

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. 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, insurance, warranties, audit and confidentiality) shall survive such termination and be binding until any actions, obligations and/or rights therein provided have been satisfied or released. 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"). No representative of Company has authority to waive or modify any of the terms, conditions or provisions hereof; any such waiver or modification shall only be effective in a writing specifically referencing this Agreement and signed by an officer of each Party with the rank of Vice President or higher. 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 prior written consent of Company; any assignment or subletting permitted by Company shall not relieve Contractor of its obligations herein.

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 (or within twenty-one (21) days in the case of Services provided in New Mexico) after receipt of an undisputed invoice covering such Services. If any costs are billed by Contractor to Company more than one year after the initial date of Services, Company shall have the right to refuse payment for such Services. Contractor shall include in its invoices for Services amounts payable by Contractor for New Mexico gross receipts taxes ("NMGR") due with respect to such Services. If not separately stated on an invoice, Company shall be entitled to presume that the invoice price includes all NMGR payable by Contractor with respect to the Services, and Company will not subsequently reimburse Contractor for NMGR after payment of the invoice. Contractor shall provide to each subcontractor, vendor or lessor of a construction service or construction-related service or construction material rendered or delivered in connection with the Services a nontaxable transaction certificate (e.g., a New Mexico Taxation and Revenue Department Type 6 Nontaxable Transaction Certificate) and such other documentation as may be requested by any such subcontractor, vendor or lessor to enable such subcontractor, vendor or lessor to claim a deduction from gross receipts for sales or leases made to Contractor in connection with delivery of the Services hereunder. Company shall not be liable to Contractor for payment of NMGR paid to subcontractors, vendors or lessors to the extent that such payments could have been avoided by Contractor's compliance with the requirements of Sections 7-9-51, -52 and -52.1 of the New Mexico Gross Receipts and Compensating Tax Act, and the regulations promulgated thereunder. Before payments are made by Company to Contractor, Company may require Contractor to furnish proof (including, but not limited to, affidavits of payment, lien releases or as may otherwise be permitted under applicable laws) that there are no unsatisfied claims for labor, materials, equipment and supplies, or for injuries to persons or property not covered by insurance. Final payment shall be due after the full and final completion of the Services by Contractor within thirty (30) days (or within twenty-one (21) days in the case of Services provided in New Mexico) of submission of a proper invoice and the final acceptance of the Services by Company. No later than seven (7) days after receipt of payment by Company, Contractor shall make payment to its subcontractors and suppliers for amounts owed for work performed in connection with the Services for which payment was made by Company. Company may withhold payment for all or such portion of any invoice which it deems necessary to protect itself under applicable subcontractors, mechanics, materialmen's, mineral property, oil and gas, or other lien statutes or about which there is a bona fide dispute, but shall pay all other amounts as above prescribed. Notwithstanding the foregoing, in the event that any payments are to be made prior to completion of the Services, Company reserves the right to

retain ten percent (10%) of all undisputed amounts owed to Contractor as retainage. If such retainage is withheld, Company will release such retainage, and make payment to Contractor, at the time the Contractor has complied with all requirements of the Work Order when the final invoice is paid. 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) records accounting for total time distribution of Contractor's employees working full or part time on the Services, as well as 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 Workers' 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.

5C. 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 New Mexico Workers' Compensation Administration Act, NMSA 1978 § 52-1-1, 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 are part of the Company's trade and business. Furthermore, Company and Contractor agree that Company is the statutory employer of Contractor's employees for purposes of NMSA 1978 §52-1-22 and the protections afforded a statutory employer under New Mexico law shall apply.

Irrespective of Company's status as the statutory employer or special employer of Contractor's employees, Contractor shall remain primarily responsible for carrying workers' compensation insurance and the payment of New Mexico 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. CONTRACTOR EXPRESSLY AGREES TO INDEMNIFY COMPANY FROM ALL LOSSES, DAMAGES, CLAIMS, COSTS, LIABILITIES, AND/OR OTHER EXPENSES ARISING OUT OF OR INCURRED IN CONNECTION WITH CLAIMS BROUGHT BY CONTRACTOR GROUP REGARDING ALLEGED OR ACTUAL MISCLASSIFICATION AS INDEPENDENT CONTRACTOR STATUS.

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 18, 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. 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.

6F. 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. 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. It is further agreed that while the insurance is partially intended in support of the aforementioned indemnity obligations contained within Paragraph 6, the insurance obligations herein constitute a separate and distinct obligation from and in addition to those indemnity obligations.

8. 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".

9. 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.

10. 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 HEREBY AGREES AND ACKNOWLEDGES THAT IT WILL BE SOLELY RESPONSIBLE FOR THE CLASSIFICATION OF THE STATUS OF ALL PERSONNEL, LABOR, OR OTHER WORKERS WITH RESPECT TO THE PERFORMANCE OF ITS OBLIGATIONS TO COMPANY, INCLUDING, BUT NOT LIMITED TO, ALL DESIGNATIONS OF INDEPENDENT CONTRACTOR OR EMPLOYEE STATUS AND EXEMPT OR NON-EXEMPT DESIGNATIONS UNDER THE FAIR LABOR STANDARDS ACT AND APPLICABLE STATE LAW. 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, INCLUDING ALL LOSSES, DAMAGES, CLAIMS, COSTS, LIABILITIES, AND/OR OTHER EXPENSES ARISING OUT OF OR INCURRED OF ANY ALLEGED OR ACTUAL MISCLASSIFICATION OR MISDESIGNATION OF ANY INDIVIDUAL WORKING WITH CONTRACTOR. 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.

11. 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 and 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.

12. Contractor agrees to pay all claims for labor, materials, services, and supplies incurred by Contractor and shall not allow any lien or charge to be fixed upon the land on which the Work is performed, any equipment or property thereon (including any drilling rig, well, or lease, if applicable), or upon any property of any member of Company Group. CONTRACTOR SHALL RELEASE, PROTECT, DEFEND, INDEMNIFY AND HOLD COMPANY GROUP HARMLESS FROM AND AGAINST ALL LIENS AND CLAIMS FOR LABOR, MATERIALS, SERVICES OR SUPPLIES 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 attorney's 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. If Contractor shall fail or refuse to pay any claims or indebtedness incurred by Contractor in connection with the Services as provided hereunder, it is agreed that Company shall have the right to pay any such claims or indebtedness out of any money due or to become due to Contractor hereunder. Notwithstanding the foregoing, Company agrees that it will not pay any such claim or indebtedness as long as Contractor notifies Company in writing that such claims and/or indebtedness are being actively contested by Contractor and that Contractor has taken all actions necessary (including the posting of a bond when appropriate) to protect the property interests of Company and any other party affected by such claim, lien, or indebtedness and provides evidence thereof.

13. 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.

14. 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.

15. 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".

16. 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.

17. 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:

Attn: _____

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

Notices shall be deemed received when actually received at the address identified in this Paragraph 17.

18. 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. WHERE MARITIME LAW IS SILENT, OR IF IT IS JUDICIALLY DETERMINED THAT THE PARTIES' CHOICE OF MARITIME LAW IS UNENFORCEABLE, THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, AND EXCLUDING APPLICATION OF THE INDEMNITY LIMITATIONS OF CHAPTER 127 OF THE TEXAS CIVIL PRACTICES AND REMEDIES CODE (OR ANY SUCCESSOR STATUTE) UNLESS THE APPLICABLE

SERVICES ARE BEING PERFORMED IN TEXAS. THE REFERENCE TO GENERAL MARITIME LAW AND THE LAW OF THE STATE OF TEXAS SHALL NOT INCLUDE ANY CHOICE OF LAW PROVISIONS WHICH WOULD REFER THE MATTER TO THE LAWS OF ANY OTHER JURISDICTION.

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

REFERENCE ONLY, NOT AN OFFICIAL DOCUMENT

22. Both Parties agree that this Agreement complies with the requirements under the law of the State of Texas, 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 as of the date first written above.

CONTRACTOR:

Signature

Printed Name

Title

COMPANY:

EOG Resources, Inc.

Signature

Printed Name

Title

REFERENCE ONLY, NOT AN OFFICIAL DOCUMENT

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.

<p>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:</p> <ol style="list-style-type: none"> 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.

<p>IN THE EVENT, and only in the event, the Services involve transporting hazardous materials for any reason, the transporting contractor will be required to maintain Automobile Liability insurance in the form of a motor carrier or truckers policy that contains MCS 90 coverage.</p>
--

- 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 \$2,000,000 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 \$5,000,000 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 and non-contributory regardless of any other insurance carried by or available to, 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 and the indemnity obligations should, in no way, be read as a limitation upon the Company Group's status as an additional insured.
4. All policies described herein shall provide 30 days' prior written notice to Company of cancellation, in addition, Contractor (and/or Contractor's agent or broker) shall also provide 30 day's prior written notice to Company of (i) any cancellation, (ii) reduction in specified policy limits, (iii) any material change to the required coverage which adversely affects Company or (iv) non-renewal to any of the policies described herein.
5. Company reserves the right to require certified copies of any or all policies, and any deviation from the minimum requirements 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. Every insurance policy maintained by Contractor which provides any coverage relating to the Services performed under this Agreement shall be written by a reputable insurance company with a current Best's Guide Rating of A- and Class VII or better (latest edition in effect as of the date of this Agreement and subsequently in effect as of the date of renewal of Contractor's policies) and authorized to do business in the state(s) in which the Services are to be provided.
- D. 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.
- E. 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.

REFERENCE ONLY, NOT AN OFFICIAL DOCUMENT

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, as amended (reprinted in 41 CFR 60-1.4(a)) 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 forms 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, sexual orientation, gender identity, 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 September 30 (41 CFR 60-1.7[a]).

C. AFFIRMATIVE ACTION COMPLIANCE PROGRAM

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).

D. CERTIFICATE OF NONSEGREGATED FACILITIES

1. By entering into this Agreement, Contractor, as specified in 41 CFR 60-1.8, certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained.
2. 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. Segregated facilities include those that are segregated by explicit directive or those that are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin, because of habit, local custom, or otherwise; provided, that separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy as appropriate.
3. Contractor further agrees that it will obtain identical certifications from proposed subcontractors prior to the award of any subcontracts, unless such subcontracts are exempt under 41 CFR 60-1.5.

E. EQUAL OPPORTUNITY FOR PROTECTED VETERANS

Company and Contractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

F. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

Company and Contractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

G. COMPLIANCE WITH FEDERAL DEBARMENT AND SUSPENSION PROVISIONS

It is hereby agreed that, when applicable, Contractor will comply with the U.S. Department of the Interior's debarment and suspension (non-procurement) requirements in accordance with the regulations at 2 CFR, parts 180 and 1400, and will communicate this requirement to comply with said regulations to all persons with whom the Contractor does business related to this Agreement by including this term in any subcontract or purchase order related to this Agreement.