Company and Contractor agree that Company is the principal or statutory employer of Contractor's employees for purposes of LSA R.S. 23:1061 (A)(3) and the protections afforded a statutory employer under Louisiana law shall apply. Irrespective of Company's status as the statutory employer or special employer (as defined in LSA R.S. 23:1031) of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its
employees and shall not be entitled to seek contribution for any such payment from Company, and Company shall be entitled to indemnity from Contractor for any such payment made by Company.

6A. Definitions. As used in this Agreement, the following terms and/or phrases shall be defined as follows:

(1) “REGARDLESS OF NEGLIGENCE OR OTHER FAULT” SHALL, EXCEPT AS OTHERWISE EXPRESSLY MODIFIED, BE DEFINED TO MEAN WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES THEREOF, INCLUDING PRE-EXISTING CONDITIONS, STRICT LIABILITY, UNSEAWORTHINESS, UNAIRWORTHINESS, DEFECT, OR THE NEGLIGENCE OR OTHER FAULT OF ANY INDEMNITEE OR ANY OTHER PERSON OR ENTITY, WHETHER SUCH NEGLIGENCE OR OTHER FAULT BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, OR WHETHER SUCH NEGLIGENCE, FAULT, UNSEAWORTHINESS, UNAIRWORTHINESS, DEFECT, CONDITION, OR EVENTS ARISE BEFORE OR AFTER THE EXECUTION OF THIS AGREEMENT.

(2) “Affiliate” or “Affiliates” shall mean, with respect to any legal entity, any other legal entity that owns or controls the first entity, is owned or controlled by the first entity, or is under common ownership or control with the first entity. For the purpose of this definition, “control” means the ownership, directly or indirectly, of fifty (50) percent or more of the voting rights in a legal entity.

(3) “Company Group” shall mean individually and collectively: (a) Company, (b) its Affiliates, (c) the co-lessees, partners, joint venturers, co-owners, members and managers of (a) and (b), (d) Company’s contractors and subcontractors of every tier (except for the Party named herein as “Contractor” and any member of its Group as defined below in Section 6A(4)) and their Affiliates, and (e) the agents, officers, directors and employees of (a), (b), (c), and (d).

(4) “Contractor Group” shall mean individually and collectively: (a) Contractor, (b) its Affiliates, (c) the co-owners, members and managers of (a) and (b), (d) Contractor’s subcontractors of every tier and their Affiliates, and (e) the agents, officers, directors and employees of (a), (b), (c) and (d).

(5) “Claims” shall mean all claims, demands, causes of action, liabilities, damages, judgments, fines, penalties, awards, losses, costs, expenses (including, without limitation reasonable attorneys’ fees and costs of litigation) of any kind or character arising out of, or related to, the performance of or the subject matter of this Agreement (including, but not limited to, property loss or damage, bodily injury, sickness, disease or death, loss of services and/or wages, or loss of consortium or society).

6B. CONTRACTOR AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL CLAIMS, WITHOUT LIMIT, ON ACCOUNT OF BODILY INJURY, SICKNESS, DISEASE OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY OF CONTRACTOR GROUP ALLEGEDLY OR ACTUALLY SUSTAINED DURING, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO, THIS AGREEMENT OR THE OPERATIONS CONTEMPLATED THEREBY, INCLUDING ANY LOADING, UNLOADING, INGRESS, OR EGRESS OF CARGO OR PERSONNEL, REGARDLESS OF NEGLIGENCE OR OTHER FAULT OF COMPANY GROUP.

6C. COMPANY AGREES TO RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD CONTRACTOR GROUP HARMLESS FROM AND AGAINST ALL CLAIMS, WITHOUT LIMIT, ON ACCOUNT OF BODILY INJURY, SICKNESS, DISEASE
OR DEATH, OR LOSS OF OR DAMAGE TO PROPERTY OF COMPANY GROUP ALLEGEDLY OR ACTUALLY SUSTAINED DURING, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, OR IN ANY WAY CONNECTED WITH OR INCIDENTAL TO, THIS AGREEMENT OR THE OPERATIONS CONTEMPLATED THEREBY, INCLUDING ANY LOADING, UNLOADING, INGRESS, OR EGRESS OF CARGO OR PERSONNEL, REGARDLESS OF NEGLIGENCE OR OTHER FAULT OF CONTRACTOR GROUP.

6D. As set forth in Paragraph 17, Company and Contractor have agreed on the law by which this Agreement, including the indemnity obligations contained herein, shall be governed. In the event any other law is required to apply to this Agreement or the indemnity obligations contained herein, and such law prevents enforcement of such obligations, then such indemnity obligations shall be reformed to the minimum extent necessary to make this Agreement comply with such laws.

6E. The Parties agree that the indemnities provided by Contractor under this Agreement shall be supported by insurance carried and maintained by Contractor for the benefit of Company of such types and in amounts equal to or greater than the minimum limits set forth in Exhibit “A” hereto, and the indemnities provided by Company shall also be supported by insurance for the benefit of Contractor in amounts equal to or greater than the minimum limits required to be carried by Contractor. Any deductibles under Contractor’s insurance policies shall be for the sole account of Contractor, and Company shall have no liability for same.

6F. For the purposes of this Paragraph 6, the term “employee” of Contractor shall include all employees of Contractor even if one of Contractor’s employees is determined to be a borrowed employee or statutory employee of any other entity.

6G. In the event of loss or damage sustained by third parties other than Contractor Group or Company Group as defined above in Paragraph 6A, each Party shall only be liable for such loss and/or damages to the extent of its own proportionate fault or negligence.

7. Contractor (and each subcontractor) shall comply with, and before performing any Services hereunder provide Company certificates of insurance evidencing compliance with, the minimum insurance requirements set forth in Exhibit “A” attached hereto, which are not intended in any way to limit the extent of Contractor’s indemnity obligation provided for in Paragraph 6 above unless required by applicable law. Notwithstanding the foregoing, Company’s failure to object to an improper or incomplete certificate of insurance, or the Contractor’s failure to provide such a certificate, shall not relieve Contractor of any of its insurance obligations under this Agreement. In the event non-maritime Services are to be performed in or offshore Louisiana for which the Louisiana Anti-Indemnity Act would apply, Company agrees that it will, on behalf of Company Group, pay the premium for the extension of Contractor’s insurance to cover Company Group as set forth in Exhibit “A”.

