

SITE VISITATION AGREEMENT

This Site Visitation Agreement ("Agreement") is entered into this ___ day of _____, 2021, between **Ovintiv USA Inc.** ("Ovintiv"), and _____ ("Visitor") for the purpose of _____.

RECITALS

WHEREAS, Ovintiv operates various oil and gas field leases, wells, storage yards and/or other facilities (the "Assets"), including sites at which various oil and gas operations are conducted and petroleum products may be stored and or processed;

WHEREAS, Visitor desires to access the Assets to _____, which requires Visitor to be on Ovintiv's site ("Services").

WHEREAS, Ovintiv is agreeable to granting Visitor access to the Assets on the terms and conditions set forth herein.

WHEREAS, the parties desire to set forth the indemnities and risk allocation between Ovintiv and Visitor regarding potential risks, including personal injury and property casualty, relating to the Services hereunder.

NOW THEREFORE, in consideration of the mutual promises herein, the receipt and sufficiency of which is hereby acknowledged by the parties:

I. ACCESS TO ASSETS

Visitor is hereby granted access to the Assets for the sole purpose of _____. Ovintiv grants only a temporary right to access to the Assets and does not grant an easement or any other interest in the Assets. Ovintiv shall have the right to accompany Visitor upon access to the Assets and to restrict Visitor's access at any time and in any way Ovintiv, in its sole discretion, may choose.

II. REPRESENTATIVES

The term "Representatives" as hereinafter used in this Agreement shall mean Visitor, its affiliates and subsidiaries, and any of its and their officers, directors, employees, agents, consultants, representatives, invitees, successors and assigns.

III. REPORTS

If Visitor or its Representatives prepare any report or other written or electronic product of or regarding any Asset or portion of any Asset (including sampling results, notes, memos and/or summaries), Visitor shall keep, and shall cause such representatives to keep, such report confidential [and such report shall be "Confidential Information" as defined under the Confidentiality Agreement]. In addition, Visitor shall furnish copies of any reports to Ovintiv within one week of receipt by Visitor. This confidentiality provision shall survive termination of this Agreement.

IV. INDEMNITY

A. VISITOR HEREBY AGREES THAT IN CONNECTION WITH ITS ACCESS TO THE ASSETS THAT ALL ENTRY ONTO THE ASSETS BY VISITOR AND ITS REPRESENTATIVES SHALL BE AT THE SOLE RISK AND EXPENSE OF VISITOR. VISITOR AGREES TO AND SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD OVINTIV, ITS JOINT INTEREST OWNERS, THEIR PARENT, SUBSIDIARY AND AFFILIATE COMPANIES, ITS OTHER REPRESENTATIVES AND CONTRACTORS OF EVERY TIER, AND ITS AND THEIR AGENTS, EMPLOYEES, DIRECTORS, OFFICERS, SERVANTS, AND INVITEES (THE "OVINTIV

GROUP”), EACH OF THEM “INDEMNITEES”, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, SUITS, COSTS, OR EXPENSES OR CAUSES OF ACTION OF EVERY KIND AND CHARACTER (“CLAIMS”), INCLUDING ATTORNEYS’ FEES AND OTHER COSTS OF LITIGATION, IN FAVOR OF ANY PERSON OR PARTY, FOR OR ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE EXERCISE BY VISITOR AND/OR ITS REPRESENTATIVES, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, “VISITOR GROUP”), OF THE RIGHTS HEREIN GRANTED OR WORK OR SERVICES PERFORMED UNDER THIS AGREEMENT, ALONG WITH ANY VISITOR GROUP PROPERTY CASUALTY, AND FOR INJURY TO OR ILLNESS OR DEATH OF ANY REPRESENTATIVE OF VISITOR OR VISITOR GROUP, AND REGARDLESS OF THE CAUSE OF SUCH CASUALTY, INJURY, ILLNESS OR DEATH, EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, INDEMNITEES’ NEGLIGENCE OR STRICT LIABILITY, OR OTHER LEGAL FAULT OF INDEMNITEES, WHETHER SOLE, JOINT OR CONCURRENT. SUCH RELEASE, HOLD HARMLESS, DEFENSE, AND INDEMNITY OBLIGATIONS SHALL APPLY EVEN TO CLAIMS CAUSED OR CONTRIBUTED TO BY OVINTIV, ANY INDEMNITEES, OR ANY THIRD PARTY. IN NO EVENT SHALL OVINTIV AND INDEMNITEES BE LIABLE TO VISITOR OR VISITOR GROUP UNDER THIS AGREEMENT, AND VISITOR RELEASES OVINTIV AND INDEMNITEES FROM AND AGAINST, ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES RELATED TO THE PERFORMANCE OR EXERCISE OF RIGHTS UNDER THIS AGREEMENT, WHETHER OR NOT SUCH LOSSES ARE THE RESULT IN WHOLE OR IN PART FROM THE SOLE, CONCURRENT, OR COMPARATIVE NEGLIGENCE OF ANY PERSON OR PARTY, INCLUDING THE INDEMNITEES. VISITOR SHALL FULLY DEFEND ANY SUCH CLAIM DEMAND OR SUIT AT ITS SOLE EXPENSE, EVEN IF THE SAME IS GROUNDLESS. VISITOR’S INDEMNIFICATION OF OVINTIV GROUP HEREUNDER INCLUDES ANY CONTRACTUAL LIABILITY UNDER INDEMNITY AGREEMENTS THAT OVINTIV MAY HAVE WITH THIRD PARTIES CONCERNING PROPERTY CASUALTY, BODILY INJURY OR DEATH TO ANY EMPLOYEE OF VISITOR GROUP. THIS INDEMNITY SHALL BE LIMITED TO THE EXTENT NECESSARY FOR COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAWS. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

