

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

Articles

This Agreement, is made between name of ExxonMobil Affiliate ("Purchaser"), a corporation/limited liability company having offices at _____, and _____ ("Supplier"), a corporation/limited liability company/other having offices at _____.

1. Goods/Services and Pricing. The following is a brief description of goods or services, or both, covered by this Agreement:

The attached commercial exhibits, if any, provide more detail as to goods or services and associated pricing.

2. Term. The term of this Agreement begins on the date of the last signature of this Agreement, and shall continue until _____, or if no date is specified, upon the earlier of: (i) completion and acceptance of the Work; or (ii) Purchaser's notifying Supplier of early termination of this Agreement.

3. Definitions.

- a) "Affiliate" means (i) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation; (ii) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation (a) owns or (b) controls, directly or indirectly, more than fifty percent (50%) of the ownership interest having the right to vote or appoint its directors or their functional equivalents ("Affiliated Company"); and (iii) any joint venture in which Exxon Mobil Corporation, any parent of Exxon Mobil Corporation, or an Affiliated Company is the operator.
- b) "Goods" and "Services" mean goods or services, respectively, provided under an Order.
- c) "Losses" means any liability, claims, causes of action, expenses, costs, attorney's fees, or damages, in each case, howsoever caused.
- d) "Taxes" includes all compulsory charges imposed pursuant to the authority of a country, or political subdivision thereof, to levy taxes or fees on an entity or activity. Taxes include, but are not limited to, income taxes, employment taxes, franchise taxes, sales and use taxes, value added taxes ("VAT"), VAT applicable to nonresidents, industry and commerce tax, property, ad valorem and excise taxes. For purposes of this Agreement, Taxes do not include import/ export customs duties or fees and stamp duties.
- e) "Work" means Goods or Services or both.
- f) The words "Purchaser" and "Buyer", and "Supplier" and "Contractor", may be used interchangeably, respectively.

5. Parts of Agreement. The Exhibits and Addenda marked or otherwise specified below are incorporated into this Agreement:

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

- | | |
|---|--|
| <input checked="" type="checkbox"/> A – Scope of Work | <input checked="" type="checkbox"/> H – Drug & Alcohol Policy |
| <input type="checkbox"/> B – NOT USED | <input type="checkbox"/> K – Workplace Harassment |
| <input checked="" type="checkbox"/> C – Change Order Form | <input checked="" type="checkbox"/> N – Background Checks for Contract Workers |
| <input checked="" type="checkbox"/> D – Compensation | <input checked="" type="checkbox"/> O – Export Controls, Business Ethics & FCPA |
| <input checked="" type="checkbox"/> E – Invoicing Procedures | <input checked="" type="checkbox"/> R – Cellular Telephone Service |
| <input type="checkbox"/> F – Jurisdiction Specific Terms | <input type="checkbox"/> P – Malaria |
| <input checked="" type="checkbox"/> G – Health & Safety Req. | <input type="checkbox"/> TB – Tuberculosis |
| | <input type="checkbox"/> Other Exhibit(s) |

6. Notices. Questions, information, and notices under this Agreement must be directed to the following addresses. Notices must be in writing and either deposited in the mail with postage prepaid, delivered in person or by private prepaid courier, or sent by email with confirmation. Either Purchaser or Supplier may change its address below by written notice to the other party.

| | |
|------------|-----------|
| Purchaser: | Supplier: |
| Address: | Address: |
| Attn: | Attn: |
| Phone: | Phone: |
| E-Mail: | E-Mail: |

7. Execution. This Agreement or any amendment may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute the same instrument. A party's facsimile, scanned, or other electronic image of a signature serves as that party's legally binding signature to the Agreement or amendment (as applicable), unless Purchaser advises that original hard copy signatures are required.

The parties indicate their agreement below:

ExxonMobil Affiliate

Supplier

By:
Print Name:
Authorized Title:
Date:

By:
Print Name:
Authorized Title:
Date:

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

GENERAL TERMS AND CONDITIONS

- 1. AGREEMENT.** This Agreement consists of the Articles on the cover page(s), these General Terms and Conditions, and any Exhibits and Addenda incorporated into this Agreement. Supplier agrees to this Agreement by executing the Agreement, performing Work, or engaging in any conduct that recognizes the Agreement. Any provision of Supplier's documents that adds to or conflicts with the Agreement is rejected and is deemed null and void. Any references herein to "an Order" "any Order", or "the Order" refer to this Agreement. Any reference in any Exhibit to "Exxon", "ExxonMobil", "User", "Buyer", or substantially similar term means Purchaser, and any reference in any Exhibit to "Contractor", "Seller", or substantially similar term means Supplier, unless an Exhibit has otherwise been modified in accordance with this Agreement.
- 2. PAYMENT.**

 - (a) Invoicing.** Invoicing and payment terms are set out at Exhibit E, or, if Exhibit E is not incorporated, payment is due within 30 days from receipt of a correct invoice and supporting documents required by Purchaser. The rates and fees or the lump sum invoiced by Supplier shall be inclusive of all Taxes for which the Supplier is liable, except for Taxes invoiced by Supplier pursuant to Clause 3.5. Following each calendar month, Supplier shall prepare Supplier's invoice covering reimbursements and other payments for such month and shall submit said invoice to Purchaser at Purchaser's address as set forth in Article 6 [Notices] above or at such other address as Purchaser may designate.
 - (b) Currency of Payment.** Except as otherwise provided, all payments to the Supplier under this Agreement shall be made in local currency. Subject to compliance with the foreign exchange regulations of the Country of Operations, Purchaser may elect to pay the Supplier, as hereinafter provided, in currencies other than the local currency ("Other Currency").
 - (c) Exchange Rate.** If the Supplier has expenditures in an Other Currency the exchange rate to be used in calculating the local currency equivalent shall be the buying rate for local currency as quoted by Bloomberg L.P. at which the Other Currency can be sold for local currency at the close of business on the day during which the expenditures, to be reimbursed in local currency, were incurred and if the Purchaser exercises its option under Clause 2(b) to pay in an Other Currency, on the date of Invoice.
 - (d) Withholding Payments for Verification of Invoice.** Purchaser shall have the right to withhold payment on any portion of any invoice or statement presented by Supplier for reasonable verification of the correctness thereof, and irrespective of the fact that such portion relates to a payment which Supplier has already made to a third party. Purchaser shall pay the uncontested portion of any invoice or statement in accordance with this Agreement and shall promptly advise Supplier of any items for which payment is being withheld, and Supplier shall submit a new and proper invoice covering those contested items. It is understood that payment of any invoice or statement, with or without withholding payment on any portion thereof, shall not prejudice Purchaser's right to protest or question the correctness thereof with or without an audit, but within the time allowed for audit pursuant to Clause 28, and to require appropriate adjustment therein.
- 3. TAXES.**

