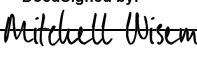
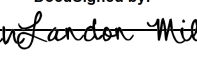
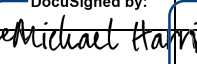
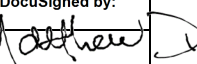
 ExxonMobil Canada Properties			Property of the Hebron Project This document may not be released in whole or in part without the express written permission of ExxonMobil Canada Properties as Operator of Hebron.			
OIMS Reference System 6-5 Environmental Management						
HEBRON PROJECT Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills						
Document Control Number: CAHE-EC-OOREF-01-006-5009-000						
			DocuSigned by:  <small>7408E189F6AE4DA...</small>	DocuSigned by:  <small>8C62351509B14B9...</small>	DocuSigned by:  <small>8422648B010A471...</small>	DocuSigned by:  <small>ED597AE5799D476...</small>
D1	25-Jan-2021	Updated Contact Information	Mitchel Wiseman SSHE Advisor	Landon Miller Legal	Michael Harris SSHE Supervisor	Matthew Deveau SSHE Manager
D0	27-Jul-2017	Issued for Use	Mike Teasdale E&R Advisor	Mark Andrews Legal	Carolyn Barnes SSHE Supervisor	Tera Shandro Operations Superintendent
Rev.	Date	Reason for Issue	Originated	Reviewed	Endorsed	Approved
Comment:						

Revision Key		(For Details see Hebron Numbering Procedure CAHE-ED-BSPDS-00-000-120101)
A	Issued for Review/Comment (IFR) or Issued for Gate 2 (IFG2)	
B	Issued for FEED (IFF) or Issued for HAZOP (IFH)	
C	Issued for Design (IFD) or Issued for Bid/Inquiry (IFB)	
D	Issued for Purchase (IFP), Issued for Construction (IFC) or Issued for Use (IFU)	
G	As-Built (Typically Drawings Only)	
V	VOID (IFV)	
ALL	Issued for Information (IFI); can apply to any revision level	

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Revision Log

Revision	Section	Description
D0	--	Initial Issue
D1	Appendix B	Update operator contact information

Table of Contents

1.0	INTRODUCTION.....	4
1.1	Purpose	4
1.2	General Process	4
1.3	Regulatory Regime	4
2.0	ELIGIBLE CLAIMS (FOR BOTH VOLUNTARY CLAIMS PROCESSES).....	6
2.1	Timing of Claims	6
2.2	Inclusions.....	6
2.3	Exclusions	7
2.4	Financial Limits	7
2.5	Eligible Claimants	7
2.6	Coverage	8
2.7	Damage to Fishing Gear or Vessels pursuant to Section 2.2	8
2.8	Loss Relating to an Oil Spill Pursuant to Section 2.2	8
3.0	DIRECT VOLUNTARY SETTLEMENT PROCESS	9
3.1	If An Incident Occurs	9
3.2	Making a Claim	9
3.3	Evidence.....	9
3.4	If The Claim is Accepted by the Operator.....	9
3.5	If The Claim is Rejected by the Operator	10
4.0	THE COMPENSATION COMMITTEE OPTION.....	11
4.1	Making a Claim to the Compensation Committee	11
4.2	Proceedings of the Compensation Committee	11
4.3	The Hearing	12
4.4	Settling the Claim.....	15
4.5	Further Proceedings	15
	APPENDICES	16
	APPENDIX A – SAFETY ZONE.....	17
	APPENDIX B – OPERATOR’S DESIGNATED CONTACT	19
	APPENDIX C – DAMAGE REPORT FORM	21
	APPENDIX D – LOSS CLAIM FORM	25
	APPENDIX E – END OF CLAIM RELEASE FORM.....	29
	APPENDIX F – NOTICE OF CLAIM TO COMPENSATION COMMITTEE.....	31
	APPENDIX G – TERMS OF REFERENCE	34

1.0 INTRODUCTION

This section highlights the purpose of the Fisheries Compensation Program, (the Program), the general process and how it complements the current regulatory regime.

1.1 Purpose

The purpose of the Program is to provide fair and timely compensation to commercial fish harvesters and processors, (Fishers), who sustain actual loss because of damage to fishing gear or vessels or due to oil spills, (as defined below), caused by ExxonMobil Canada Properties (EMCP), including its contractors, in the course of their work on the Hebron Project, (the Project).

EMCP (the Operator) recognizes the need to compensate Fishers in a fair and timely manner for all actual loss it may cause, with the aim of leaving the Fishers in a no worse or better off position than before a loss occurred.

This Program has been developed by the Operator to provide Fishers with an alternative to making a claim through the courts or to the C-NLOPB, pursuant to the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and its Regulations. Although claims for loss can be made under the laws of Canada, this Program offers a simpler, less expensive process for obtaining appropriate compensation. Its purpose is to provide a mechanism for a fair and swift resolution of all legitimate claims and the opportunity for all parties to minimize costs.

Fisheries participants who use this Program do so voluntarily; however, by referring a claim to the Program's Compensation Committee, (described below), the Claimant agrees to be bound by the Compensation Committee's decisions and by the other provisions of this Program. The Operator agrees to be similarly bound.

This Plan also forms part of Hebron's commitment to minimizing the environmental impact of its activities.

1.2 General Process

This general process for valid claims in the voluntary claims process is as follows:

1. Initially through the Direct Voluntary Claims Process, outlined in Section 3.0
2. Then, if required, through the Compensation Committee Option, outlined in Section 4.0

1.3 Regulatory Regime

This program is aligned with C-NLOPB's and CNSOPB's *Compensation Guidelines Respecting Damages Related to Offshore Petroleum Activity* (Compensation Guidelines 2002) and Section 162 of the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act*.

Where this program fits into the Compensation Guidelines (2002) is illustrated in Figure 1.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