8. Contractor shall report to Company as soon as practicable all accidents or occurrences resulting in injury, illness or death to any person or entity, or damage to or loss of property of any person or entity, arising out of or during the course of Contractor’s providing Services for Company, and when requested shall furnish Company with a copy of reports made by Contractor to Contractor’s insurer or to others of such accidents and occurrences.
9. Contractor agrees to comply with all laws, rules, regulations and orders, be they federal, state or local ("Laws") which are applicable to Contractor's business, equipment or personnel engaged in operations and in effect when providing Services covered by this Agreement. Contractor expressly agrees to indemnify Company from and against any fines, penalties, costs or expenses of any kind or character resulting from its failure to comply with all Laws in effect when providing Services covered by this Agreement. If any of the terms hereof are in conflict with any applicable Laws, the terms of this Agreement so in conflict shall not apply and the applicable Laws shall prevail.

10. Contractor agrees and shall cause each member of Contractor Group to pay all taxes, licenses and fees levied or assessed by any governmental agency in connection with or incidental to Contractor's performance under this Agreement or under any related subcontract, including but not limited to any unemployment compensation insurance, old age benefits, social security or any other taxes upon the wages of Contractor or any subcontractor, and its and their agents, employees and representatives. Contractor agrees to reimburse Company on demand for all of such taxes or governmental charges, state or federal, which Company may be required to pay on behalf of Contractor or any member of Contractor Group. Contractor agrees to furnish Company with the information required to enable Company to make such necessary reports and to pay such taxes or governmental charges. All sums so paid by Company for such taxes or governmental charges from such amounts as may be or become due to Contractor hereunder shall be paid to Company by Contractor on demand or, at Company's election, deducted from any payments due Contractor pursuant to this Agreement.

11. CONTRACTOR SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL LIENS AND CLAIMS FOR LABOR OR MATERIALS INCURRED OR ASSERTED BY ANY MEMBER OF CONTRACTOR GROUP WHICH ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND FROM COSTS AND EXPENSES INCURRED BY COMPANY GROUP, INCLUDING REASONABLE ATTORNEY'S FEES AND LITIGATION COSTS, TO DISCHARGE OR OBTAIN THE RELEASE OF SUCH LIENS AND CLAIMS. All expenses of Company Group, including reasonable attorneys fees and costs of litigation incurred on account of the liens or claims indemnified in this paragraph, shall be paid to Company by Contractor on demand or, at Company's election, deducted from any payments due Contractor pursuant to this Agreement.

12. Neither Company nor Contractor shall be liable to the other for any delays, damage or failure to act, which are due, occasioned or caused by reason of: (a) state or federal laws, rules, or regulations, or orders of any public bodies or official purporting to exercise authority or control respecting the Services provided hereunder, including the use of tools and equipment; or (b) strikes, actions of the elements, or causes beyond the control of the Parties affected hereby. Delays due to any of the above causes shall not be deemed to be a breach or a failure to perform under this Agreement. Nothing in this paragraph shall excuse Company or Contractor from complying with the obligations set forth in Paragraph 6.

13. Contractor agrees to release, protect, defend, indemnify and hold Company Group harmless from any and all Claims which may be based upon the infringement of any copyright, trademark, issued patent or other intellectual property right in
connection with Contractor’s performance of the Services hereunder, or the use of materials or equipment furnished by Contractor Group hereunder.

14. To the extent required by applicable law and not otherwise exempt, Contractor agrees to comply with the requirements and statements found in the Equal Employment Opportunity Certificate attached hereto and incorporated herein as Exhibit “B”. Contractor agrees to comply with Company’s Code of Business Conduct and Ethics for Vendors and Contractors, attached hereto and incorporated herein as Exhibit “C”. This code requires that conduct of vendors and contractors who do business on behalf of EOG shall be based upon high ethical standards and in compliance with the law. Contractor agrees to comply with Company’s Drug-Free Workplace Policy, attached hereto and incorporated herein as Exhibit “D”.

15. Some of the Services Contractor will be called upon to perform hereunder, as well as information furnished to or acquired by Contractor in connection herewith, is highly confidential. Accordingly, any and all information concerning the Services or the business of Company which is furnished to Contractor Group, developed or secured during the performance of the Services under this Agreement, or which otherwise comes into Contractor Group’s possession shall be considered to be confidential and shall be protected by Contractor Group to the same extent that Contractor group protects its own confidential information, in any event not less than a reasonable standard, and shall be used by Contractor Group only to provide Services to Company. The foregoing shall not apply to such confidential information to the extent: (a) the information is or becomes generally available or known to the public through no fault of the receiving party; (b) the information was already known by or available to the receiving party on a non-confidential basis prior to the disclosure by the other party; (c) the information is subsequently disclosed to the receiving party by a third party who is not under any obligation of confidentiality to the disclosing party; (d) the information has already been or is hereafter independently acquired or developed by the receiving party without violating any confidentiality agreement or other similar obligation; or (e) the information is required to be disclosed pursuant to a non-appealable court order, provided that Contractor shall first give notice of any such request or order of the court to give Company an opportunity to contest or limit said request or order of the court.

16. Any notices provided for herein shall be in writing and sent by prepaid mail with a return receipt to the respective Parties at their addresses stated below:

CONTRACTOR: COMPANY:
_________________________________________ EOG Resources, Inc.
_________________________________________ P.O. Box 4362
_________________________________________ Houston, Texas 77210-4362
Attn: _____________________________________ Attn: Purchasing

Notices shall be deemed received when actually received at the address identified in this Paragraph 16.

17. THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE GENERAL MARITIME LAW OF THE UNITED STATES, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT.

18. Notwithstanding any provisions herein to the contrary, upon the termination of this Agreement for any reason whatsoever, the provisions of this Agreement which by their nature require some action or forbearance after such termination, including but not limited to those related to indemnities, warranties, confidentiality and insurance, shall survive such termination and be binding until any actions, obligations and/or rights therein provided have been satisfied or released.

19. It shall be conclusively presumed that each and every provision of this Agreement was drafted jointly by the Parties hereto. A waiver by either Party of any one or more defaults by the other hereunder shall not operate as a waiver of any other existing or future default or defaults, whether of a like or different character.

20. In the event any Affiliate of Contractor performs Services for Company at Company’s request, this Agreement shall apply to such Services and the term “Contractor” shall be deemed to include Contractor and the applicable Affiliate.

21. SPECIAL PROVISIONS:

_______________________________________________________________________________________________________
_______________________________________________________________________________________________________
_______________________________________________________________________________________________________
_______________________________________________________________________________________________________

SIGNATURE PAGE FOLLOWS
22. Both Parties agree that this Agreement complies with the requirements, known as the express negligence and conspicuousness rules, to expressly state in a conspicuous manner to afford fair and adequate notice that this Master Service Agreement has provisions requiring one Party (the indemnitor) to be responsible for the negligence, strict liability, or other fault of another person or entity (the indemnitee). Both Parties represent to each other that (a) they have consulted an attorney concerning this Master Service Agreement or, if they have not consulted an attorney, that they were provided the opportunity and had the ability to so consult, but made an informed decision not to do so, and (b) they fully understand their rights and obligations under this Master Service Agreement.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement to be effective on the date first hereinabove written.

CONTRACTOR:                      COMPANY: EOG Resources, Inc.

_____________________________________ _____________________________________
Signature                               Signature

_____________________________________ _____________________________________
Printed Name                            Printed Name

_____________________________________ _____________________________________
Title                                   Title
EXHIBIT “A”
Master Service Agreement
Minimum Insurance Requirements

As used throughout this Exhibit “A”:

- The terms “Company Group” and “Contractor Group” shall have the same meaning as set forth in the Master Service Agreement to which this insurance exhibit applies; and
- The term “marine operations” shall include any operations on, over, or adjacent to navigable waters or involving maritime workers.

A. WITHOUT LIMITING the indemnity obligations or liabilities of Contractor or its insurers, Contractor shall carry the following minimum insurance coverages:

1. **Worker’s Compensation and Occupational Disease Insurance** purchased through an insurance company or a state fund (irrespective of statutory requirements) covering the states in which (a) Services are to be performed, (b) the Contractor’s employees reside and (c) the Contractor is domiciled.

2. **Employer’s Liability Insurance** with limits of not less than $1,000,000 covering injury or death to any Contractor employee which may be outside of the scope of the Worker’s Compensation statute of the state in which the Services are performed and specifically including:
   a. “Borrowed Servant” endorsement in favor of Company Group as follows:
      
      "It is agreed that a claim against Company Group (as defined in the applicable Master Service Agreement), and their respective underwriters, by an employee of the Contractor Group based on the doctrine of "Borrowed Servant" shall as respects this insurance be treated as a claim arising under this policy against the Contractor hereunder, and Company Group, and their respective underwriters, shall receive benefit of this insurance with respect to such claims."
      
      or

      “Alternate Employer” endorsement with Company Group shown as the Alternate Employer on the endorsement.

   b. IN THE EVENT, and only in the event, the Services include any marine operations, the following additional insurance/endorsements to the Employer’s Liability Insurance are required:
      1. Protection for liabilities under the Federal Longshoremen’s and Harbor Worker’s Compensation Act and the Outer Continental Shelf Lands Act
      2. Coverage for liability under the Merchant Marine Act of 1920 (commonly known as the Jones Act); the Admiralty Act; and the Death on the High Seas Act with minimum limits of not less than $1,000,000 per accident
      3. Protection against liability of employer to provide transportation, wages, maintenance and cure to maritime employees and a Voluntary Compensation Endorsement
      4. Coverage amended to provide that a claim “In Rem” shall be treated as a claim “In Personam” against the employer
      5. Other states endorsement

3. **Commercial General Liability Insurance** with minimum combined single limits of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage, including but not limited to the following coverage:
   a. Premises and Operations Coverage
   b. Contractual Liability covering liabilities assumed under this Agreement, including “Action Over” claims
c. Broad Form Property Damage Liability Endorsement

d. Products and Completed Operations (for a minimum of two years after completion of the Services)

e. Contractor's Protective Liability (if subcontracting is authorized)

f. Explosion, Collapse and Underground Damage (X,C,U) Liability

g. Blowout and Cratering

h. Sudden and Accidental Pollution

i. IN THE EVENT, and only in the event, the Services include any marine operations, the following additional insurance/endorsements to the Commercial General Liability Insurance are required:

1. “In Rem” endorsement
2. Hired / Non-owned watercraft – all watercraft exclusions deleted

4. **Automobile Liability Insurance** (including contractual liability unless provided in the Commercial General Liability policy) covering owned, hired, and non-owned vehicles with minimum combined single limits of not less than $1,000,000 for Bodily Injury and Property Damage.

5. **Property/Physical Damage Insurance:** Covering loss of or damage to equipment and machinery used by the Contractor Group in the performance of Services set forth in this Agreement, including loss or damage during loading, unloading, and while in transit. Such coverage shall be on an all-risk basis or its equivalent, subject to a limit of not less than the agreed value at the time of loss, with any and all deductibles to be assumed by, for the account of, and at Contractor's sole risk.

6. **Aircraft Liability Insurance:** IN THE EVENT, and only in the event, any operations require the use of aircraft and/or helicopters owned or chartered by the Contractor or Contractor Group, minimum combined single limit insurance shall be maintained for public liability, passenger liability and property damage liability in an amount of not less than $5,000,000; this insurance shall cover all owned and non-owned aircraft, including helicopters, used by Contractor in connection with the performance of the Services set forth in this Agreement. Such insurance may be provided by the owner of the aircraft and/or helicopters under a charter or other agreement, obligating such owner to the indemnity and insurance provisions in this Agreement.