 - 3.1 Tax Responsibilities.**

 - a) Supplier shall:**

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

- i.** be responsible for and pay (or cause to be paid) when due all Taxes for which Supplier or subcontractors are liable by reason of the performance of the Work;
 - ii.** make reasonable efforts to minimize Taxes arising with respect to the Work, including, but not limited to, cooperating and reasonably assisting Buyer in supporting claims for exemption, as well as for credits, on purchases of equipment, materials, Goods and Services;
 - iii.** supply to Purchaser in the form and within time limits specified by a written notice from Purchaser to Supplier the information necessary to enable Purchaser to comply with any lawful request for such information from any governmental authority having responsibility for assessment or collection of Taxes; and
 - iv.** if required by applicable law, establish and register an office in the country or countries (and any applicable political subdivision thereof) where any part of the Work is to be performed and qualify as an organization operating and doing business therein, and register and file such notices and/or tax returns with the taxing authorities of such country.
- b)** Purchaser shall pay all Taxes imposed upon Purchaser by applicable law by reason of the performance of the Work.

3.2 Withholding Taxes. Purchaser shall withhold Taxes from payments to Supplier as required by law. Upon payment of the amount withheld to the appropriate government entity or agency such amount withheld shall be deemed payment to the respective Supplier and Purchaser shall have no further obligation to pay such amount to the respective Supplier. Production of a receipt or other evidence of withholding shall be conclusive proof between the parties of such withholding. Upon written request from Supplier, Purchaser shall provide a withholding tax receipt or other evidence of withholding to Supplier.

3.3 Tax Indemnities. In addition to the general indemnities, Supplier shall defend, indemnify and hold Purchaser harmless from liability to any competent authority resulting from Supplier's or Supplier's employees' or subcontractor's failure to make timely payment of, or timely filings with respect to, any obligations to pay Taxes incurred in respect to the Work. Such indemnities shall include all penalties and interest imposed in addition to the Taxes due as a result of Supplier's, Supplier's employees' or subcontractor's failure to comply with reporting, filing, payment or procedural requirements. Supplier shall be liable for and shall indemnify Purchaser for any incremental withholding Taxes (not including any interest or penalties assessed, unless under withholding is caused by reliance on Supplier documentation) imposed by an appropriate government entity or agency on payments to Supplier in excess of amounts initially withheld by Purchaser per 3.2 above.

3.4 Customs and Importation.

- a)** For purposes of this clause, "Fees and Duties" means any license fees, duties, port charges, and other lawful charges associated with customs clearance or import/export procedures. Supplier will not pay, and will ensure that its agents and subcontractors do not pay, any overtime charges, facilitating payments, expediting fees and the like without first confirming the legality of any such payments. Supplier will also comply with any applicable local customs and importation/exportation compliance procedures ("Procedures") provided by Purchaser or an Affiliate. As set forth in such Procedures or otherwise specified in writing by Purchaser, Purchaser may pay any Fees and Duties directly into a Government designated bank account. In such instances, Supplier will fully cooperate with Purchaser in enabling these direct payments by Purchaser, e.g. notifying Purchaser when direct payment needs to

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

be made and providing Purchaser with pertinent documentation to verify the payment amount and as otherwise requested by Purchaser.

- b) When Purchaser does not directly pay the Government per the previous paragraph, Supplier will pay Fees and Duties to a Government designated bank account by electronic funds transfer or check. If electronic funds transfer or check is not possible, Supplier will consult with Purchaser to develop an alternative method of payment of the Fees and Duties. Supplier will cooperate with Purchaser in establishing and implementing written processes to verify when possible that these payments are being made into the Government designated bank account. This includes obtaining verification directly from any banks involved, not from a third party involved in the payment such as the freight forwarder or customs agent of Supplier. In addition to any other audit rights under this Agreement, Purchaser may examine Supplier's payment and other activities related to Fees and Duties to verify Supplier's compliance with this clause. When Supplier pays Fees and Duties, Purchaser will comply with applicable requirements in this Agreement as to reimbursing Supplier.
- c) At least once a month or more frequently as requested by Purchaser, Supplier will provide to Purchaser a detailed and itemized report of payments of Fees and Duties made by Supplier or its agents.
- d) With respect to customs clearance, freight forwarding, or transportation logistics services, Supplier will:
 - i. Coordinate the efforts of all parties involved including Purchaser, forwarding agents, vendors, inspectors, and expeditors;
 - ii. Ensure that relevant documents are furnished by vendors promptly, clearly define Fees and Duties, and comply with Purchaser's transportation, documentation, and shipping instructions;
 - iii. Make arrangements with Purchaser or its nominated agency for transporting of the materials or equipment to Purchaser's specified destination as soon as customs clearance is completed; and
 - iv. Identify any refunds or exceptions to payment obligations in Fees and Duties.

3.5 Procedure for Invoicing of Certain Taxes. If Supplier has a legal responsibility to collect any Taxes directly from Purchaser for payment to the appropriate taxing authorities, the portion of any payment from Purchaser to Supplier representing such Taxes shall be separately stated in the invoice in a manner and with all accompanying documentation necessary to satisfy legal invoicing requirements for Taxes imposed on Purchaser (e.g., timesheets, reports, plans, training materials, proposals, etc.). Absent such legal requirement, and subject to the express requirements of Exhibit E, Supplier shall not identify any separate item constituting Taxes. Purchaser shall not be obligated to pay invoices that do not comply with invoicing procedures described in Exhibit E.

3.6 Priority of Tax Provisions. The provisions of this Clause 3 shall be controlling with respect to all rights and obligations of Purchaser, Supplier and subcontractors to pay and bear the costs of Taxes imposed in connection with Work undertaken pursuant to the terms of this Agreement. Notwithstanding the above, in the event any provision in an Exhibit F (Jurisdiction Specific Terms) is contrary to another provision of this Agreement, the provision in Exhibit F shall be controlling.

4. TITLE. Title and risk of loss or damage to Work passes to Purchaser upon the earlier of payment for the Work or delivery to Purchaser's premises or other designated site unless otherwise specified in this Agreement.

5. QUALITY AND WARRANTIES.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

- (a)** Supplier represents and warrants that Services will be performed with:
 - (i)** all necessary registrations, licenses, permits, or authorizations,
 - (ii)** in a competent manner,
 - (iii)** in accordance with this Agreement,
 - (iv)** free from deficiencies or defects, and
 - (v)** in conformance with Purchaser's specifications, samples, models, and designs.

- (b)** Supplier further represents and warrants that Goods will:
 - (i)** be new,
 - (ii)** with clear title,
 - (iii)** in conformance with Purchaser's specifications,
 - (iv)** adequately packaged,
 - (v)** fit for their usual purpose,
 - (vi)** of at least ordinary quality if not customized,
 - (vii)** consistent with agreed samples or models, and,
 - (viii)** for one (1) year from the date of delivery, free from defects or deficiencies.

- (c)** Supplier will at Supplier's cost:
 - (i)** promptly correct any deficiencies in Services,
 - (ii)** promptly repair, replace, or refund payment for non-conforming Goods - at Purchaser's option, and
 - (iii)** for repaired, replaced, or corrected Work, provide the same warranties as for the original Work.
- (d)** Supplier will use its best efforts to ensure that all warranties from suppliers or manufacturers are assigned or otherwise made available to Purchaser and will deliver to Purchaser a copy of such warranties.
- (e)** Supplier will promptly notify Purchaser of any change in manufacturing material or technique affecting the quality of Goods. Supplier may not substitute goods or impose extra charges unless authorized in writing by Purchaser.
- (f)** Work is subject to Purchaser's inspection and acceptance. Purchaser will at all times have access to Work, and Supplier will provide facilities for access and inspection by Purchaser or its representatives. Purchaser may reject, or revoke acceptance of, non-conforming Work. If Purchaser holds Goods not accepted, it does so at Supplier's risk. If Supplier so instructs, Purchaser will return these Goods at Supplier's expense. Payment of an invoice does not constitute inspection and acceptance of Work. No payment, inspection or acceptance will relieve Supplier of any warranties and obligations hereunder.
- (g)** Supplier shall ascertain, before performing any Work, whether any drawings and specifications are at variance with applicable law or good engineering and operational practices, notify Purchaser of such variances, and with Purchaser's agreement, ensure that necessary changes are made.

6. INDEPENDENT CONTRACTOR. Supplier is an independent contractor responsible for controlling and supervising its personnel and equipment and is not the agent or employee of Purchaser. Neither Supplier nor its employees are entitled to participate in or receive benefits from any employee benefit plan sponsored by Exxon Mobil Corporation or any of its affiliated companies. Individuals provided to perform Services under this Agreement are considered "special agreement persons" under the terms of the core benefit plans of Exxon Mobil Corporation and, as such, are expressly excluded from participation thereunder. Such individuals are not considered "regular employees" or "non-regular employees" of Exxon Mobil Corporation or any of its affiliated companies for purposes of plan participation. Supplier will take appropriate action to ensure that its employees understand that they are not employees of Purchaser and are not entitled to benefits from any

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

program sponsored by Exxon Mobil Corporation or its affiliated companies for their employees and that they understand their other obligations, including those relating to confidentiality and ownership of documents and inventions. If Exhibit A, Attachment 1 (Supplier Employee's Review of Pertinent ExxonMobil Agreement Terms and Confidentiality Agreement) is incorporated into the Agreement, Supplier will require each employee performing Services to sign a copy of this document before beginning Services, and Supplier will provide copies of these signed documents to Purchaser upon Purchaser's request.

- 7. PURCHASER'S PREMISES.** Supplier will ensure that safety, security, and related requirements for property owned or controlled by Purchaser ("Work Site") are followed in performing this Agreement. Purchaser may change safety and health requirements, including those in Exhibit G, if attached, by oral or written notification to Supplier without complying with any other provision on giving notice. Supplier will inspect the Work Site and ensure that Supplier and subcontractor personnel use personal protective equipment and work practices necessary to achieve workplace safety. Supplier will promptly remove from the Work Site any Supplier or subcontractor personnel, as Purchaser may, in its sole discretion, designate. **SUPPLIER RELEASES AND INDEMNIFIES PURCHASER FROM ANY LOSSES RESULTING FROM SUCH REMOVAL UNLESS PURCHASER'S REQUEST VIOLATES APPLICABLE LAW, BUT OTHERWISE, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY TYPE OR KIND OF PURCHASER.**
- 8. [SAFETY DATA SHEETS - NOT USED]**
- 9. DEBRIS AND TRASH.** Supplier will at its sole expense remove all inert debris and municipal trash resulting from Supplier's operations and keep and leave any Work Site in a condition satisfactory to Purchaser.
- 10. MANAGEMENT OF WASTE.** Supplier will at its sole expense remove all inert debris and municipal trash resulting from Supplier's operations and keep and leave any Work Site in a condition satisfactory to Purchaser. Supplier and its subcontractors will, in performing Services, have the responsibility and liability for the proper management of wastes according to all applicable laws and regulations. Supplier and its subcontractors will also ensure that all waste is handled in compliance with any Exhibits or Addenda relating to the management of waste that are made a part of this Agreement.
- 11. LIABILITY TO THIRD PARTIES.** Purchaser and Supplier shall indemnify, defend, and hold each other harmless from all claims, demands, and causes of action asserted against the indemnitee by any third party (including, without limitation, Purchaser's and Supplier's employees) for personal injury, death, or loss of or damage to property resulting from the indemnitor's negligence, Gross Negligence or Willful Misconduct. Where personal injury, death, or loss of or damage to property is the result of joint negligence, Gross Negligence or Willful Misconduct of Purchaser and Supplier, the indemnitor's duty of indemnification shall be in proportion to its allocable share of such joint negligence, Gross Negligence or Willful Misconduct. If either party is strictly liable under law, the other party's duty of indemnification shall be in the same proportion that its negligence, Gross Negligence or Willful Misconduct contributed to the personal injury, death, or loss of or damage to property for which a party is strictly liable.
- 12. GROSS NEGLIGENCE AND WILLFUL MISCONDUCT.** Notwithstanding anything in this Agreement or this Agreement to the contrary, each party is fully responsible, without limit, for Gross Negligence or Willful Misconduct of its managerial and senior supervisory personnel and is not entitled to a release, indemnity, or defense from the other party for this conduct. "Gross Negligence" is defined by the law governing this Agreement; however, if such law does not define the term "gross negligence," it means any act or failure to

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

act (whether sole, joint or concurrent) which seriously and substantially deviates from a diligent course of action or which is in reckless disregard of or indifference to the harmful consequences. "Willful Misconduct" is defined by the law governing this Agreement; however, if such law does not define the term "willful misconduct," it means an intentional disregard of good and prudent standards of performance or of any of the terms of this Agreement.

13. [RESPONSIBILITY FOR PROPERTY - NOT USED]

14. INSURANCE

- (a) Supplier will maintain its existing insurance and any other insurance required by law or applicable jurisdiction-specific provision in Exhibit F, including, without limitation, comprehensive and/or commercial general liability insurance coverage excess or umbrella liability policies, and any first-party property coverage for Supplier's tools, equipment, rented items, and other tangible property. Supplier may not require its subcontractors to purchase additional insurance beyond their existing coverage.
- (b) Supplier's primary, excess, and umbrella insurance policies or other coverages including, but not limited to, self-insurance or self-insured retentions, except workers' compensation insurance unless indicated otherwise in this subsection (b) will:
 - (i) cover each indemnitee as additional insureds for liability including their negligence, strict liability, or other legal fault of any type or kind, if any, in connection with or in any way related to, Supplier's Work;
 - (ii) be primary as to all other policies including any deductibles or self-insurance coverage; and,
 - (iii) contain contractual coverage, completed operations coverage, and cross-liability coverage.
- (c) Supplier will ensure that its insurers, including Supplier's workers' compensation insurers, will have no rights of recovery – i.e., they fully waive subrogation – against Purchaser and Affiliates, but Supplier does not have to purchase additional insurance for this purpose.
- (d) Upon request by Purchaser, Supplier shall have its insurance carrier or carriers furnish Purchaser with certificates certifying that all insurance required of Supplier under this Agreement is in full force and effect stating: (i) the effective start and expiration dates of all policies; (ii) that the insurance will not be canceled or materially altered during the term of this Agreement without thirty (30) days' prior written notice by registered mail to Purchaser; and (iii) the territorial limits of all policies.

15. INSURANCE AND INDEMNITY REFORMATION. If insurance or indemnity provisions exceed allowable limits under law, such provisions are amended to conform to such limits.

16. CONFIDENTIALITY. "Confidential Information" under the Agreement or this Agreement means all technical and business information that is (i) made available to Supplier, directly or indirectly, by Purchaser or Affiliates, (ii) developed or acquired by Supplier in performance of this Agreement, or (iii) provided by Purchaser or Affiliates in contemplation of placement of this Agreement. Supplier will hold in confidence all Confidential Information. Supplier may not use Confidential Information for any purpose other than proposal development or performance of this Agreement. Purchaser accepts no obligation of confidence with respect to items acquired or information disclosed, no matter how labeled, to Purchaser by Supplier unless provided for in a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier may not place any restrictive notices on any information, no matter the form of its recording, that Supplier provides to Purchaser hereunder and Purchaser is authorized to remove or disregard any such notices placed on information by Supplier in violation of this provision. Supplier may not take any photographs, videos, or other recordings of Purchaser's or Affiliates' property without Purchaser's prior written consent.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

- 17. OWNERSHIP OF DOCUMENTS.** All tracings, drawings, field notes, requisitions, purchase orders, specifications, computer programs (data files and other software in whatever form), and other documents, records, and materials, whether written, audio, or video, developed by Supplier in connection with this Agreement ("Documents") will be the sole property of Purchaser. Supplier will provide the original and all copies of the Documents to Purchaser when Work is completed or earlier upon Purchaser's written request. Supplier may, with the prior written approval of Purchaser, retain one archival copy of Documents. Supplier hereby assigns, agrees to assign in the future as necessary, in the sole opinion of the Purchaser, and will require its employees and subcontractors to assign, the copyrights in all Documents to Purchaser.
- 18. OWNERSHIP OF INVENTIONS.** If Supplier or its personnel make any inventions, discoveries or improvements (collectively, "Inventions") patentable or unpatentable, resulting from Supplier's activities hereunder, Supplier will promptly disclose those Inventions to Purchaser in writing. Inventions covered in this Sub-Section will include those conceived during the term of this Agreement between Purchaser and Supplier and within one (1) year thereafter. Further, Supplier hereby assigns each such Invention to Purchaser or Purchaser's designee. Supplier also will require its employees to review and execute such papers as Purchaser or Purchaser's designee requests in connection with any assignment and in connection with the acquisition of letters patent, U.S. and foreign, on any Inventions.
- 19. OTHER INTELLECTUAL PROPERTY MATTERS.** For purposes of this Section, "Intellectual Property Right" means any patent, trademark, copyright, trade secret, or other proprietary right of a third party. Supplier warrants and represents that the Work, materials and articles, in the form delivered to Purchaser, including any labels or trademarks affixed thereto by or on behalf of Supplier, are free from any claim of a third party for infringement or misappropriation of an Intellectual Property Right. Supplier will defend at Supplier's expense and indemnify and hold Purchaser and Affiliates harmless against any and all expenses, liability or loss from any claim or lawsuit for alleged infringement or misappropriation of any Intellectual Property Right resulting from the manufacture, sale, use, possession or other disposition of any Work, materials, or articles furnished by Supplier under this Agreement. Supplier's responsibility to indemnify Purchaser and Affiliates will include, without limitation, payment of penalties, awards, and judgments; court and arbitration costs; attorney's fees and other reasonable out of pocket costs incurred in connection with such claims or lawsuits. Purchaser or an Affiliate, as applicable, may, at its option, be represented by counsel of its own selection, at its own expense. Supplier may not consent to an injunction against any of Purchaser's or an Affiliate's operations, the payment of money damages, the granting of a license or the parting of anything of value by Purchaser or an Affiliate with respect to resolution or settlement of any claim or lawsuit.
- 20. SOFTWARE.** If Goods are provided with embedded or included software or firmware – whether created by Supplier or a third party - that is not covered by the Ownership of Documents Section, Supplier grants to Purchaser a perpetual and irrevocable right to use the software in connection with use of the Goods. This right is extendable to any person or entity permitted by Purchaser to use the Goods and is fully transferable in connection with any sale or other transfer of the Goods. If access to or use of the software or firmware requires Purchaser to "accept" terms and conditions through use of "click-wrap", "shrink-wrap" or any other means, Purchaser may "accept" in order to access or use the software or firmware. However, such terms and conditions will be of no force or effect, and Purchaser's use rights will be governed solely by this Agreement. Embedded or included software or firmware is treated as "Goods" under this Agreement for all purposes.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