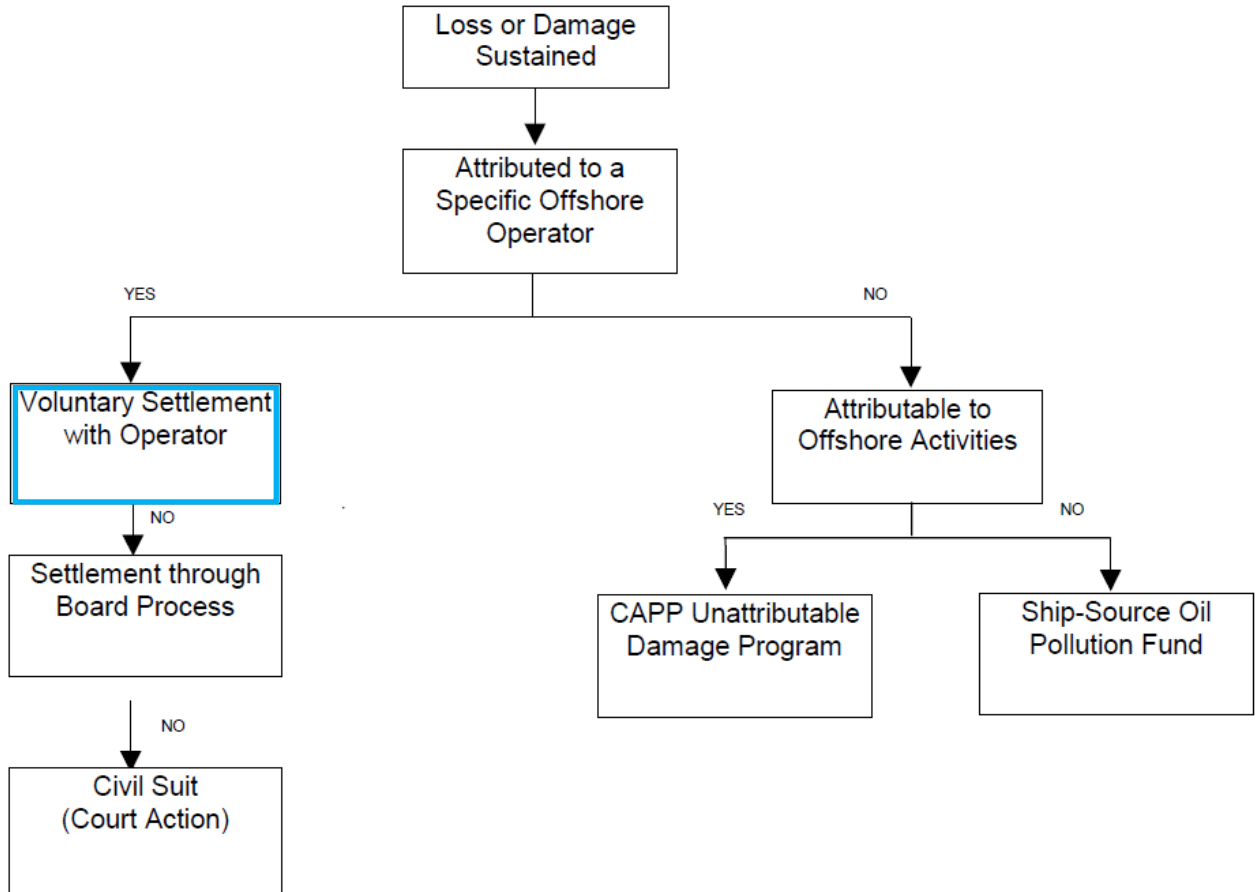


Figure 1. Claims Process modified from *Compensation Guidelines (2002)*; blue box has been added and covered by this Program.

2.0 ELIGIBLE CLAIMS (FOR BOTH VOLUNTARY CLAIMS PROCESSES)

This section outlines the general eligibility in terms of timing, inclusion, exclusions, financial limits, eligible claimants and coverage for both voluntary claims processes.

2.1 Timing of Claims

The Voluntary Claims Programs will operate throughout the life of the Project, including production, drilling, and abandonment, and claims can continue to be initiated under the Program, subject to the time period set out in the relevant portions of the Atlantic Accord Act¹.

Any claims made within the specified time frames can be carried through to completion. With the exception of those limits specified by law, time limits and/or deadlines specified in this Program may be lengthened by the mutual consent of the Claimant and the Operator or by the Chair and/or the Committee for good cause.

2.2 Inclusions

The Program applies to actual losses that might occur to harvesters and processors from damage to fishing gear and vessels as a result of interaction with Project vessels/debris outside the Safety Zone, or from Oil Spills originating within this Zone.

- Actual losses or damage - includes loss of income, including future income, and, with respect, to any aboriginal people of Canada, includes loss of hunting, fishing and gathering opportunities (*Accord Act, Section 162(1)*).
- Debris - any installation of structure that was put in place in the course of any work or activity required to be authorized under paragraph 138(1)(b) of *Accord Act* that has been abandoned without such authorization as may be required by or pursuant to this Part, or any material that has broken away or been jettisoned or displaced in the course of any such work or activity (*Accord Act, Section 160(3)*).
- Spills – a discharge, emission or escape of petroleum, other than one that is authorized under the regulations or another federal law or that constitutes a discharge from a vessel to which Part 8 or 9 of the Canada Shipping Act, 2001, applies or a ship to which Part 6 of the Marine Liability Act applies (*Accord Act, Section 160(1)*).
- Safety Zone – the Safety Zone for Hebron is defined as the area that is 500 m from the platform and the OLS as illustrated in Appendix A.
- Appendix A defines the extent of the Project Safety Zone.

The appropriate authority must establish proof of occurrence before a claim can be made.

¹ *Proceedings in respect of claims under this section may be instituted within three years after the day when the loss, damage costs or expenses occurred but in no case after six years after the day the spill or the discharge, emission or escape of petroleum occurred or, in the case of debris, after the day the installation or structure in question was abandoned or the material in question broke away or was jettisoned or displaced. – Section 162(5) of Section 162(5) of the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act.*

2.3 Exclusions

The Compensation Program does not apply to the following:

- Claims related to losses as a result of a fishing vessel being within the Project's approved Safety Zone;
- Claims against the Operator already initiated under another process (such as through the Courts, C-NLOPB, or CAPP), unless agreed by both the Operator and the Claimant, or unless a claim through the CAPP Non-Attributable Damage Program declares the Operator at fault (Figure 1);
- Damage that cannot be shown to have been caused by the Project may be claimable under the Canadian Association of Petroleum Producers (CAPP) Non-attributable Damage Program, or its successor programs;
- Claims or parts of claims resulting from loss of life or personal injury; and
- Oil Spill associated with tankers.

2.4 Financial Limits

There is no limit on the amount of compensation that may be agreed between the Operator and a Claimant before a Notice of Claim is filed. For the Compensation Committee process, however, the Committee may not award more than \$1,000,000 per incident, except in the case of an Oil Spill where the Committee may not award more than \$5,000,000 per incident, unless the Operator waives these checkpoints on a case-by-case basis.

Claims or claimants not eligible under the Program's voluntary claims process should proceed through the courts or other processes, such as the C-NLOPB procedure (Figure 1).

Committee claims for actual loss resulting from oiled gear and vessels will be considered pursuant to the \$5,000,000 checkpoint.

2.5 Eligible Claimants

Those eligible to make claims under these Programs ("Eligible Claimant") must be duly licensed and/or registered commercial fish harvesters (including aquaculturalists) and fish processors who believe that they have sustained actual loss because of damage to fishing gear or vessels or because of oil spills pursuant to Section 2.2. Only the holder of the relevant license, (for example, fishing license or processing license), may make a claim.