7. **Marine Operations Insurance:** IN THE EVENT, and only in the event, any operations require the use of any vessel or other marine equipment owned, operated, or chartered by the Contractor or Contractor Group, the following additional insurance is required:

   a. **Hull & Machinery Insurance** – Full Form Hull & Machinery Insurance (AIHC form), including collision liability, to the extent not covered by the Protection & Indemnity Insurance, with the sistership clause unamended, with minimum limits of liability at least equal to the full agreed value of the vessel. If any vessel engages in towing operations, said insurance shall include full Tower's Liability with the sistership clause unamended.

   b. **Protection & Indemnity Insurance** – Form SP-23 coverage with minimum limits at least equal to the full agreed value of each vessel or $10,000,000, whichever is greater, including coverage for Masters and Members of the Crews of Vessels if coverage for maritime employees is not provided under category A.2.b.3 above, and including Collision and Tower's Liability.

   c. **Voluntary Removal of Wreck/Debris Insurance** – Covering Contractor's operations in a minimum amount of not less than $1,000,000 per occurrence.
d. **Charterer’s Liability** – A charterer’s and/or marine operator’s liability policy covering non-owned vessels with minimum limits of at least $1,000,000 unless coverage is afforded in the P & I policy or elsewhere.

e. Such insurance may be provided by the owner of the marine equipment under a charter or other agreement, obligating such owner to the indemnity and insurance provisions in this Agreement.

f. All policies under this category A.7 shall be endorsed as follows:

1. To provide full coverage to Company Group as additional insured without limiting coverage to liability “as owner of the vessel” and to delete any “as owner” clause or any other language purporting to limit coverage to liability of an insured “as owner of the vessel”; and

2. To delete any language limiting coverage for Company Group in the event of the applicability of the Limitation of Liability Statute.

8. **Professional Liability Insurance**: IN THE EVENT, and only in the event, the Services performed under this Agreement are by a licensed professional, Contractor shall carry Professional Liability Insurance with minimum limits of not less than $1,000,000 per claim and in the aggregate, covering all liability arising out of or based upon negligent errors, omissions and acts, in the performance of, or failure to perform, the Services in a professional capacity. Such insurance shall have a retroactive date prior to the performance of any Services to be provided under this Agreement, shall have a policy period extending through the completion of Services under this Agreement, and shall state that in the event of cancellation, material change or non-renewal, the discovery period for insurance claims (tail coverage) shall be at least three (3) years after completion of the Services under this Agreement. Company shall be provided with a copy of any exclusions that underwriters may have placed on Contractor’s policy, or which are placed on Contractor’s policy during the performance of Services under this Agreement.

9. **Excess / Umbrella Liability**: Provide excess / umbrella liability insurance (with coverage at least as broad as underlying) for categories A.2, A.3, A.4 and A.8 above with minimum limits not less than $1,000,000 per occurrence (and, when applicable, for categories A.6 and A.7 above with minimum limits not less than $10,000,000 per occurrence), including a “drop down” provision should an aggregate limit be exhausted, which coverage shall be in a form satisfactory to the Company.

B. **EVERY INSURANCE POLICY** maintained by Contractor which provides any coverage relating to the Services performed under this Agreement, whether or not in excess of the minimum limits required by this Agreement, must be endorsed as follows:

1. “Underwriters waive their rights of subrogation (whether by loan receipts, equitable assignment, or otherwise) against Company Group as defined in the applicable Master Service Agreement.”

   “Contractor waives its rights of subrogation against Company Group and Company Group’s insurers, and Contractor warrants that Contractor’s policies have been endorsed as required above.”

2. To provide adequate territorial limits and comply with all applicable state and national laws or regulations.

3. Except for Worker’s Compensation, Employer’s Liability and, if applicable, Professional Liability insurance, all policies shall name Company Group as additional insured and all such insurance policies shall be specified as primary regardless of any other insurance carried by Company Group. All policies naming Company Group as additional insureds shall provide coverage to the additional insureds on a broad form basis with such additional insured coverage being just as broad as the coverage provided to the named insured, including coverage for the sole or concurrent negligence of each additional insured and not being restricted to (a) “ongoing operations,” (b) coverage for vicarious liability, or (c) circumstances in which the named insured is partially negligent. Any policy that limits coverage afforded to Company Group as additional insureds to liabilities arising out of acts or omissions of Contractor, or any similar limitation, shall not be in compliance with the requirements of this Agreement. The coverage afforded as an additional insured is intended to be distinct from and in addition to any liability of Contractor to indemnify Company Group.

4. All policies described below shall provide 30 days written notice to Company of cancellation or any material change.
5. Company reserves the right to require certified copies of any or all policies, and any deviation from the minimum requirements listed below must be submitted to Company for written approval prior to commencement of Services.

6. All premiums and deductibles shall be at the sole expense of Contractor.

7. Prior to commencement of Services, a certificate of insurance with attached endorsements as required by this Agreement must be furnished to Company.

8. It is understood and agreed that the insurance required by this Exhibit shall not be invalidated as regards the interest of Company Group by any act or neglect of the named insured or any member of Contractor Group.

C. FAILURE OF CONTRACTOR GROUP TO SECURE the insurance coverages, or to comply fully with any of the insurance provisions of this Agreement, or to secure such endorsements on the policies as may be necessary to carry out the terms and provisions of this Agreement shall be the responsibility of Contractor and shall in no way act to relieve Contractor from the obligations of this Agreement, any provisions hereof to the contrary notwithstanding. In the event that liability for loss or damage be denied by the underwriter(s), in all or in part, because of breach of said insurance by Contractor or for any other reason, or if Contractor or its subcontractors fail to maintain any of the insurance herein required, CONTRACTOR SHALL RELEASE, DEFEND, HOLD HARMLESS AND INDEMNIFY COMPANY GROUP AND THEIR INSURERS AGAINST ALL CLAIMS, DEMANDS, COSTS AND EXPENSES, INCLUDING ATTORNEY’S FEES, WHICH WOULD OTHERWISE BE COVERED BY SAID INSURANCE EVEN IF THE LIABILITY ARISES OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF COMPANY GROUP. Notwithstanding anything to the contrary herein, Contractor’s indemnification obligations under this Agreement (express or implied) shall not be limited to the amounts or to the scope of coverage provided by insurance that is required of Contractor under the terms hereof.

D. IN THE EVENT, and only in the event, non-maritime Services are to be performed in or offshore Louisiana for which the Louisiana Anti-Indemnity Act would apply, Company agrees that it will, on behalf of Company Group, pay the premium for the extension of Contractor’s insurance to cover Company Group as an additional insured (together with a waiver of subrogation and a provision that such coverage is to be primary for Company Group) and Contractor agrees that its insurers (or their representative or agent) will invoice Company the premium for such extension of coverage in favor of Company Group and that if such premium will exceed $500 for Services performed onshore or exceed $1,000 for Services performed offshore, Contractor will advise Company prior to execution of this Agreement. Contractor warrants that such premium shall constitute all of the material cost for such extension of coverage. At each renewal, Contractor shall advise Company with respect to the amount for the premium required for such extension of coverage and shall arrange to have Company invoiced for the appropriate premium. In the event that Company is not invoiced for the premiums as discussed above, Contractor shall become the primary insurer for the coverage that would otherwise have been applicable if the Company had been properly invoiced.
EXHIBIT "B"
CONTRACTOR’S CERTIFICATION

A. EQUAL EMPLOYMENT OPPORTUNITY

It is hereby agreed that, where applicable, the following provisions (which are also set forth in Section 202 of Executive Order No. 11246 of September 24, 1965) are made a part of each agreement and purchase order presently existing or which may be entered into hereafter, between Contractor and Company.