- 21. USE OF TRADEMARKS.** Supplier will not, without the prior written consent of Purchaser, use any name, trade name, or trademark of Purchaser or their Affiliates except as necessary to perform this Agreement.
- 22. SUBCONTRACTORS.** Supplier may not use subcontractors to perform Work without written permission from Purchaser. Supplier will be responsible for Work performed by its subcontractors and for compliance by subcontractors with all requirements of this Agreement to the same extent as when Work is performed by Supplier's own forces.
- 23. LIENS.** Supplier will ensure that its employees, subcontractors, and subcontractor's employees do not affix any claims or liens upon or against Purchaser's real or personal property. Supplier will indemnify, defend, and hold Purchaser harmless from these claims and liens. If requested, Supplier will furnish Purchaser with full releases of claims and liens on forms satisfactory to Purchaser. Purchaser may require Supplier to post a bond, at no cost to Purchaser, to remove these claims or liens. Alternatively, Purchaser may discharge or remove these claims or liens by bonding, payment or other means, all of which are chargeable to Supplier along with attorney's fees and costs.
- 24. FORCE MAJEURE.** "Force Majeure" means an occurrence beyond the reasonable control and without the fault or negligence of the invoking party, which such party is unable to prevent or protect against by the exercise of reasonable diligence. However, a subcontractor failure does not constitute Force Majeure unless the failure is caused by an event of Force Majeure and alternative sources are unavailable to meet the need. Financial hardship does not constitute Force Majeure. A party will not be in default to the extent it is unable to perform because of Force Majeure. A party invoking Force Majeure will: (a) immediately notify the other party; (b) make every effort to remedy the cause of non-performance, except a strike, and (c) resume performance as soon as possible.
- 25. GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement shall be governed by Romanian Law, without reference to: 1) its principles of conflicts laws, 2) any of its laws which would invalidate or restrict any provision of this Agreement to the extent such laws are not otherwise applicable to the Work, and 3) the UN Convention on Contracts for the International Sale of Goods. The parties agree to submit to the exclusive jurisdiction of the courts of Bucharest, Romania.
- 26. COMPLIANCE WITH LAW.** Supplier will comply and secure compliance by its subcontractors with all law applicable to this Agreement.
- 27. BUSINESS STANDARDS.** Supplier will conduct its activities in an ethical manner and will not engage in any activity that could create a conflict of interest, such as making, receiving, or offering substantial gifts, entertainment, payments, loans or anything else of value to personnel or representatives of Purchaser or their families for the purpose of influencing those persons to act contrary to Purchaser's best interests. Supplier will provide complete and accurate financial documentation to Purchaser.
- 28. AUDIT.** Supplier will preserve documentation related to this Agreement for three years after completion of this Agreement. Purchaser may audit Supplier's compliance with this Agreement and Supplier will provide Purchaser access to Supplier's documentation, personnel and facilities in support of any such audit and will permit Purchaser to reproduce any of the documentation. Supplier will cause any subcontractors to preserve

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

documentation and allow Purchaser to audit to the same extent. Purchaser will bear its own costs to perform an audit, but will not be liable for Supplier's or subcontractor's costs resulting from an audit.

- 29. SUSPENSION AND TERMINATION.** Purchaser may suspend or terminate this Agreement or Work at any time and for any reason by notice, written or oral, to Supplier. Supplier's and its subcontractors' sole remedy and Purchaser's sole liability for any suspension or termination will be payment to Supplier only for Work performed, obligations already incurred in reliance on this Agreement that cannot be terminated, and direct suspension or termination costs that have been pre-approved by Purchaser. Supplier will promptly resume Work if authorized by Purchaser.
- 30. ILLEGAL INFORMATION BROKERING.** Supplier warrants and represents that it has not used, and will not use, confidential information of others or illicit influence such as illegal information brokering in connection with this Agreement. Supplier will promptly notify Purchaser if anyone approaches Supplier for the purpose of illegal information brokering concerning this Agreement.
- 31. PRECEDENCE.** If there is a conflict between an Exhibit and the Articles or the General Terms and Conditions, the Articles and the General Terms and Conditions will govern, provided that the terms of Exhibits F, O and Q, if attached, will govern over the Articles and the General Terms and Conditions and other Exhibits, However, Exhibit O, clause I.(g) (antiboycott language) shall take precedence over any conflicting provisions in Exhibit F.
- 32. ASSIGNMENT.** Supplier may not assign this Agreement without Purchaser's prior written approval. Any approval does not relieve Supplier of its obligations under this Agreement.
- 33. THIRD PARTY BENEFICIARIES.** Any Affiliate receiving the benefits of Services provided by Supplier, directly or indirectly, is a third party beneficiary entitled to all rights under this Agreement as if the Affiliate were Purchaser.
- 34. SEVERABILITY; SURVIVORSHIP; WAIVER; HEADINGS.** If any provision of the Agreement becomes legally invalid or unenforceable, that provision will be treated as omitted; all other provisions will remain in full force and effect. The warranty, confidentiality, indemnification, allocation of liability, and other provisions that by their nature continue survive the Agreement. No waiver of a right or default is effective unless in writing, and a waiver does not apply to any subsequent right or default. The headings in the Agreement are not intended to construe the provisions of the Agreement.
- 35. CHANGES, AMENDMENTS AND ENTIRE AGREEMENT.** This Agreement may only be changed or amended in a writing either (i) issued by Purchaser and accepted by Supplier through performance or otherwise or (ii) a change order substantially similar to that set out in Exhibit C and signed by both parties. Purchaser may revise the requirements for Work at its sole discretion. If Purchaser revises any such requirements, Purchaser will issue a change order provided such change affects (i) Supplier's costs for performing Work, or (ii) the time required for performing Work. Changes resulting from Supplier's non-compliance with the Agreement will not be subject to change orders. This Agreement constitutes the entire agreement between Supplier and Purchaser, and it supersedes all prior negotiations, representations or agreements, either oral or written, related to this Agreement's subject matter. Without limiting the foregoing, no "click-wrap", "click-through",

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

"browse-wrap" or other terms that Purchaser may be required to "accept" to access a Supplier website will have any force or effect.

- 36. SET OFF.** Purchaser may set off any Losses that Purchaser may have against Supplier against any performance or payment due to Supplier under this Agreement or any other contract between the parties.
- 37. HEALTH AND SAFETY.** Supplier shall be responsible for providing a healthy and safe working environment for its employees and subcontractors during performance of the Services under this Agreement. Supplier shall protect the health and safety of Supplier's, subcontractors' and Purchaser's employees and third parties from any danger associated with such performance. As minimum health and safety requirements, Supplier shall ensure that Services are performed in compliance with Purchaser's Health and Safety policy and site specific requirements. Supplier shall report all accidents, injuries and near-misses promptly to Purchaser. Supplier will comply with Exhibit G if it is attached to this Agreement.
- 38. ALCOHOL AND DRUG.** Supplier warrants that none of Supplier's personnel (herein defined as its own employees and the employees of subcontractors) shall perform any Services for Purchaser while under the influence of alcohol and/or drugs. Supplier shall inform Supplier's personnel performing Services for Purchaser about Purchaser's alcohol and drug requirements. Supplier's personnel shall not abuse medications or use, possess, distribute or sell alcohol and/or drugs when performing Services for Purchaser or on premises owned or controlled by Purchaser. Upon for cause suspicion, Supplier's personnel shall be suspended from performing Services for Purchaser. In such instances Purchaser also has the right to instruct Supplier to remove subject personnel from performing Services for Purchaser. In those instances where personnel have been removed from performing Services for possible alcohol and drug abuse, use or possession, such personnel shall be allowed to resume performing Services only if Supplier can document that such personnel have passed an alcohol and drug test. Supplier shall introduce guidelines and implement procedures to ensure an alcohol and drug free working place when performing Services for Purchaser. Purchaser has the right to request documentation to ensure that Supplier's guidelines and procedures are in compliance with Purchaser's requirements. Supplier will comply with Exhibit H if it is attached to this Agreement.
- 39. LANGUAGE.** If this Agreement is executed in an English version and another language. In case of discrepancies or contradictions between the two versions, the English version shall prevail.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

**Exhibit A
Scope of Work**

1. Description of Services

The Contracting Entity reserves the right to vary up (supplement) the nature and quantity of activities to be executed during the contract performance based on the needs identified at the Contracting Entity level in direct relation to contract scope during contract performance. When such a right is exercised during contract performance, the price for such activities will be established based on unit prices for the man/day included in the Financial Proposal.

2. Deliverable(s)

3. Schedule

Supplier shall be available to commence work within ____ *days/hours* of notification.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

**Exhibit A – Attachment 1
Supplier Employee's Review of
Pertinent ExxonMobil Contract Terms and Confidentiality Agreement
(Revised 04/16/14)**

I, the undersigned, am an employee of _____ ("Supplier"). As Supplier's employee, I may be assigned to perform services for Exxon Mobil Corporation and/or its affiliates or subsidiaries. In this Attachment 1, the term "Purchaser" or "ExxonMobil" includes each of Exxon Mobil Corporation, its affiliates and subsidiaries that issues an order for services ("Work") to Supplier. "Order" means such an order for Work.

I. Employee Review of Pertinent ExxonMobil Contract Terms

I certify by my signature below that I have read and understand the following pertinent ExxonMobil contract terms.

A. Independent Contractor

INDEPENDENT CONTRACTOR. Supplier is an independent contractor responsible for controlling and supervising its personnel and equipment and is not the agent or employee of Purchaser. Neither Supplier nor its employees are entitled to participate in or receive benefits from any employee benefit plan sponsored by Exxon Mobil Corporation or any of its affiliated companies. Individuals provided to perform Services under this Agreement are considered "special agreement persons" under the terms of the core benefit plans of Exxon Mobil Corporation and, as such, are expressly excluded from participation thereunder. Such individuals are not considered "regular employees" or "non-regular employees" of Exxon Mobil Corporation or any of its affiliated companies for purposes of plan participation. Supplier will take appropriate action to ensure that its employees understand that they are not employees of Purchaser and are not entitled to benefits from any program sponsored by Exxon Mobil Corporation or its affiliated companies for their employees and that they understand their other obligations, including those relating to confidentiality and ownership of documents and inventions. If Exhibit A, Attachment 1 (Supplier Employee's Review of Pertinent ExxonMobil Agreement Terms and Confidentiality Agreement) is incorporated into the Agreement, Supplier will require each employee performing Services to sign a copy of this document before beginning Services, and Supplier will provide copies of these signed documents to Purchaser upon Purchaser's request.

B. Confidentiality, Ownership of Documents, Ownership of Inventions, Other Intellectual Property Matters

CONFIDENTIALITY. Confidential Information" under the Agreement or this Agreement means all technical and business information that is (i) made available to Supplier, directly or indirectly, by Purchaser or Affiliates, (ii) developed or acquired by Supplier in performance of this Agreement, or (iii) provided by Purchaser or Affiliates in contemplation of placement of this Agreement. Supplier will hold in confidence all Confidential Information. Supplier may not use Confidential Information for any purpose other than proposal development or performance of this Agreement. Purchaser accepts no obligation of confidence with respect to items acquired or information disclosed, no matter how labeled, to Purchaser by Supplier unless provided for in a separate, written confidentiality agreement. In the absence of any confidentiality agreement, Supplier may not place any restrictive notices on any information, no matter the form of its recording, that Supplier provides to Purchaser hereunder and Purchaser is authorized to remove or disregard any such notices placed on information by Supplier in violation of this provision. Supplier may not

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

take any photographs, videos, or other recordings of Purchaser's or Affiliates' property without Purchaser's prior written consent.

OWNERSHIP OF DOCUMENTS. All tracings, drawings, field notes, requisitions, purchase orders, specifications, computer programs (data files and other software in whatever form), and other documents, records, and materials, whether written, audio, or video, developed by Supplier in connection with this Agreement ("Documents") will be the sole property of Purchaser. Supplier will provide the original and all copies of the Documents to Purchaser when Work is completed or earlier upon Purchaser's written request. Supplier may, with the prior written approval of Purchaser, retain one archival copy of Documents. Supplier hereby assigns, agrees to assign in the future as necessary, in the sole opinion of the Purchaser, and will require its employees and subcontractors to assign, the copyrights in all Documents to Purchaser.

OWNERSHIP OF INVENTIONS. If Supplier or its personnel make any inventions, discoveries or improvements (collectively, "Inventions") patentable or unpatentable, resulting from Supplier's activities hereunder, Supplier will promptly disclose those Inventions to Purchaser in writing. Inventions covered in this Sub-Section will include those conceived during the term of this Agreement between Purchaser and Supplier and within one (1) year thereafter. Further, Supplier hereby assigns each such Invention to Purchaser or Purchaser's designee. Supplier also will require its employees to review and execute such papers as Purchaser or Purchaser's designee requests in connection with any assignment and in connection with the acquisition of letters patent, U.S. and foreign, on any Inventions.

OTHER INTELLECTUAL PROPERTY MATTERS. For purposes of this Section, "Intellectual Property Right" means any patent, trademark, copyright, trade secret, or other proprietary right of a third party. Supplier warrants and represents that the Work, materials and articles, in the form delivered to Purchaser, including any labels or trademarks affixed thereto by or on behalf of Supplier, are free from any claim of a third party for infringement or misappropriation of an Intellectual Property Right. Supplier will defend at Supplier's expense and indemnify and hold Purchaser and Affiliates harmless against any and all expenses, liability or loss from any claim or lawsuit for alleged infringement or misappropriation of any Intellectual Property Right resulting from the manufacture, sale, use, possession or other disposition of any Work, materials, or articles furnished by Supplier under this Agreement. Supplier's responsibility to indemnify Purchaser and Affiliates will include, without limitation, payment of penalties, awards, and judgments; court and arbitration costs; attorney's fees and other reasonable out of pocket costs incurred in connection with such claims or lawsuits. Purchaser or an Affiliate, as applicable, may, at its option, be represented by counsel of its own selection, at its own expense. Supplier may not consent to an injunction against any of Purchaser's or an Affiliate's operations, the payment of money damages, the granting of a license or the parting of anything of value by Purchaser or an Affiliate with respect to resolution or settlement of any claim or lawsuit.

II. Confidentiality Agreement

As Supplier's employee, having read and understood the Confidentiality, Ownership of Documents, Ownership of Inventions, and Other Intellectual Property Matters clauses above, I agree as follows:

- A.** I agree to hold in confidence all business, legal and technical information to which I have access or which I create/develop during the course of my duties in connection with Supplier's Work for Purchaser. I agree that I will not use any of this information, or disclose any of this information to others, at any time except as required by Purchaser's Order with Supplier. I agree that I will abide by this confidentiality requirement both during and after the period in which I perform Work for Purchaser.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

- B.** I agree that unless I have first received proper authorization to do so, I will not remove from Purchaser's or Supplier's workplace or otherwise any paper, computer records or other documentation incorporating any information I am obligated to hold in confidence under this Confidentiality Agreement. I agree that, as soon as my duties in connection with Supplier's Work for Purchaser are either completed or terminated, I will (a) return to Purchaser and/or Supplier all documents which came into my possession as a result of my duties in connection with Supplier's Work for Purchaser, and (b) provide Purchaser and/or Supplier with all documents I create or develop during the course of my duties in connection with Supplier's Work for Purchaser.
- C.** I hereby assign to Purchaser the sole ownership of all copyrights in all works created in the course of my services. At Purchaser's request, I will render reasonable assistance in connection with protecting Purchaser's rights to such copyrights.
- D.** I will promptly disclose to Purchaser all inventions whether or not patentable, made or conceived by me, either alone or jointly with others (i) during the term of the applicable Order between Purchaser and Supplier and within one (1) year thereafter, and (ii) in the course of or as a result of any Work, or as a result of the information revealed to me directly or indirectly by Purchaser. I also agree, upon Purchaser's written request and at Purchaser's cost and expense, to assign to Purchaser or its nominee my entire right, title and interest in and to any and all inventions, whether patentable or not, and to execute such documents as may be required to file applications and to obtain patents covering such inventions and improvements in Purchaser's name or in the name of Purchaser's nominee in all countries.
- E.** I agree that the provisions of this Confidentiality Agreement shall be specifically enforceable.
- F.** This Confidentiality Agreement shall be binding upon not only myself, but also my heirs, administrators, and other legal representatives.

III. Benefits

I agree that I perform Work as an employee of Supplier. I further agree that I am a "special agreement person" and not a "regular employee" or a "non-regular employee" of Purchaser as defined in the benefit plans of Exxon Mobil Corporation and its affiliates. I will not be entitled to any benefits included within any program sponsored by Exxon Mobil Corporation or its divisions or affiliates and available to Purchaser's employees for Work rendered under this Agreement.

READ AND AGREED BY:

(Signature)

(Date)

(Printed Name)

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

**Exhibit C
Change Order Form**

| | | | |
|-----------------------------|---------------------------|-------------------------------------|---------------------------|
| Scope: | Click here to enter text. | Purchaser: | Click here to enter text. |
| Agreement Number: | Click here to enter text. | Effective Date of Agreement: | Click here to enter text. |
| Supplier: | Click here to enter text. | Work Order Number: | Click here to enter text. |
| Change Order Number: | Click here to enter text. | | |

| | | |
|---|---|-------------------|
| JUSTIFICATION OF CHANGES: | | |
| | | |
| EFFECTIVE DATE OF CHANGE ORDER: | EXPIRATION DATE OF CHANGE ORDER: | |
| Click here to enter text. | Click here to enter text. | |
| DESCRIPTION OF CHANGE (describe contract articles affected – rate, scope, etc.): | | |
| | | |
| SUPPLIER AND PURCHASER HEREBY AGREE TO AMEND THE CONTRACT REFERENCED ABOVE PER THE CHANGES IN THIS CHANGE ORDER. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME. | | |
| SUPPLIER | | |
| BY: | DATE | PRINT NAME |
| _____ | _____ | _____ |
| PURCHASER | | |
| BY: | DATE | PRINT NAME |
| _____ | _____ | _____ |

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

**Exhibit D
Compensation and Payment**

1. Operating Rates

2. Reimbursable Costs / Expenses

Reimbursable Costs shall consist only of travel expenses incurred subsequent to the Agreement date and paid by Purchaser for performance of Services. They shall be invoiced to Purchaser at cost, net of any applicable discounts or rebates to Supplier. Travel related expenses shall be pre-approved in writing by Purchaser.

Air Travel Class shall be Economy and shall be reimbursed to Supplier on the basis of actual cost incurred and paid, net of any discounts or rebates. No administrative or management fees shall be applied.

If any travel includes business for Supplier's other clients or projects, then travel expenses allowable hereunder shall be limited to Purchaser's pro-rata share of such costs and expenses.

3. Payment Terms

Unless otherwise stated in this Agreement or this Agreement, Purchaser's payment terms are thirty (30) days after receipt of a correct and complete invoice.

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

**Exhibit E
Invoicing Procedures
05/19/16**

GENERAL: INVOICING PROCEDURES

This Exhibit E sets forth several invoicing and payment methods for Goods or Services. Supplier with agreement from Purchaser shall use one of the methods below:

- 1. Electronic Submission by Email**
- 2. Procurement Card Payments (PCard)**

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

Customs Fees

For all invoices submitted by Supplier to Purchaser for (i) goods imported or exported under the INCOTERM DDP, or (ii) other goods or services for which Supplier will not receive separate reimbursement (e.g., reimbursement in addition to the price of the goods or services) for the payment of customs or customs related fees or duties ("Customs Fees") under the Order, such invoices shall not separately itemize any Customs Fees. Customs Fees include, but are not limited to, duties & tariffs, processing fees, customs overtime charges, license fees, port fees, countervailing fees, anti-dumping fees, etc. Invoices separately itemizing Customs Fees may be rejected by Purchaser, and in such instances Supplier shall resubmit such invoices without the Customs Fees separately itemized.

Invoice Payment Method

Purchaser shall pay Supplier by Electronic Funds Transfer. If Supplier is not already receiving electronic payments from Purchaser, then Supplier must complete and submit a request for "Electronic Funds Vendor Set-up/Change Form" to Purchaser.

Purchaser's payment terms are thirty (30) days after receipt of a correct and complete invoice. Complete invoices must meet all requirements noted below. If an invoice is incomplete, Purchaser may return the invoice wholly or partially unpaid.

1. ELECTRONIC SUBMISSION BY EMAIL

Supplier may submit invoices to Purchaser by Email using the guidelines outlined below:

For non-Purchase Order Invoices Submitted by Email:

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

Supplier shall invoice Purchaser after Purchaser receives the Goods or Services specified in the Order requested after all appropriate documentation, including bills of lading, timesheets and other documents have been approved by Purchaser.

Supplier must:

1. Include ExxonMobil's "Bill To" address on the face of the invoice:
 - + ExxonMobil <Insert Company Name, e.g. ExxonMobil Global Services, ExxonMobil Chemicals, etc.>
 - + G9P <Insert SAP System >: GSC-Procurement <Insert Business Line> Co Code:0970<insert co. code>
 - + 22777 Springwoods Village Pkwy <Insert Physical Address>
 - + Spring, TX 77389-1425 <Insert City, State and Zip Code>
2. Include the Email address of the ExxonMobil contact responsible for receiving the invoice somewhere on the face of the invoice. For example:jane.doe@exxonmobil.com
3. Include Supplier's Email address on the face of the invoice in case an invoice needs to be rejected. Supplier agrees to monitor this Email address regularly for rejected invoices.
4. Send its invoice as a PDF readable attachment via Email to the following address:
 - + USAInvoice@exxonmobil.com
5. Meet the following guidelines to ensure the Emailed invoice is handled promptly:
 - + Send only one invoice with supporting documentation per attachment.
 - + Send only one attachment per Email.
 - + All invoices must be in the form of an attachment (i.e. no invoice data in the body of the Email).
 - + Email size cannot be greater than 10MB.
 - + Do not include embedded links or pictures in the Email or attachment.
 - + Do not include handwritten information on the invoices.
 - + Do not send zero \$ invoices – these will be discarded.
 - + Please note that only invoices will be accepted at this Email address. Other documents sent to USAInvoice@exxonmobil.com will be deleted and not actioned.

For Purchase Order (PO) Invoices Submitted by Email:

Purchaser shall issue each Order to Supplier. Supplier shall invoice Purchaser after Purchaser receives the Goods or Services specified in the Order after all appropriate documentation, including bills of lading, timesheets and other documents have been approved by Purchaser.

1. Must include the ExxonMobil "Bill To" address stated on the Purchase Order on the face of the invoice:
 - + ExxonMobil <Insert Company Name>
 - + P.O Box XXXX
 - + City, State XXXXX
2. Must include the Email address of the ExxonMobil contact on the face of the invoice. For example: jane.doe@exxonmobil.com
3. Must include Supplier's Email address on the face of the invoice in case an invoice needs to be rejected. Supplier agrees to monitor this Email address regularly for rejected invoices.
4. Send invoices as a PDF readable attachment via Email to the following address:
 - + USAInvoice@exxonmobil.com

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

5. The following guidelines must be met to ensure Emailed invoices are handled promptly:
- ✚ Send only one invoice with supporting documentation per attachment.
 - ✚ Send only one attachment per Email.
 - ✚ All invoices must be in the form of an attachment (i.e. no invoice data in the body of the Email).
 - ✚ Email size cannot be greater than 10MB
 - ✚ Do not include embedded links or pictures in the Email or attachment.
 - ✚ Do not include handwritten information on the invoices.
 - ✚ Do not send zero \$ invoices – these will be discarded.
 - ✚ Please note that only invoices will be accepted at this Email address. Other documents sent to USAInvoice@exxonmobil.com will be deleted and not actioned.

Before Supplier submits the first Emailed invoice, a sample invoice must be reviewed and endorsed by Purchaser. Supplier must submit the sample invoice to payment.advice.usa@exxonmobil.com with the email subject line, **"Sample Invoice for Email Review"**.

Supplier shall include the following in the Emailed Invoice:

1. Invoice Date: Date (MMDDYY) the invoice is submitted by Email
2. Invoice Number: Alpha/numeric field without any hyphens, commas, periods or leading zeros.
3. Order Number: (if applicable)
4. Service Start Date: Date the work began
5. Service End Date: Date the work was completed
6. Currency Code: Currency code denoting the currency in which the invoice should be paid (e.g., USD)
7. ExxonMobil contact's Email address: Email address of the ExxonMobil contact
8. Supplier's Email address: Email address of the Supplier contact
9. ExxonMobil "Bill to" address: "Bill to" address referenced on the Order
10. "Ship To" Address: Physical address the materials were shipped to or where service work was performed
11. "Remit To" Address: Supplier's remittance address
12. "Order From" Address: Supplier's physical address where the shipment originated
13. Supplier Banking Information: Suppliers bank routing # and account # for EFT remittance (ACH preferred)
- 14.
15. Unit of Measure: The unit of measure for each line item. The units of measure on the invoice and Order must match.
16. Description: Describe the line item, including unit price and quantity. The line item description should include appropriate information identifying the work site or ship to location, equipment name and number, and cost center name or number. Include in the description sufficient detail to determine the exact nature of the service or equipment delivered to the work site or ship to location (e.g., "ABC, Inc. 10" valve, model number XXXXXX" instead of just a part number; or "ABC, Inc. in shop repair to Lincoln welder, model XXXXX" instead of just "repair"). DO NOT use special characters such as periods, asterisks or other reserved characters.
17. Material Master or Service Master Number: When applicable the number noted in the Order for each line item.
18. Total Invoice Amount: The net total amount of the invoice items due.
19. Taxes: The invoiced amount will include separately stated applicable state and/or local sales and/or use taxes for which Purchaser has not furnished a properly completed Exemption Certificate. The invoice must specifically state which state and local taxes are so included on the invoice, and Supplier shall

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

properly remit such taxes to the appropriate authorities. Taxes can be provided at the line number detail level if applicable to specific line items or at the invoice total level if applicable to the entire invoice.

Purchaser may reject an Emailed invoice from Supplier if any of the foregoing data is missing or incorrectly formatted.

Additional Notes Concerning Line Item Descriptions

Detailed work descriptions are essential. Supplier must include all work ticket documentation normally included as attachments. Failure to include data within the invoice itself or as supporting documents may delay payment.

Examples of information commonly found on paper work tickets, which may be included are:

Equipment name or number, date of service, service location, job number, rates, rental description and rates, material used, ticket numbers, hours worked, names, minimum days & rates, equipment used, tax on Goods, rentals, job classifications, time sheet information, weights, repair details, approver names, invoices supporting third party charges, freight bills.

2. PROCUREMENT CARD PAYMENTS (PCard)

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

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

**COMMITMENT AGREEMENT FOR GOODS AND SERVICES
FOR VENTURE OFFICES
("AGREEMENT")**

Agreement No.

**Exhibit F
Jurisdiction-Specific Requirements**

- 1.** Goods imported by the Contractor into Romania solely for the purpose of the Services contemplated by this Agreement and the petroleum exploration, development and exploitation permit held by the Company shall not be rented out or leased in Romania by the Contractor for any purpose other than performance of this Agreement and the petroleum exploration, development and exploitation permit held by the Company without the prior written consent of the Company and in compliance with local laws.
- 2.** Without prejudice to the generality of the Compliance with Law; Export Control and Confidential Information clauses of the Agreement, Contractor shall handle all and any data received from Company (including data obtained pursuant to the Access to Computing Resources and Information clause of the Agreement in compliance with all relevant laws (including but not limited to the Romanian law and regulations relating to access to information regarding oil resources and classified information) and Company's instructions relating to the handling, access, and transfer of such information. Contractor shall not transfer any information or data received from Company without Company's prior written consent and where Company provides written consent, Contractor shall comply with any conditions pertaining to such consent.