B. EXPRESS NEGLIGENCE / CONSPICUOUS MANNER. WITH RESPECT TO THIS SECTION IV, BOTH PARTIES AGREE THAT THIS STATEMENT COMPLIES WITH THE REQUIREMENT, KNOWN AS THE EXPRESS NEGLIGENCE RULE, TO EXPRESSLY STATE IN A CONSPICUOUS MANNER TO AFFORD FAIR AND ADEQUATE NOTICE THAT THIS SECTION IV HAS PROVISIONS REQUIRING ONE PARTY (THE INDEMNITOR) TO BE RESPONSIBLE FOR THE NEGLIGENCE, STRICT LIABILITY, OR OTHER FAULT OF ANOTHER PARTY (THE INDEMNITEE).

C. AS AN “INDEMNITOR”, VISITOR REPRESENTS TO OVINTIV, AS THE INDEMNITEE (1) THAT IT, VISITOR, HAS CONSULTED AN ATTORNEY CONCERNING THIS SECTION IV OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO, AND (2) THAT IT FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS SECTION IV. AS AN INDEMNITOR, OVINTIV REPRESENTS TO VISITOR, AS THE INDEMNITEE (1) THAT IT, OVINTIV, HAS CONSULTED AN ATTORNEY CONCERNING THIS SECTION IV OR, IF IT HAS NOT CONSULTED AN ATTORNEY, THAT IT WAS PROVIDED THE OPPORTUNITY AND HAD THE ABILITY TO SO CONSULT, BUT MADE AN INFORMED DECISION NOT TO DO SO AND (2) THAT IT FULLY UNDERSTANDS ITS OBLIGATIONS UNDER THIS SECTION IV.

D. Each party shall notify the other party immediately of any claim, demand, or suit that may be presented to or served upon it by any party arising out of or as a result of work performed pursuant hereto, affording such other party full opportunity to assume the defense of such claim, demand, or suit and to protect itself under the obligations of this Section IV. A party assuming control of defense of such claim may not later dispute its indemnification obligation as to that claim.

V. INSURANCE REQUIREMENTS

The Visitor will carry or cause to be carried and maintained in force for the term of this Agreement insurance coverages as described in paragraphs (i) through (iv) below with insurance companies acceptable to Ovintiv. The limits set forth are minimum limits and will not be construed to limit Visitor's liability. All costs and deductible amounts will be for the sole account of the Visitor.

(i) Worker's Compensation insurance and Occupational Disease Insurance with accordance with statutory requirements of the state in which work is being performed including Employer's Liability Insurance with limits of not less than \$1,000,000 covering location of all work places involved in this Agreement. This coverage shall include alternate employer/borrowed service endorsement.

(ii) Comprehensive/Commercial General Liability Insurance, written on an Occurrence Basis, with a limit of \$1,000,000 each occurrence Bodily Injury and Property Damage, combined including Contractual Liability coverage.