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other terms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants of employment, notices to be provided by the contracting officer, setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representatives of the Contractor’s commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of all the rules, regulations and relevant orders of the Secretary of Labor.

5. Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of Contractor’s noncompliance with the nondiscrimination clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

B. EQUAL EMPLOYMENT OPPORTUNITY REPORTING

If applicable, Contractor agrees to file with the appropriate federal agency a complete and accurate report on Standard Form 100 (EEO-1) within thirty (30) days after the signing of its agreement or the award of any such purchase order, as the case may be (unless such a report has been filed in the last twelve (12) months), and agrees to continue to file such reports annually, on or before March 31. (41 CFR 60-1.7[a])
C. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

1. Contractor agrees to develop and maintain a current written affirmative action compliance program for each of its establishments in accordance with the regulations of the Secretary of Labor promulgated under Executive Order No. 11246, as amended (41 CFR 60-1.40).

2. Contractor, by entering into this Agreement, certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.

3. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this Agreement. As used in this certification, the term "segregated facilities" means, but is not limited to, any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods), it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):
NOTICE TO PROSPECTIVE SUBCONTRACTORS
OF REQUIREMENT FOR CERTIFICATIONS
OF NONSEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967 Order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each subcontractor or for all subcontracts during a period (i.e. quarterly, semi-annually, or annually).

A. EMPLOYMENT OF VETERANS

1. The Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Clause set forth at Section 60-250.4 of Title 41 Code of Federal Regulations is hereby incorporated herein by reference. (This clause is applicable to all contracts or purchase orders for $10,000 or more.)

2. Contractor agrees further to place the above provisions in any subcontract nonexempt under the rules and regulations promulgated by the Secretary of Labor under the Vietnam Era Veterans Readjustment Assistance Act of 1974.

B. EMPLOYMENT OF HANDICAPPED PERSONS

1. The Affirmative Action for Handicapped Workers Clause set forth in Section 60-741.41 of Title 41 Code of Federal Regulations is hereby incorporated herein by reference. (This clause is applicable to all contracts or purchase orders for $2,500 or more.)

2. Contractor agrees further to place the above provision in any subcontract nonexempt under the rules and regulations promulgated by the Secretary of Labor under the Rehabilitation Act of 1973.
EOG RESOURCES, INC.
CODE OF BUSINESS CONDUCT AND ETHICS
FOR VENDORS AND CONTRACTORS

Introduction

It is the policy of EOG Resources, Inc. and its subsidiaries (together, “EOG”) that the conduct of employees and others who do business with or on behalf of EOG shall be based upon high ethical standards and in compliance with the law. This Code of Business Conduct and Ethics for Vendors and Contractors (“Contractor Code”) covers a wide range of business practices and procedures that may be relevant to vendors and contractors. It does not cover every issue that may arise, but it sets out basic principles to guide vendors and contractors in their dealings relating to EOG.

EOG is committed to being a responsible corporate citizen. This Contractor Code is an integral part of that commitment. We expect our vendors and contractors to comply with both the letter and spirit of the Contractor Code and seek to avoid even the appearance of improper behavior.

In addition to this Contractor Code, EOG’s Code of Business Conduct and Ethics for Directors, Officers and Employees (“Employee Code”) is available on EOG’s internet site at www.eogresources.com/about/corpgov.html or from EOG’s General Counsel and Chief Compliance Officer.

Anyone who violates the standards in this Contractor Code will jeopardize their relationship with EOG, including possible termination of the relationship. If you become aware of a situation that you believe may violate this Contractor Code or the Employee Code, you should report your concerns immediately in accordance with the procedures described in Section 2 of this Contractor Code. No adverse action will be taken against anyone for making a complaint or disclosing information in good faith, and any retaliation against a person who in good faith reports any violation or suspected violation of the Contractor Code or Employee Code will be subject to disciplinary action.

1. Compliance with Laws, Rules and Regulations

Obeying the law, both in letter and in spirit, is the foundation on which EOG’s ethical standards are built. All vendors and contractors acting on behalf of EOG must respect and obey the laws of the cities, counties, states and countries in which we operate. Although not everyone is expected to know the details of these laws, it is important to know enough to determine when to seek advice from the appropriate EOG personnel.

If you are uncertain as to whether a course of action is in compliance with the law, you should ask for guidance from your legal advisors or contact EOG’s Legal Department.
2. Reporting Procedures

EOG vendors and contractors have the responsibility to report violations of this Contractor Code or other conduct relating to EOG’s business that they suspect may be unethical or in violation of the law. To report a suspected violation or when in doubt about the best course of action in a particular situation:

- Talk with your contact at EOG
- Talk to a member of EOG’s Compliance Committee (General Counsel; Chief Financial Officer; Vice President, Human Resources, Vice President, Internal Audit; or Director of Compliance) or any of the officers and directors of EOG whose contact information is found (at the “Corporate Governance” link) on EOG’s internet site.
- Call the EOG Business Conduct and Ethics Hotline. It is available 24 hours a day at 800-826-6762 (call collect if outside the United States and Canada). You may choose to remain anonymous when calling the Hotline.

3. Workplace Safety and Security and Protection of the Environment

EOG strives to provide a safe and healthy work environment. Vendors and contractors working on EOG property have responsibility for maintaining a safe and healthy workplace by following safety and health rules and practices and reporting accidents, injuries and unsafe equipment, practices or conditions.

Violence and threatening behavior are not permitted. Firearms and other weapons are strictly prohibited on EOG property or on the person of anyone while conducting EOG business, unless authorized in writing for special circumstances by EOG’s Vice President, Human Resources.

Vendors and contractors are required to report to the work site in condition to perform their duties, free from the influence of drugs or alcohol. The use, possession or distribution of illegal or unauthorized drugs or alcohol on EOG time or on EOG premises will not be tolerated.

EOG is committed to safeguarding the environment and conducting our business worldwide in a manner designed to comply with all applicable environmental laws and regulations, and applying responsible standards where such laws or regulations do not exist.

4. Conflicts of Interest

Business decisions must be based solely on what is best for EOG and not improperly influenced by personal or family interests. Contractors dealing with vendors on behalf of EOG are expected to avoid conflicts of interest that could be detrimental to EOG. In addition, vendors and contractors are expected to respect EOG’s conflicts of interest policy with respect to their dealings with EOG employees, so that EOG employees can remain in compliance.
A “conflict of interest” exists when a person’s private interest interferes in any way with the interests of EOG or makes it difficult for a person to perform his or her work for EOG objectively and effectively. Conflicts of interest may also arise when an employee or contractor, or a member of his or her family, receives improper personal benefits as a result of his or her position or relationship with EOG.

Conflicts of interest by EOG employees are prohibited as a matter of company policy, unless disclosed and approved in accordance with the Employee Code. Similarly, contractors dealing with a vendor on behalf of EOG must disclose potential conflicts with that vendor to their EOG contacts, so that arrangements can be made to avoid the conflicts. For example, the decision to use that business and the approval of invoices may be handled by someone other than the employee or contractor with the potential conflict. Actions or situations that might involve a conflict of interest, or the appearance of one, require disclosure and include the following:

- Employee or contractor (or a family member) working for an EOG vendor or contractors.
- Employee or contractor (or a family member) holding a financial interest in an EOG vendor.

In addition, employees and contractors may not solicit, accept or retain any gift, entertainment, trip, loan, discount, guarantee of an obligation, service, or other benefit from any organization or person doing business with EOG, other than (i) modest, non-cash gifts or entertainment as part of normal business courtesy and hospitality that would not influence, or reasonably appear to influence, an officer or employee to act in any manner not in the best interest of EOG or (ii) a nominal benefit that has been disclosed and approved in accordance with the Contractor Code or EOG policy.

Contractors who are offered gifts and entertainment with a value greater than $200 by an EOG vendor should disclose the offer to their EOG contact and obtain approval prior to accepting.

Conflicts of interest may not always be clear-cut, so if you have a question, you should consult with appropriate EOG personnel.

5. Corporate Opportunities

Vendors and contractors may not use EOG property, information, or position for improper personal gain, or to compete with EOG directly or indirectly. Vendors and contractors are prohibited from taking for themselves personally or for their families opportunities that are discovered through the use of EOG property, information or position unless such opportunity is first disclosed and offered to EOG, which affirmatively decides not to pursue it. Approval is required in writing from EOG’s Chairman and Chief Executive Officer.

6. Confidentiality

Vendors and contractors must maintain the confidentiality of all proprietary information entrusted to them by EOG or others with whom EOG does business, except when disclosure is
authorized by EOG’s Legal Department or required by laws or regulations. Confidential information includes all non-public information that, if disclosed, might be of use to competitors, or harmful to EOG or others with whom EOG does business. It also includes non-public information that vendors, customers and other companies have entrusted to EOG. Proprietary information includes seismic, geological and geophysical data, prospect and trend information, intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as exploration, production and marketing plans, engineering and manufacturing ideas, designs, databases, records, salary information and any unpublished financial data and reports. Unauthorized use or distribution of this information is a violation of EOG policy. Such information is to be used solely for EOG purposes and never for the private gain of a vendor, contractor or any third party. The obligation to preserve and protect confidential or proprietary information continues even after the relationship with EOG ends.

7. Protection and Proper Use of Company Assets

EOG assets should be used only for the legitimate business purposes of EOG. Vendors and contractors should endeavor to protect EOG’s assets and ensure their proper and efficient use. Protecting company assets against loss, theft and misuse is everyone’s responsibility. If you become aware of the theft or misuse of Company assets, immediately report the matter to your EOG contact or report using the procedures described in Section 2 of this Contractor Code.

8. Competition and Fair Dealing

We seek to outperform our competition fairly, honestly and in full compliance with applicable laws, including antitrust laws. We seek competitive advantages through superior performance, never through unethical or illegal business practices. Vendors and contractors should respect the rights of, and deal fairly and honestly with, EOG’s customers, vendors, competitors and employees. No vendor or contractor should take unfair advantage of anyone through manipulation, concealment, abuse of privileged information, misrepresentation of material facts, or any other intentional unfair-dealing practice.

Antitrust Laws. Antitrust laws, also known as competition laws outside the United States, are designed to ensure a fair and competitive free market system. We will comply with the applicable antitrust and competition laws wherever we do business. Some of the most serious antitrust offenses occur between competitors, such as agreements to fix prices. Therefore it is important for vendors and contractors to avoid discussions with EOG competitors, on behalf of EOG, regarding pricing, terms and conditions, costs, marketing or production plans and any other proprietary or confidential information. Antitrust laws may also apply in circumstances such as benchmarking efforts, trade association meetings or strategic alliances among competitors. If you believe a conversation with a competitor enters an inappropriate area, end the conversation at once and consult EOG’s Legal Department.

Unauthorized Taking or Use of Information. The unauthorized taking or use of proprietary information from other companies, possessing trade secret information that was obtained without legal authority, or inducing such disclosures by past or present employees of other companies is prohibited as a matter of EOG policy.
9. **Insider Trading**

Vendors and contractors in possession of material information about EOG must abstain from trading in EOG securities until such information is generally and publicly available by means of a press release or other public filing or disclosure by EOG. Such material “inside information” might include earnings estimates, stock and dividend activity, changes of control or management, pending mergers, sales, acquisitions, reserves numbers or other significant business information or developments. Providing such inside information to others who then trade on it is also strictly prohibited. Trading on inside information is also a violation of federal securities law. If you have any questions, please consult EOG’s Legal Department.

10. **Anti-Corruption**

All EOG vendors and contractors must comply with the U.S. Foreign Corrupt Practices Act (“FCPA”) and the anti-corruption laws of the countries where the EOG vendors and contractors conduct EOG business. EOG policy prohibits bribery in any form, defined as providing or receiving any payments or other things of value in order to gain or maintain business in a corrupt manner or to obtain an improper business advantage. This includes giving bribes to government officials as well as commercial bribery among private business counterparties. Contact EOG’s Legal Department with any questions or for guidance in a particular situation. **If you become aware of a situation that you believe may violate the FCPA or the anti-corruption laws of the country in which you are conducting EOG business, you should report your concerns immediately in accordance with the procedures described in Section 2 of this Contractor Code.**

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As part of EOG’s compliance program we communicate regularly with our employees and those doing business with EOG regarding our policies and commitment to conducting EOG’s business in accordance with high ethical standards and in compliance with the law. We believe our vendors and contractors share this commitment; this Contractor Code is intended to reinforce both your and our commitment to doing business “the right way.” We value our business relationship with you and appreciate your cooperation.
Policy & Procedure

Effective: April 9, 2009

Drug-Free Workplace Policy

Purpose
The objective of the Drug-Free Workplace Policy (the "Policy") is to provide a safe and productive work environment free from the misuse of drugs and the abuse of alcohol. The Policy will be administered in a manner which is consistent with all applicable local, state, provincial and federal laws and regulations pertaining to drugs and alcohol. Compliance with this Policy is a condition of initial and continued employment with EOG (as defined in this Policy).

Covered Persons
This Policy applies, to the extent set out in this Policy, to all applicants for employment, all Company employees, contractors, visitors and other persons while they are on Company Premises or are using Company Property or engaged in Company business. In addition to this Policy, applicants and employees performing functions covered by the U.S. Department of Transportation's ("DOT") regulations will be covered by other policies and procedures regarding drugs and alcohol.

Individual contractors who are providing services for the Company will be expected to comply with this Policy in addition to any policies or procedures regarding drugs and alcohol that are administered by the contractor's employer.

Prohibited Conduct
The use, manufacturing, distribution, dispensing, possession, sale, or being under the influence of Prohibited Drugs or alcohol is prohibited at all times while on Company Premises, using Company Property, or engaged in Company business.

Accordingly, the following conduct is prohibited:

- Being under the influence of, using or having possession of Prohibited Drugs while on Company Premises, using Company Property, or engaged in Company business;
- Being under the influence of alcohol, using or having possession of alcohol while on Company Premises, using Company Property or engaged in Company business, with the exception that use of alcohol at Company-sponsored events is not prohibited by this Policy, provided the use remains moderate.
- Refusing to consent in writing to a test to determine the presence of Prohibited Drugs or alcohol if requested by the Company;
- Refusing to cooperate in any test to determine the presence of Prohibited Drugs or alcohol if requested by the Company; and
- Refusing to consent to a search of Company Property, including a search of the individual's personal belongings which are on or within Company Property, to determine if the individual is in violation of this Policy.
Definitions
The following definitions apply to this Policy:

"Company" or "EOG" means EOG Resources, Inc. and all of its United States and Canadian subsidiaries, affiliates, and joint venture systems operated by EOG Resources, Inc., including without limitation EOG Resources Canada Inc. and EOG Resources Canada, an Alberta partnership.

"Company Premises" means without limitation all real property owned, leased, controlled or managed by the Company, including parking lots, and all buildings, facilities, and structures on such property.

"Company Property" means without limitation, all property, other than real property, owned, rented or leased by the Company or used in the conduct of Company business including personal property and vehicles at such times as the personal property and vehicles are located on Company premises or being used to conduct Company business.

"Prohibited Drugs" means any substance other than alcohol that can alter the mind or function of the human body, or impair the ability to safely perform the individual's job. These substances include, without limitation, inhalants and all substances whose possession or use is illegal under local, state, provincial or federal laws. Over the counter medication and prescription drugs if taken by the person for whom such drugs are prescribed and in the dosage and frequency directed by the label or prescribing physician are not included within the term Prohibited Drugs.

"Under the influence" means for Prohibited Drugs as having any detectable amount or any detectable metabolite in the body and for alcohol means having .04% or greater blood alcohol concentration in the body.

Over-the-Counter Medication and Prescription Drugs
Over-the-counter medication and prescription drugs prescribed by a licensed medical practitioner for the individual using or possessing them are generally not prohibited by this Policy, provided they were lawfully obtained and are not consumed at a frequency or quantity greater than the dosage prescribed or otherwise recommended on the medication's label. However, an employee taking any prescription or over-the-counter drug or medication, regardless of whether it was lawfully obtained and properly consumed, which may adversely affect the employee's ability to perform work in a safe manner (i.e., medications which warn of drowsiness or cautions regarding the operation of a motor vehicle or machinery), must notify the employee's supervisor or, if not available, another management representative prior to starting work and immediately after entering Company Premises. The employee's supervisor, in consultation with appropriate medical personnel if necessary, will decide if the employee may remain at work or on Company premises and what work restrictions or accommodations, if any, are necessary. Information regarding an employee's use of medication and any other information provided by appropriate medical personnel will be kept strictly confidential and will be disclosed only to Company management on a need-to-know basis and in accordance with the law.

A contractor who is taking any prescription or over-the-counter drug or medication, which may adversely affect the individual's ability to perform services for the Company in a safe manner, must notify a supervisor with the Company or a Company on-site representative who is familiar with the contractor's services for the Company. A decision will be made by Company management, in consultation with appropriate medical personnel and the contractor's employer, if necessary, regarding whether the contractor may perform services for the Company. However, at any time, the Company may request that the contractor not perform services for the Company.

Corrective Action
Compliance with this Policy is, where applicable, a condition of initial and continued employment. An employee who violates this Policy shall be subject to immediate disciplinary action, up to and including
Exhibit D

termination of employment, unless prohibited by law. Where applicable, an applicant who refuses to consent to a drug test or tests positive will be ineligible for employment. A contractor who violates this Policy shall no longer be permitted on Company Premises and shall no longer provide services for the Company.

Types of Drug & Alcohol Testing

To enforce this Policy, the Company reserves the right, as a condition of employment, and as a condition of being on Company Premises or using Company Property, to require all persons covered by this Policy to consent and submit to such tests at such times as the Company in its sole discretion determines appropriate.

Subject to all applicable local, state, provincial or federal laws and regulations, the Company conducts the following types of drug and alcohol testing:

- **Pre-employment** – U.S. applicants who have been given a conditional offer of employment will be asked to submit to a test for drugs. Canadian applicants for safety-sensitive positions who have been given a conditional offer of employment may be asked to submit to a test for drugs and/or alcohol.

- **Reasonable Cause** - If the Company has reasonable suspicion that an individual is in violation of this Policy, whether based upon actions, appearance, or other conduct which, in the Company’s sole opinion, is indicative of the use of illegal drugs or alcohol in violation of this Policy, the individual may be required to submit to drug and/or alcohol testing as a condition of continued employment.

- **Post-Accident** - All individuals involved in conduct, which results in an accident causing personal injury to the employee or another person (and such accident or resulting personal injury occurs at a time when the employee or such other person is at work or acting on behalf of, or in connection with his or her employment or with his or her services for the Company), damage to Company Property, or damages to a third party’s property caused while driving a Company vehicle may be asked to submit to a drug and alcohol test. All test samples will be taken at the earlier of (i) any medical treatment or (ii) as soon as possible after the accident.

- **Random/Safety-Sensitive Positions** - All persons working in safety-sensitive positions are subject to periodic, unannounced testing under this Policy, unless prohibited by law. The selection procedure for safety-sensitive positions will be at the Company’s sole discretion and in accordance with applicable law.

- **Post-Rehabilitation** – EOG Employees who participate in a rehabilitation program for drugs or alcohol are required to take a drug and alcohol test upon completion of their treatment, and to undergo individual, unannounced drug and alcohol testing, from time to time, at the Company’s request for up to two years. Such testing will be in addition to any other testing provided in this Policy.

- **DOT Required** – In addition to being subject to this Policy, employees performing functions covered by the DOT’s regulations regarding drug and alcohol use and testing are expected to know and follow these regulations. In compliance with these regulations, the Company conducts random, unannounced drug and alcohol testing of all employees covered under DOT guidelines.

- **Other Testing Consistent with this Policy** – In addition to the types of testing specifically described in this Policy, the Company may require individuals to submit to other testing which is consistent with the enforcement of this Policy.
Exhibit D

Substances to be Tested
The Company reserves the right to test for any substance or medication, including prescription drugs which could adversely affect the safety, judgment or actions of the individual. Typically, these tests include detection of the following non-prescription substances:

- Marijuana (THC Metabolite)
- Cocaine
- Amphetamines and Methamphetamines
- Opiates (including Heroin)
- Phencyclidine (PCP)
- Alcohol

Medical Review Officer
An individual who receives a positive drug or alcohol test result will be given an opportunity to provide an explanation to a medical review officer (“MRO”). The MRO is a medical professional who is trained to interpret drug and alcohol test results. If the MRO concludes that there is an explanation for the positive drug or alcohol test result other than conduct which violates this Policy (such as the proper use of a drug as prescribed by the individual’s physician) the test result will be reported to the Company as “negative”.

If, however, the MRO concludes that there is no such medically legitimate explanation for the test result, the Company will be advised that the individual’s test result was positive. The individual may request a retest of the sample, at the individual’s expense, within 72 hours of being notified by the MRO of the positive result. If the drug is present on the retested sample, it is reconfirmed as positive.

EOG’s Employee Assistance Program and Rehabilitation
The Company has an Employee Assistance Program (“EAP”). The Company’s EAP is only available to EOG employees and their dependents. The Company will work reasonably and confidentially with an employee who voluntarily seeks professional help for substance abuse, and employees are encouraged to obtain professional help when needed by utilizing the EAP. An employee’s decision to seek assistance whether under the EAP or other voluntary rehabilitation will not be used as the basis for disciplinary action; however, an employee cannot avoid required testing or disciplinary action under this Policy by choosing to use the EAP or otherwise seek voluntary rehabilitation. Use or prospective use of the EAP does not exempt or excuse a violation of this Policy. In some situations, an employee may be referred by the EAP or the employee’s own physician to a rehabilitation program. An employee’s participation in a rehabilitation program for drugs or alcohol may be covered by the Company’s health insurance benefits; employees are advised to consult the group health insurance plan for further information. If an employee participates in a rehabilitation program for drugs or alcohol, the employee will not be able to return to work until the employee has provided documentation that the employee has successfully completed the rehabilitation program and that the employee is able to perform the essential functions of the job, with or without an accommodation. In addition, employees will be subject to Post-Rehabilitation testing pursuant to this Policy.

Searches
The Company reserves the right to conduct searches without prior notice to determine if employees or contractors are in violation of this Policy. Searches may be conducted without the presence of the individual. In addition, searches may be conducted after a canine, trained to locate the presence of illegal drugs, has indicated that illegal drugs may be in the area.

All areas of Company Premises or Company Property may be searched, including Company vehicles, work locations, stations, offices, desks, files, lockers, etc. Personal belongings of employees or contractors, including personal vehicles, may also be searched if on or within Company Premises. While the primary purpose of the search will be to determine if an employee or contractor is in violation of this Policy, the Company may discipline employees or prohibit contractors from providing services for the Company based on the results of a search, even if the contents found in the search are unrelated to this Policy. Searches will be conducted in compliance with applicable local, state, provincial and federal laws.
Exhibit D

**Notification of Criminal Drug or Alcohol Violation**

An employee is responsible for making the following notifications to the Company related to a criminal drug or alcohol violation:

- An employee must notify the employee's supervisor or Human Resources Representative no later than 5 days after being convicted of a criminal drug statute as a result of a workplace drug offense.

- An employee must notify the employee's supervisor or Human Resources Representative immediately of any drug or alcohol-related motor vehicle arrest, charge, or citation received while operating a Company vehicle.

- An employee employed as a Commercial Driver's License ("CDL") driver for Company business or who drives a motor vehicle as part of the employee's job duties, must report any drug or alcohol-related suspension of a driver’s license immediately upon returning to work.

- An employee employed as a CDL driver for Company business or who drives a motor vehicle as part of the employee's job duties, must report any drug or alcohol-related motor vehicle arrest, charge, or citation occurring whether the employee is operating a Company or a non-Company vehicle at the time of the violation, immediately upon returning to work.

**Exceptions and Interpretations**

This Policy is subject to all applicable local, state, provincial and federal laws or regulations. Employee questions regarding the interpretation of this Policy should be referred to the appropriate Human Resources Representative. Contractor questions regarding the interpretation of this Policy should be referred to EOG's Safety and Environmental Department. This Policy does not constitute nor imply a contract between the Company and its employees. Consistent with applicable law, the Company reserves the right to amend this Policy at any time. Nothing in this Policy will alter the at-will employment relationship established between the Company and any of its U.S. employees.