If for any reason and at any time, the claim or applicant is found to be ineligible under this Program, the applicant is free to pursue the Claim through another avenue, such as through the C-NLOPB, the CAPP Non-attributable Program or the courts (Figure 1).

Where a single incident affects more than one Claimant, claimants may, with the Operator's approval, choose to make claims jointly through an "initiating Claimant." Any claim payments will be made directly to the individual Claimants.

In this Program, "Claimant" means the Claimant or a person duly authorized by the Claimant to represent him or her.

2.6 Coverage

This Program covers claims for all actual loss, to fishing enterprises, aquaculturalists and fish processors which has resulted from (1) damage to fishing gear or vessels or (2) an oil spill meeting the requirements in Section 2.2.

2.7 Damage to Fishing Gear or Vessels pursuant to Section 2.2

For Eligible Claimants, this includes, but is not limited to, actual loss relating to damaged fishing vessel, gear and associated equipment. This may include costs relating to repairing, cleaning, replacing, towing, dry-docking, or renting or leasing a substitute vessel/gear.

This may also include actual loss relating to a loss of the harvest (fish) relating to the damages. This would include the costs associated with losing the value of fish caught, fish that were not caught because the vessel was not fishing, or any reduction in landed value because fish deteriorated or spoiled.

2.8 Loss Relating to an Oil Spill Pursuant to Section 2.2

For Eligible Claimants, actual loss related to an oil spill under Section 2.2 may include:

- All actual loss to a fish processor resulting directly from a gear or vessel damage incident.
- Actual loss of fishing income, including future income, resulting from:
 - loss of access to a fishing area affected directly by an oil spill,
 - value of catch (to harvesters/processors) because of tainting (either real or perceived) or spoiling by due to contact with an oil spill, and
 - inability to fish because of damage to fishing gear or vessels or due to contact with an oil spill
- A portion of the claim may include reasonable expenses incurred by a Claimant in discovering and assessing the damage. At its discretion, the Compensation Committee may also award claim preparation costs to the Claimant.
- After sustaining damage, harvesters and processors must make genuine efforts to mitigate the damage and any subsequent loss, with due allowance for safety, (e.g. by continuing to fish, if possible).

3.0 DIRECT VOLUNTARY SETTLEMENT PROCESS

The first step is the direct voluntary process. That process is outlined below.

3.1 If an Incident Occurs

If a potential Claimant discovers damage that is believed to have been caused by the Project and qualifies under Section 2.2, the Claimant should, without delay:

- Take all reasonable action to prevent further or continuing actual loss, without risking the safety of the vessel or crew;
- If it can be done safely, secure any materials, (e.g. damaged or oiled nets), or other information, (e.g. photograph of damage), which may be used as evidence to support a claim;
- As soon as possible after discovering the damage, and no later than three days afterwards, notify the Operator's Designated Contact, (See Appendix B.), in person or by telephone that an incident has occurred;
- Complete a Damage Report Form, (See Appendix C.), and deliver, mail or fax it as indicated on the form. This should be done as soon as possible after the incident.

3.2 Making a Claim

To make a claim:

As soon as possible, the potential Claimant should secure any documents or records, (e.g. fish plant settlement sheet/buyer's sales slip), which may be used as evidence to support a claim.

The Claimant must complete the appropriate **Loss Claim Form**, (See Appendix D.), and submit it to the **Operator's Designated Contact**, (See Appendix B), within 45 days of the incident.

The Claimant will then be contacted by the Operator, and at that time may be asked to supply more information or evidence to support the claim.

3.3 Evidence

It is the responsibility of the Claimant to provide evidence of actual loss and that this loss is attributable to the Operator's activities.

A copy of any evidence the Claimant has been able to collect and/or record, (e.g. photographs or past sales records), should be presented to the Operator with the initial claim.

3.4 If the Claim is Accepted by the Operator

After examining the information filed by the Claimant, the Operator will meet and discuss the matter with the Claimant to determine whether the Operator accepts that:

1. Claimant is an Eligible Claimant and therefore eligible to make a claim under this Program pursuant to Section 2.5 herein.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

2. Claim is eligible under this Program pursuant to Section 2.2 herein.
3. Claim is valid and justified.
4. Claim amount is appropriate.

The Operator will make its decision as soon as possible after the claim is filed, but, unless by mutual consent, no later than 14 business days after the filing of the **Loss Claim Form**. (See Appendix D.) The Claimant will be notified of Operator's decision in writing. If a mutually acceptable agreement is reached, the Operator will pay the Claimant within 60 days of the signing of an **End of Claim Release Form**. (See Appendix E.)

Before it is eligible to be submitted to the Compensation Committee, the claim must be pursued with the Operator in this manner, (i.e. between the two parties), until it is clear that no acceptable settlement can be reached.

3.5 If The Claim is Rejected by the Operator

If the Operator rejects the claim or any part thereof, the reasons will be stated on the written notification to the Claimant. The Claimant may then:

1. drop the claim;
2. pursue the claim further under this Program by referring it to the Compensation Committee; or
3. proceed with a claim through any other available avenue, such as the C-NLOPB or the courts.

If the Claimant chooses to pursue the claim further under this program, (i.e. option 2, above), he or she will file a **Notice of Claim to the Compensation Committee Form**, (See Appendix F.), and the proceedings will be as described in Section 4.0 below.

4.0 THE COMPENSATION COMMITTEE OPTION

This section describes the process that can only be followed once the initial Direct Voluntary Claims Committee Process has been completed. A description of the Compensation Committee is detailed below and its **Terms of Reference** are provided in Appendix G.

4.1 Making a Claim to the Compensation Committee

To initiate a claim to the Compensation Committee, the Claimant must notify the Chairperson of the Compensation Committee within 45 days of receiving the Operator's written rejection of the claim. The Claimant will do this by completing and signing a **Notice of Claim to the Compensation Committee Form**, (Appendix F), and sending it, with a copy of the **Damage Report Form**, (Appendix C), the **Loss Claim Form**, (Appendix D) and the Operator's written rejection of the claim, to the Chairperson.

By signing the **Notice of Claim to the Compensation Committee Form**, the Claimant agrees to be bound by the Compensation Committee's decisions and by the other provisions of this Program. The Operator agrees to be similarly bound if the other provisions of this Program are met.

In signing the **Notice of Claim to the Compensation Committee Form**, the Claimant agrees that no information originally presented by the Operator during the Compensation Committee proceedings will be used in any other proceedings without Operator's consent, or without an order of the Court, except where the Committee determines that either another party is at fault or that the damage is non-attributable, in which case the information may be used in a claim against another party or to CAPP. The Operator will be similarly bound with respect to information presented by the Claimant.

At any point before the start of the Compensation Committee hearings, a Claimant may, in writing, choose to withdraw the claim from the Compensation Committee arbitration process, and may then pursue the claim through another process, (e.g. C-NLOPB or the Courts), and the Compensation Committee will end its proceedings involving that Claimant without issuing a decision.

In addition, the Claimant may stop the claim at any time before a decision is rendered by signing an **End of Claim Release Form** (Appendix F). Signing this form means that the Claimant will make no further claim against the Operator in connection with this incident.

4.2 Proceedings of the Compensation Committee

The day the first **Notice of Claim Form** is received by the Compensation Committee will be the start of a 45-day waiting period. During this period no claims associated with the incident will be heard. At the end of this period, the Compensation Committee will address claims received within the 45-day waiting period up to \$1,000,000 for gear and vessel damage and \$5,000,000 for oil spills, starting from the smallest claims and working upwards. Where it is apparent that there will be only one claim, the Committee, at its discretion, can dispense with the 45-day waiting period and proceed with processing the claim in advance of the 45-day waiting period.

When claims received reach the designated checkpoints of \$1,000,000, (gear and vessel), or \$5,000,000, (Oil Spills), respectively, unless the Operator agrees in writing to increase the checkpoints, all other claimants will be notified and have the opportunity to pursue their claims

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

through other means. When the first group of claims has been adjudicated, and if less than the checkpoints have been awarded, then those claimants remaining, or who have filed in the meantime, will be eligible to be heard, starting with the smallest claim, and so on, until the checkpoints have been reached for that incident.

The hearing will be convened as quickly as possible but no sooner than 15 business days after the end of the waiting period and no later than 90 days after receiving the **Notice of Claim Form**, unless the total disputed claims exceed the respective checkpoints or unless this timeline is not feasible for good reason, for example, a request by the Claimant or the Operator that the proceedings be delayed, or because of fishing activities or because a vessel master was not available. If the total disputed claim exceeds the checkpoint(s), the first hearing will be held in the timeframe described above and other eligible claims will be scheduled in the order of their receipt by the Committee. In all cases, the Operator and the Claimant will have at least 10 business days' advance notice of the date of the hearing. The Committee will decide upon any request for a delay.

The Chairperson will notify the appropriate Compensation Committee members, the Claimant and the Operator of the time and place of the hearing, which will be decided by the Compensation Committee Chairperson.

Both the Claimant and the Operator may submit any written material, affidavits, sales records, maps, illustrations, photographs and/or any other relevant evidence to the Chairperson for distribution to Compensation Committee members and to the other party in the claim. The information presented may relate to both the proof of the claim and the amount of the claim.

Such materials must be submitted to the Compensation Committee through the Committee Secretary no later than seven business days before the day of the hearing.

The Chairperson will also ensure that a copy of all submitted forms, the Operator's written rejection of the initial direct voluntary claim, and other notices, are circulated to Compensation Committee members no later than five business days before the day of the hearing.

The Operator and the Claimant will provide such additional information or documentation as may reasonably be requested by the other party or by the Compensation Committee. If, in the opinion of the Committee, essential information has not been provided, the Committee may decide not to proceed with the hearing, and the Claimant may proceed with the claim through another process.

All information presented to the Compensation Committee or at the hearing will be held in confidence by all participants and shall not be disclosed to any third party, except as described in Section 4.1.

4.3 The Hearing

Except as provided below, the Compensation Committee will in general determine its own procedure. The proceedings will be fair and equitable, and suited to the specific claim being made.

If either the Claimant or the Operator chooses not to appear or be represented at the hearing, the Compensation Committee may proceed to consider the written submissions and the information presented at the hearing by the party that does appear.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

At the hearing, the Claimant may represent him or herself, or have any other individual represent him or her. If another person represents the Claimant, the Claimant must also be present, (or available by other means, such as teleconference, to answer questions. The Operator may be represented by any person chosen by the Operator.

The Hearing will be recorded.

If in dispute, the Compensation Committee will consider whether:

1. The Claimant is an Eligible Claimant and the claim are eligible for consideration under this Program (Section 2.0),
2. Operator is responsible for the loss or damage.

If the Claimant and the Operator agree these issues are not in dispute, the Committee will hear evidence and decide on the amount of the award only.

During the hearing, either party may bring forward witnesses or legal affidavits of witnesses or other persons. The witness will be required to take an oath in order to provide any evidence and may be questioned by the Claimant, Compensation Committee members or the Operator.

At the discretion of the Committee, new documentation may be presented during the hearing, with the provision that the other party can ask the Committee for sufficient time to consider the new information before proceeding further.

If either the Operator or the Claimant wants to call witnesses who have not agreed to appear voluntarily, (e.g. if the Claimant wants to call a Master of a Project contracted vessel or a person employed by a contractor), the Compensation Committee may order that the other party help secure the witness's appearance.

The Compensation Committee may also consult with outside experts.

Hearings will continue at times set by the Chairperson until both the Claimant and Project have presented all the information they choose to bring forward and until the Chairperson, in consultation with the Committee, is satisfied that it is ready to make a decision.

Prior to making its decision, the Compensation Committee is entitled to deliberate the issues, without the Operator or the Claimant present. The Compensation Committee is entitled to recall any person for further questioning, but both the Claimant and the Operator can be present for the questioning if they so choose.

Decision: During the proceedings, the Compensation Committee may have to consider whether the Claimant and the claim are eligible for consideration under the Program, whether the Operator is responsible for causing the damage and associated loss and the amount of the award if one is to be made.

Considerations: The amount awarded should follow the principles of ensuring fair compensation and that the Claimant is no better or worse off than before the loss occurred. In general,

1. The amount of actual loss assessed will be at the discretion of the Compensation Committee within the applicable limit (section 2.4), unless waived by the Operator. Wherever possible and feasible, compensation will be for the cost of repairs.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Compensation for lost net income from fish sales will consider revenue which might have been realized at both the harvesting and processing levels if the damage or loss had not occurred as well as related expenses that would have been incurred. The Compensation Committee award will not include amounts for avoidable costs. (For the purpose of this Program, wages/shares for crew members and plant workers, and interest/carrying charges are not considered avoidable costs.) Such compensation is payable for the period from the date the damage occurred, or for the period from the date a spill began to cause actual loss to the Claimant, to the earlier of (a) the date of payment, (b) the date of replacement or repair of gear or vessel, or (c) the date when losses stopped or should reasonably have stopped, (e.g. the date that full fishing activity resumed, or could have resumed). If the Committee awards an amount for lost wages or shares, the specific amount will be identified in its written decision.

2. In establishing value of compensation to be paid in the case of an oil spill related claim, the Compensation Committee may consider, but is not restricted to considering, such factors as:
 - Amount, (e.g. quantity emitted), of the spill
 - extent of the slick
 - properties of the oil
 - duration of the spill
 - time of the spill and the species seasons affected
 - impact on resources
 - impact on quotas
 - species values in comparable unaffected areas
 - past catch, effort and production levels of the Claimant
3. Compensation for any future actual loss resulting from gear or vessel damage or oil spills, such as effects on product markets, may also be awarded by the Compensation Committee.
4. When making its award, the Compensation Committee may also apportion fault for the cause of damage and adjust the amount of an award appropriately.
5. It may also consider the Claimant's efforts to prevent more loss after the problem was discovered, or to mitigate the extent of the losses in other ways. A failure to mitigate appropriately and reasonably will be cause to reduce the amount of the award if further or continuing loss could have been avoided by the Claimant's reasonable actions.
6. The Compensation Committee may also include an amount for reasonable third-party costs associated with preparing the claim.
7. If the Committee determines that an award will exceed the Financial Limit, (i.e. \$1,000,000 or \$5,000,000), it will inform both the Claimant(s) and Operator before it issues its formal decision. The Operator may choose to agree to allow an award in excess of the respective checkpoint. The Operator must notify the Committee of its decision in writing within seven days of having been informed by the Compensation Committee. If the Operator does not agree, the Claimant(s) may choose to limit the

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

award to the amount that reaches the limit, or pursue the claim through another process, (e.g. the C-NLOPB or the Courts) and the Committee will end its proceedings without issuing a decision.

4.4 Settling the Claim

The Claimant and the Operator will be notified in writing of the Compensation Committee's decision, the award amount and the reasons for its decision, within three days of the Compensation Committee's finalizing its decision. The Operator will then pay the award amount within 120 days of the decision. At the time of transfer of funds, the Claimant will execute the End of Claim Release Form to signify that the amount is being accepted as full and final settlement of any damages or costs incurred in relation to the incident.

Any and all amounts awarded in consideration of wages and/or shares by crewmembers and/or plant workers must be fairly disbursed by the Claimant, to the satisfaction of the Compensation Committee, in accordance with the wage rate and/or share split to which those crew members and/or plant workers, in the normal course of that fishing enterprise, would have been entitled.

4.5 Further Proceedings

If the Compensation Committee finds that damage was sustained but not attributable to the Operator, the Operator is released from any future claim concerning the same incident, but the Claimant is free to make a claim against another operator or against a non-attributable damage fund.

Where the Compensation Committee finds that the Operator was not responsible for the damage, a letter stating the Committee's decision will be forwarded to the C-NLOPB and to CAPP for non-attributable damage claims. If the Claimant indicates to the Compensation Committee an intention to file a claim with the CAPP Non-attributable Program, a copy of all written evidence will be forwarded to CAPP.

Except where a claim is made to the CAPP Non-attributable Program, the findings of the Compensation Committee may not be introduced as evidence in any subsequent court application, other compensation plan proceedings, (with the exception of a claim to the Ship Source Oil Pollution Fund), or any proceeding before an administrative tribunal, without the written agreement of both parties, nor may any member of the Compensation Committee be requested by the other party to appear as a witness.

Notwithstanding the above, either the Claimant or the Operator may apply to re-open the claim, (concerning either Operator's responsibility for loss/damage or the amount of a previous award), if new evidence that was not available, and could not reasonably have been available at the time of the first hearing, becomes available after a decision of the Compensation Committee. In such cases the Committee will meet first to decide if the claim will be reheard. A request for a rehearing must be made within one year of the Compensation Committee's original decision and within the term of the Program.

Appendices

APPENDIX A – SAFETY ZONE

APPENDIX B – OPERATOR CONTACT INFORMATION

Contact Information

ExxonMobil Canada Properties Office Address:

20 Hebron Way

St. John's, Newfoundland

A1A 0L9

24 Hour Emergency Contact: 1-800-650-0046

APPENDIX C – DAMAGE REPORT FORM

Guide for Completing Damage Report (for Fish Harvesters)

This Guide outlines the steps Fish Harvesters should take to report an incident and begin a claim under the Program. (Fish Processors should see the Claim Guide for Fish Processors; Harvesting-Processing firms should follow both Guides and complete all forms referenced.)

All potential claimants should read the document entitled Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills which fully describes Program coverage, eligible claims and incident reporting procedures. In the event of any conflict the Program as documented in the full document and not this quick guide will prevail.

Reporting an Incident

If you discover damage which you believe was caused by the Operator, you should:

1. take all reasonable action to prevent further or continuing damage, without risking the safety of the vessel or crew;
2. if it can be done safely, secure any materials (e.g. debris), or other information (photo of damage) which may be used as evidence to document the incident and/or support a claim;
3. as soon as possible after discovering the damage, and no later than 72 hours afterwards, notify the Operator's Designated Contact, as per Appendix B, that a damage incident has occurred; and
4. complete a Damage Report Form as soon as possible.

Making a Claim

If you want to make a claim for losses resulting from the incident, you should

1. secure any documents or records (e.g. fish plant settlement sheet/buyer's sales slip) which might be used as evidence to support a claim; and
2. complete a Loss Claim Form (Appendix D).

It is important that you complete all relevant parts of the forms so that your claim can be processed as quickly as possible. You can submit these forms separately or both together to the Operator's Designated Contact (see Appendix B).

Eligible Claims (see section 2.0 for full details)

Claims are not eligible under this Program if they

- are for damage which occurred because of being in the Operator's Safety Zone,
- have been started against the Operator through another process (such as the Courts).

No part of a claim may be for loss of life or personal injury.

Who Should Make the Claim? (see section 2.5 for full details)

Those eligible to make a claim under this Program are either:

1. the operator or owner of the Canadian Fishing Vessel (CFV) involved in the incident (sustaining damage and / or using the gear that was damaged), or
2. the holder of the DFO commercial fishing license related to the loss, or
3. the owner of the fishing enterprise's company.

If not the same person, you will need to decide together who should make the claim.

If you need assistance with any form or if you have questions about the Program or eligibility please contact the Secretary to the Compensation Committee.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Damage Report Form

Preliminary Report : _____ Final Report: _____ Date of Report: _____

1. Contact Info of person completing this report

Person completing this Report	
Position	
Telephone/Fax No/Email	
Address	

2. Skipper Info:

Skipper at time of incident	
Telephone/Fax No/Email	
Address	

3. Vessel Info:

Name of Fishing Vessel	
CFV/AIS/VMS No	
Vessel Owner	
Owner Address	

4. License/Permit Info

License or Permit holder's name (Of gear and/or vessel involved)	
Position	
License/Permit Held (include number)	
Telephone/Fax No/Email	
Address	

5. Claimant Info

Claimant name	
Telephone/Fax No	
Address	

6. Incident Details

6a. Date of the loss/damage incident:	
6b. Approximate time of the incident:	
6c. Location of the incident or discovery: (Lat./Long.)	
6d. Wind / weather / visibility / sea state at time of incident or discovery:	

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

7. Incident Description (use additional sheets as necessary)

7a. Draw a sketch/diagram showing the position of your vessel/gear in relation to the vessel, debris, spill etc., which caused the damage:	
7b. Describe the type of loss or damage sustained (e.g. quantity & description of gear damaged or affected):	
7c. Describe how the incident occurred:	
7d. Describe measures you took to recover gear, or to stop or limit the damage or loss:	
7e. Names of other vessels in the area at the time of the incident (if known)	
7f. How was the operator initially contacted (including time, name of contact):	
7g. Was Canadian Coast Guard / DFO informed? (y/n) If yes, who was contacted? When?	
7h. Identify any witnesses, debris collected, evidence of the damage (e.g. photographs) or other information you have about the incident:	

I hereby certify that the above information is, to the best of my knowledge, full and accurate in every detail.

Signed by (Print): _____ Signature: _____ Date: _____

APPENDIX D – LOSS CLAIM FORM

Guide for Completing Loss Claim Form (for Fish Harvesters and Processors)

This Guide outlines the steps Fish Harvesters and Processors should take to claim under the Program. (Fish Harvesters should also see the Guide for Completing Damage Report; Harvesting-Processing firms should follow both Guides and complete all forms referenced.)

All potential claimants should read the document entitled Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills which fully describes Program coverage, eligible claims and incident reporting procedures. In the event of any conflict the Program as documented in the full document and not this quick guide will prevail.

Making a Claim

If you believe that you have sustained a loss because of Gear or Vessel Damage or an Oil Spill pursuant to Section 2.0 of the *Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills*, as soon as possible you should,

1. secure any documents or records (e.g. purchase receipts, sales slips) which may be used as evidence to support a claim;
2. determine whether the harvester sustaining the damage has reported the incident and filed a damage Report Form; and
3. complete a Loss Claim Form.

If for some reason the Harvester who sustained the damage has not filed a Damage Report, inform the Operator immediately and give the full particulars to the best of your knowledge. The claimant should also contact the harvester and ask him / her to supply information about the incident as quickly as possible, if a Damage Report has not already been filed.

It is important that you complete all relevant parts of the form so that your claim can be processed as quickly as possible and submit the form to the Operator's Designated Contact, as per Appendix A.

Eligible Claims (pursuant to Section 2.0 of the *Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills*)

Claims are not eligible under this Program if they:

- are for damage which occurred because of a vessel being in the Operator's Safety Zone,
- have been started against the Operator through another process (such as the Courts).

Who Should Make the Claim (pursuant to Section 2.5 of the *Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills*)

Processors eligible to make a claim under this Program are either one of the following - i) the licensed operator of the fish processing facility affected or ii) the owner of the fish processing enterprise/company. If not the same person, you will need to decide together who should make the claim.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Loss Claim Form

If you need assistance with the Claim Form or if you have questions about the Program or eligibility please contact the Secretary to the Compensation Committee.

1. Person Making this Claim

Person completing this Report	
Position	
Telephone/Fax No/Email	
Address	

2. Fish Harvesting Info

Fish Harvesting Enterprise	
Fish Processing Enterprise	
Enterprise Name	
Address	
Telephone/Fax No./Email	
Fishing License No.	
Processing Permit No	

3. Incident/vessel Details

Date of Incident	
Damage Report Filed by:	
Date Damage Report Filed*	
Name of Fishing Vessel Involved	
CFV/AIS/VMS No	

4. Representation

Are you representing other Claimants in a joint claim?	
Are you being represented by another Claimant in a joint claim?	
If yes, by whom are you being represented?	

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

5. Description of Loss (use additional sheets as necessary)

5a. Please describe how/why loss occurred	
5b. Describe measures taken to use alternate grounds/find alternate suppliers or other measures taken to stop or limit losses	
5c. Please itemize losses and costs you are claiming. (You will also be asked to support the value of this claim by providing purchase receipts/catch records, wage reports, etc.)	
Source and Type of Loss	Amount Claimed
Total Claimed	
5d. Expenses and/or lost revenue not included above (if claiming for lost wages or shores, include names, FIN, address and the telephone numbers of all persons included):	
Source and Type of Loss	Amount Claimed
Total Claimed	

I hereby certify that the above information is, to the best of my knowledge, full and accurate in every detail.

Signed by (Print): _____ Signature: _____ Date: _____

APPENDIX E – END OF CLAIM RELEASE FORM

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

End of Claim Release Form

FOR GOOD CONSIDERATION THE AMOUNT OF _____ (\$ CDN) AS THE AWARD MADE BY THE COMPENSATION COMMITTEE IN RESPECT OF CLAIM NUMBER _____ (*): the undersigned hereby forever releases, discharges, acquits and forgives _____, its affiliates, contractors and subcontractors, representatives, agents, employees, servants, officers, successors and assigns from any and all claims, actions, suits, demands, agreements, liabilities and proceedings both at law and in equity arising from the beginning of time to the date of these presence and more particularly related to: _____.

It is further agreed that this consideration is given without any admission of liability or responsibility on the part of _____, its affiliates, contractors and subcontractors, representatives, agents, employees, servants, officers, successors and assigns, for the incident described above.

This release shall be binding upon and inure to the benefit of the parties, their successors, employees, contractors, subcontractors, assigns and representatives.

Signed this _____ day of _____ (month) _____ (year)

Name: _____
(Print)

X _____
(Signature)

Of _____
(Address)

In the presence of:

X _____
Signature of Witness

*Claim number to be established by the Compensation Committee

APPENDIX F – NOTICE OF CLAIM TO COMPENSATION COMMITTEE

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Guide for Completing Notice of Claim to Compensation Committee (for Fish Harvesters and Processors)

PLEASE READ CAREFULLY BEFORE SUBMITTING THE NOTICE OF CLAIM TO THE COMPENSATION COMMITTEE

A claim to the Compensation Committee can only be made if you have first made a claim directly to the Operator and have not been able to reach agreement about any or all aspects of the Claim.

It is your responsibility to submit a properly completed, signed and witnessed Notice of Claim within 45 days of receiving the Operator's written rejection of your claim or the claim amount.

You may submit the Notice of Claim by hand, or by certified/registered mail, to the Secretary of the Compensation Committee,

The Notice of Claim may be submitted by fax as long as a signed original is delivered within three working days afterwards.

The Notice of Claim must be accompanied by the following items (don't forget to keep copies for yourself);

- A copy of the original Damage Report (if available)
- A copy of the original Claim Form(s); and
- A copy of the Operator's written decision.

Please note that awards for amounts in excess of \$1,000,000 (for Gear and Vessel Damage) and \$5,000,000 (for Oil Spills) cannot be settled by the Committee without consent of the Operator.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Notice of Claim to the Compensation Committee Form

This is a request by the undersigned that the Compensation Committee (the Committee) proceed with a binding claim resolution process as specified in the Fisheries Compensation Program (the Program) in the matter of a claim for an incident which occurred on:

(date) _____ involving _____

brought by (Name:) _____, (Title/Position:) _____

of (Ship/Firm:) _____ based in _____

against the Operator. The incident is described in the accompanying Damage Report Form (if available) signed by _____, dated _____; and the losses claimed are described in the accompanying Loss Claim Form

Signed by: _____ Dated: _____

CLAIMANT TAKE NOTE: You have other options for making a claim against the Operator, such as proceedings in the Courts, or to the Canada-Newfoundland and Labrador Offshore Petroleum Board (C-NLOPB) as provided for pursuant to the Canada-Newfoundland and Labrador Atlantic Accord Implementation Act and its Guidelines. By signing this Notice of Claim, you agree to give up your right to make a claim through any other process (except as allowed under the Program) and agree to be bound by the Compensation Committee's decision concerning the validity and the amount of the claim, and by the other provisions and conditions specified in the Program documents.

- 1) I understand and agree that this is a submission to a binding claim resolution process, as specified in the Program, of all matters arising between the parties with respect to the Claim under the provisions of the Arbitration Act unless otherwise specified in the Program, and that this submission is irrevocable by me. I hereby specifically waive any right to any other remedy including my right to make a claim through the Courts or to the C-NLOPB, except as allowed under the Program. The same rules bind the Operator.
2) I agree that the Compensation Committee has all the powers conferred on an arbitrator under the Arbitration Act, and understand that this Act also shall be followed with respect to procedure. The Chairperson shall be responsible for and shall have full authority to determine all procedural matters, complying where necessary with the Arbitration Act.

Signed by (Print): _____ Signature: _____

Location: _____ Date: _____

Witnesses: _____ Title: _____

APPENDIX G – TERMS OF REFERENCE

Compensation Committee - Terms of Reference

Purpose of the Committee

The purpose of the Compensation Committee (the "Committee") is to decide on compensation claims arising through the Operator's Commercial Fisheries Compensation Program (the "Program").

The Committee provides fair and timely resolution of such claims where agreement has not been reached between a Claimant and Hebron, and if the Claimant chooses the binding claim resolution process through the Compensation Committee.

The Committee makes decisions and conducts other duties as described in the Program. Where there is an apparent conflict between these Terms of Reference and the Program, the Program document will take precedence.

Committee Composition

The Compensation Committee is made up of three persons for any one claim. All members will be independent of all parties and have no interest in the outcome of the proceedings:

1. a Chairperson acceptable to both the Operator and the fisheries industry representatives on the Petroleum-Fisheries Liaison Group,
2. a member appointed by the Operator (not a current employee or contractor of the Operator or the petroleum industry), and
3. a member appointed by the fisheries industry, recommended by the fisheries industry representatives on the Petroleum-Fisheries Liaison Group (not a current employee of the commercial fisheries industry).

Other than the Chairperson, different members may be designated for the assessment of specific claims, based on the different sectors (i.e. inshore, mid-shore or offshore) involved. The Operator may similarly designate different appointees for different claims, if it so chooses.

The fisheries industry and the Operator will also identify acceptable alternates.

The Chairperson will be appointed for a three-year term, and other members will be appointed for two-year terms. All terms are renewable.

All members will be required to sign declarations of any potential conflicts of interest.

One Ocean, a liaison organization for the fishing and petroleum sectors in Newfoundland and Labrador, in consultation with the Chairperson will appoint a Secretary to the Committee.

Neither the Hearing nor the Decisions phases of the proceedings may begin or continue without the full attendance of the appropriate Committee or else their alternates. Substitution of an alternate will normally occur before the Hearing convenes; in exceptional circumstances (e.g. prolonged illness of a Member), and at the discretion of the Chairperson, an alternate may take the place of a Member after proceedings have begun. In such a case, the alternate must be given a full opportunity to study the information presented and the recordings and/or transcripts before the proceedings resume.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

Duties

The Chairperson is responsible for ensuring that required procedures and deadlines are followed, and that the Hearings are conducted properly and fairly. The Chairperson is also responsible for supervising any voting that may be necessary.

Before the first Claim is heard, the Chairperson will arrange an orientation meeting(s) with all Committee members and alternates, and with representatives of the Operator and the Fisheries Liaison Group.

The Secretary, under the direction of the Chairperson, is responsible for undertaking and managing the Committee's administrative functions, for assisting the Chairperson and other Committee members as requested, for circulating documents, and for keeping the official record of Committee proceedings and decisions. (Job description to be developed by the Chairperson and the Fisheries Liaison Group.)

In general, the Chairperson is responsible for ensuring that the Program is followed properly once the Notice of Claim has been submitted. This includes ensuring that various Program criteria have been met and that all conditions of the Program have been satisfied.

Decisions of the Committee

The Committee may be called upon to make formal decisions, including the following: eligibility of the Claim or the Claimant, requests for delays in proceedings and deadlines, responsibility for the damage (whether it has occurred and/or whether or not it is attributable to the Operator), the value of the loss and associated expenses (i.e. an appropriate settlement amount), re-opening a terminated or previously settled Claim, releasing information to other parties (such as CAPP), and releasing a Claimant or the Operator from the terms of the Notice of Claim.

Committee decisions will be made by a process of consensus among members; failing this, decisions will be made by a simple majority vote of the members. All members, including the Chairperson, may vote.

The Committee will in general determine its procedure during the Hearing and deliberations, ensuring that all proceedings are fair and equitable to both parties, and suited to the specific Claim being made. Unless otherwise specified in the Program, the Committee will follow the Arbitration Act.

The Hearing will continue (at times set by the Chairperson) until both the Claimant and the Operator have presented their information and until the Compensation Committee is satisfied that it is ready to make a decision.

If the Committee determines that the award will exceed (or is likely to exceed) \$1,000,000, or \$5,000,000 in the event of claims resulting from an oil spill, as soon as it is practical it will inform both the Claimant and the Operator before it issues its formal decision. At this point, the Operator may choose to agree to allow an award in excess of the respective limitation. If the Operator does not so agree, the Claimant may choose to pursue the Claim through another process (e.g. the Courts) and the Committee will end its proceedings without issuing a decision. The Operator must notify the Committee of their decisions in writing within 7 days of having been informed by the Compensation Committee.

If some portion of an award is to be paid to third parties (e.g. employees of the Claimant), these amounts will also be specified by the Committee.

Fisheries Compensation Program for Gear and Vessel Damage and Oil Spills

The Secretary will ensure that all Hearings are digitally recorded and will keep full and accurate minutes of all proceedings and all Committee decisions.

Costs and Financial Accountability

All expenses related to the administration and operation of the Committee will be paid by Operator. These include costs associated with the duties of the Chairperson, the operations of the Committee, including administrative support, tape recording and transcription services, the Secretary to the Committee, accounting fees, insurance, office expenses, fees for any experts required by the Committee, and any fees for outside research, and travel and accommodation costs incurred by its members while they were engaged in the work of the Committee. Funds will be transferred at the request of the Chairperson to an account in the name of the Committee. The Chairperson and another designated Committee Member shall have signing powers on behalf of the Committee.

Honoraria will be paid at the following rates:

- Chairperson (for time spent undertaking administrative duties, preparing Claim proceedings and during Committee hearings/meetings) based on a per diem rate of \$500.
- Other Committee Members (for time spent preparing for or attending Committee hearings/meetings) based on a per diem rate of \$500.
- In addition, an annual stipend will be paid to the Chairperson and each Committee member.
- The Chairperson is responsible for ensuring that all monies are spent in an appropriate manner and will, upon request, provide audited statements to the Operator and/or the Fisheries Liaison Group.

Certificate of Completion

Envelope Id: 699F0E1BF3184FA28A2BA0CEB2211CD5	Status: Completed
Subject: Please DocuSign: CAHE-EC-OOREF-01-006-5009-000_D1.doc	
Source Envelope:	
Document Pages: 37	Signatures: 4
Certificate Pages: 3	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	PATRICIA MOORES
Time Zone: (UTC-06:00) Central Time (US & Canada)	Address Redacted
	patricia.moores@exxonmobil.com
	IP Address: 158.26.65.166

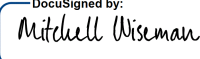
Record Tracking

Status: Original	Holder: PATRICIA MOORES	Location: DocuSign
January 25, 2021 14:01	patricia.moores@exxonmobil.com	
Security Appliance Status: Connected	Pool: Main SecApp 1	

Signer Events

Mitchell Wiseman
 mitchell.r.wiseman@exxonmobil.com
 ExxonMobil General
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 7408E189F8AE4DA...
 Signature Adoption: Pre-selected Style
 Using IP Address: 158.26.65.170

Timestamp

Sent: January 25, 2021 | 14:04
 Viewed: January 26, 2021 | 11:38
 Signed: January 28, 2021 | 08:29

Electronic Record and Signature Disclosure:

Accepted: May 9, 2018 | 19:42
 ID: c1f7192b-1811-4e73-a5d1-0f9cb686c605
 Company Name: Exxon Mobil Corporation

Landon Miller
 landon.m.miller@esso.ca
 ExxonMobil General
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 8C62351509B14B9...
 Signature Adoption: Pre-selected Style
 Using IP Address: 158.26.65.167

Sent: January 28, 2021 | 08:29
 Viewed: January 28, 2021 | 08:32
 Signed: January 28, 2021 | 08:33

Electronic Record and Signature Disclosure:

Accepted: January 21, 2019 | 13:28
 ID: 1fb37573-a6fa-4291-8817-b60ab91b86cc
 Company Name: Exxon Mobil Corporation

Michael Harris
 michael.s.harris@esso.ca
 Hebron SSHE Supervisor
 ExxonMobil General
 Security Level: Email, Account Authentication (None)

DocuSigned by:


 8422648B010A471...
 Signature Adoption: Pre-selected Style
 Using IP Address: 158.26.2.168

Sent: January 28, 2021 | 08:33
 Viewed: January 28, 2021 | 09:35
 Signed: January 28, 2021 | 09:35

Electronic Record and Signature Disclosure:

Accepted: September 14, 2020 | 09:25
 ID: 9582d6a6-98bb-4842-976e-703df190a5a6
 Company Name: Exxon Mobil Corporation

Matthew Deveau
 matthew.a.deveau@exxonmobil.com
 Operations Manager
 XTO
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 ED597AE5799D476...
 Signature Adoption: Drawn on Device
 Using IP Address: 158.26.65.169

Sent: January 28, 2021 | 09:35
 Viewed: January 28, 2021 | 10:48
 Signed: January 28, 2021 | 10:49

Electronic Record and Signature Disclosure:

Signer Events	Signature	Timestamp
----------------------	------------------	------------------

Accepted: October 4, 2020 | 05:43
ID: a18bc7f1-b588-429e-bf42-b899332170dd
Company Name: Exxon Mobil Corporation

In Person Signer Events	Signature	Timestamp
--------------------------------	------------------	------------------

Editor Delivery Events	Status	Timestamp
-------------------------------	---------------	------------------

Agent Delivery Events	Status	Timestamp
------------------------------	---------------	------------------

Intermediary Delivery Events	Status	Timestamp
-------------------------------------	---------------	------------------

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Witness Events	Signature	Timestamp
-----------------------	------------------	------------------

Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	January 25, 2021 14:04
Certified Delivered	Security Checked	January 28, 2021 10:48
Signing Complete	Security Checked	January 28, 2021 10:49
Completed	Security Checked	January 28, 2021 10:49

Payment Events	Status	Timestamps
-----------------------	---------------	-------------------

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE Exxon Mobil Corporation (ExxonMobil) [1] uses the DocuSign service to collect signatures, endorsements, and approvals for corporate purposes. DocuSign may be used by ExxonMobil to conduct corporate business endorsements and approvals or to gather electronic signatures from 3rd parties for business purposes. Please read the information below and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

Acknowledging your access and consent to receive materials electronically By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference.
- I am authorized to do the specific type of work (approve, endorse, etc.) in the country where I am physically located when using DocuSign

Getting paper copies You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing the document.

How to contact Exxon Mobil Corporation: For email address changes or if you have questions about a document you receive please contact the sending ExxonMobil Business organization.

[1] ExxonMobil and/or ExxonMobil Affiliates mean (a) Exxon Mobil Corporation or any parent of Exxon Mobil Corporation, (b) any company or partnership in which Exxon Mobil Corporation or any parent of Exxon Mobil Corporation now or hereafter, directly or indirectly (1) owns or (2) controls, more than fifty per cent (50%) of the ownership interest having the right to vote or appoint its directors or functional equivalents ("Affiliated Company") and (c) any joint venture in which Exxon Mobil Corporations, any parent of Exxon Mobil Corporation or an Affiliated Company has day to day operational control.