(iii) Business Automobile Insurance providing Bodily Injury and Property Damage, covering all owned, hired and non-owned vehicles, with a limit of not less than \$1,000,000 each occurrence Bodily Injury and Property Damage combined including contractual liability and pollution wording.

(iv) Umbrella/Excess Liability insurance written on an occurrence basis with no claims made features with the minimum combined single limit of \$1,000,000 each occurrence/aggregate where applicable to be in excess of the coverages and limits required in (i)-(iii) above.

All of the above described insurance policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against Ovintiv, its divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance so effected shall protect all parties, and the Visitor's insurance carrier shall be primarily liable for any and all losses covered by the described insurance.

Ovintiv, its divisions, affiliates, subsidiary companies, co-lessees, or co-venturers, agents, directors, officers, employees, and servants shall be named as an additional insured in each of Visitor's insurance policies, except statutory workers' compensation.

VI. MISCELLANEOUS

A. Laws, Rules, Regulations and Instructions.

(i) Visitor shall comply with, and shall cause its Representatives, contractors, subcontractors and their respective employees, as applicable, to comply with, all Federal, State and local laws, ordinances, rules and regulations applicable to Visitor. If applicable, Visitor shall provide Ovintiv with any inspection, testing or other documentation required by applicable law or which is requested by Ovintiv.

(ii) Visitor shall be familiar with and comply with and shall cause the other members of Visitor Group to be familiar with and comply with all of Ovintiv's rules, practices and policies as described in the Expectations and Practices on www.ovintiv.com, and such other policies as are identified by Ovintiv from time to time, all of which may be amended, and all such amendments shall be incorporated into this Agreement (collectively referred to herein as "Ovintiv Policies"). In addition, Ovintiv Policies include the Service Provider

EH&S Expectations Manual which relates to the safety and security of persons, property and protection of the environment.

B. Term of Agreement. The rights herein granted to Visitor are temporary in nature and may be terminated by either Ovintiv or the Visitor in its sole and absolute discretion at any time by serving written notice of termination of this Agreement to the other party. Termination will be effective upon the actual receipt of such notice during normal business hours. Upon termination, Visitor shall, within five business days, return all keys furnished to it by Ovintiv.

C. Non-Assignment. Visitor may not assign this Agreement without the prior written consent of Ovintiv.

D. Notices, Receipts and List. All notices required or permitted under this Agreement must be in writing and delivered by certified mail (postage prepaid), by courier service with written verification of receipt, or by hand delivery to the address of the receiving party set forth above, with a copy sent via email to the email address provided. Notices are effective when received by the recipient during the recipient's regular business hours. Notices sent by e-mail are deemed effective with confirmation of a successful transmission. Each party may change its representative or contact information by giving notice to the other party.

E. Independent Contractor. It is expressly agreed that Visitor is acting hereunder solely as an independent contractor and that all persons exercising the rights shall be deemed agents, servants or employees of Visitor and that none of such persons shall be deemed agents, servants or employees of Ovintiv.

F. Entire Agreement; Amendments. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes and merges all prior discussions and writings between them and is not subject to modification or interpretation by either party other than by an amendment hereto duly executed by both parties. Nothing in this Agreement shall be construed, interpreted or bind either Visitor or Ovintiv to enter into any other form of agreement.

G. Counterparts. This Agreement may be executed in counterparts (including by Adobe Sign or similar electronic signature method), each of which is considered an original of this Agreement, and which together will constitute one and the same instrument. When executed in counterparts, each party will be bound to this Agreement from and after the time such party has executed and delivered its executed counterpart to the other parties or their agents. Facsimile and/or electronic copies of signatures shall be deemed to be original signatures for all purposes.

H. Applicable Law. The provisions of this Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflict of law provisions. Any judicial proceeding brought hereunder shall be brought exclusively in Harris, County, Texas. Each party hereby consents to the jurisdiction of such court and waives any defense or objection to such jurisdiction and/or venue.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

OVINTIV USA INC.

VISITOR

Per: **{{Sig_es_:signer2:signature}}**

Per: **{{Sig_es_:signer1:signature}}**

{{*Name2_es_:signer2:fullname}}

Name
Title

{{*Ttl2_es_:signer2:title}}

Date: **{{Dte_es_:signer1:date}}**

Address: 370 17th Street
Suite 1700
Denver, CO 80202

Address: