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“The PPDM Association exists to create a global professional community of practice for those who manage oil and gas data and information as an essential asset using a collectively developed body of knowledge.

In collaboration with the members, the PPDM Association delivers events, publications, professional development programs, and standards that support interoperability of people, processes, and data.”

**PPDM Association
Code of Ethics
For
PPDM Workgroups
and
PPDM Committees**

June 2018

This revised code of ethics was approved by the Professional Petroleum Data Management Association Board of Directors on May 14, 2012.

Mission and format changes June 2018.





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I. PREAMBLE

The Professional Petroleum Data Management Association [hereinafter referred to as PPDM] is a not-for-profit, tax-exempt society formed to promote, develop, and otherwise improve data management practices within the upstream oil and gas industry, and to educate and certify data management professionals.

The business of the PPDM Association is managed under the direction of the PPDM Board of Directors and its delegates. This Code of Ethics serves as a code of conduct for PPDM Board members; these are all referred to as “Participants” in the remainder of this document.

It is understood and agreed that the Participants’ obligations toward PPDM as set out below are at all times subject to Participants’ duties towards the Member Company that employs the Participant. The Participant is not obliged to disclose any information that the Member Company considers to be confidential or proprietary. If there is any conflict between the Participant’s duties towards his/her employer and his/her duties towards PPDM, the former will prevail, except that the Participant may not disclose PPDM’s confidential information to their employing Member Company.

In considering your involvement in a PPDM Workgroup, Program or Committee, you should consider these questions. Any questions or concerns that arise should be raised with the appropriate PPDM representative (project leader or the PPDM CEO).

1. Does your company endorse and support the objectives of the PPDM Workgroup, Program or Committee at the PPDM Association?
2. Does your management actively support the time and effort that you must commit as a participant in the PPDM Workgroup, Program or Committee?
3. Are you able to commit the time and effort needed to complete all action items assigned to you in the PPDM Workgroup, Program or Committee, participate in meetings and other activities as needed?
4. Are you prepared to engage in the work of the PPDM Workgroup, Program or Committee, even under circumstances in which you or your management do not agree with the direction that is taken? At PPDM, we understand that the process of collective action allows a community to work towards a common objective, even when there are differences of opinion about how to proceed.
5. Are you personally supportive and an open advocate of the work being done by PPDM and the PPDM Workgroup, Program or Committee?
6. Do you agree to abide by the principles of confidentiality and conflict of interest under which the PPDM Workgroup, Program or Committee operates?
7. Are you involved with any work being done by any other organization in our industry that is working on similar programs or projects? If so, with what groups are you engaged, and in what capacity?



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II. DEFINITIONS

“Participant” or **“Participants”** refers to all PPDM volunteers and staff in their capacities in PPDM workgroups, committees and other related activities. A participant is an individual person.

“PPDM” refers to the PPDM Association, a not for profit society incorporated in Alberta, Canada.

“Representative(s)” refers to an individual person who is designated to serve on a PPDM workgroup or committee as the representative of a Participant or to otherwise represent such Participant with respect to its activities in PPDM.

III. USE OF MATERIALS AND INFORMATION

“Materials or information related to work done on behalf of the PPDM Association” includes all materials or information that reasonably might further the development of the PPDM Association, including without limitation materials related to PPDM boards, committees, workgroups, training and education, certification testing, or any other activity of PPDM.

A. Sharing of Materials and Information

Each Participant agrees to share completely any and all of its own materials and information related to work done on behalf of or in conjunction with the PPDM Association in order to inform and further the work of the PPDM Association.

B. Use of Materials and Information

Participants may not use any information provided by PPDM or acquired as a consequence of his or her Participation in any way other than in furtherance of his or her PPDM related duties.

C. Termination of Service

Upon termination of service, a retiring Participant will promptly provide to PPDM or its designate all materials or information related to work done on behalf of the PPDM Association required by the PPDM Data Retention Policy, or requested by the PPDM board of Directors or its designate.

Additionally, the Participant will delete or otherwise destroy all other documents, hard-copy files, reference materials, and other property entrusted to the Participant for the purpose of fulfilling his or her PPDM related responsibilities, except for such materials as may be necessary to protect the retiring Participant or PPDM from potential future legal challenges.

Such return will not abrogate the retiring Participant from his or her continuing obligations of confidentiality with respect to information acquired as a consequence of his or her tenure as a Participant.



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IV. NON-COMPETITION

PPDM and Participants in PPDM activities acknowledge that broad-based international cooperation and trust among interested persons and organizations is vital in order to fulfill PPDM's purpose. In order to ensure that Participants have a common interest in the purposes of PPDM and can feel secure that the results of their openness and cooperation with one another will inure only to the common purpose within PPDM, it is a condition of participation in PPDM that each Participant agrees to comply with the following requirements, this agreement shall survive for a period of 2 years following the time that any such Participant's participation with PPDM is terminated (or such lesser period, if any, as is permitted under applicable law).

No Participant in PPDM or Representative of any Participant shall engage (for its own account or for the benefit of any other person), directly or indirectly, as a principal, proprietor, partner, officer, employee, independent contractor, broker, consultant, agent, investor, solely or jointly with others, or as a stockholder, participant or other owner in or of any person, in any business or activity (whether or not for profit) that, in whole or in part, competes with the purpose of PPDM.

V. CONFLICT OF INTEREST

A. General Statement

In order to fulfill PPDM's purpose through a process that is valid, credible, inclusive and transparent, PPDM procedures must balance these sometimes competing objectives:

- (1) Inclusiveness requires that a diverse group of stakeholders in the petroleum industry participate in deliberations and decisions; and
- (2) Credibility requires that the requisite expertise and information necessary to thoroughly evaluate standards and criteria is represented in deliberations; while
- (3) Transparency requires that all participants are aware of their own and others' outside interests and potential or actual biases.

Therefore, full disclosure of conflicts of interest and the management and/or mitigation thereof will result in greater validity and credibility of PPDM work product by guarding against undue influence or the appearance of undue influence or conflict of interest.

The goal of this policy (the "Conflict of Interest") is to ensure that decisions which impact development of PPDM work products are made as objectively as possible, without improper bias or influence. Disclosure of conflicts (as defined below) provides notice to PPDM and Participants of the interest and potential bias of the disclosing party and enables others to evaluate the disclosing party's opinions and recommendations in light of this interest.



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Where an interest is determined to present a material Conflict, further actions may be taken, such as recusal of the disclosing party from applicable votes, deliberation on items that implicate the interest, and possible discontinued participation in PPDM.

B. Definition of Conflict of interest

“Conflict” means any interest or relationship of a Participant that does, may or appears to conflict with or result in a bias with respect to the subject matter under consideration by PPDM or any Participant. It is not possible to describe every situation that is a “Conflict”. A Conflict may include, without limitation, any of the following relationships or beliefs that either a Participant actually has, potentially may have or apparently has with respect to the subject matter under consideration:

- (1) The Participant is or may be financially impacted (either positively or negatively) by, or has a financial interest in, the decision to be made. For example, the Participant offers goods, services or develops intellectual property that competes with those provided by or to be provided by PPDM.
- (2) The Participant has any position, paid or unpaid, with a competing organization or its subcontractors.

For clarity, any Conflict of a Participant will be imputed to any Representative of such Participant and vice versa. However, if a Representative of a Participant has an individual Conflict, the Participant may mitigate or remove such Conflict by removing the Representative involved from the applicable committee or working group.

C. Disclosure and Review of Conflict of interest

Any Participant who feels that they may be in Conflict of Interest, or that another participant may be in Conflict of Interest, should immediately disclose the nature of the Conflict in writing to the PPDM Board of Directors.

Such conflicts will be investigated and reviewed by the PPDM CEO or, if requested by the PPDM CEO, the PPDM Board of Directors (or an appointed Conflicts Committee). Unless otherwise designated by the Board of Directors, an affirmative vote by the PPDM CEO or if formed, a majority of the conflicts committee shall be sufficient to constitute a valid and finding decision or action of the PPDM CEO or conflicts committee; provided that any member of the committee who is imputed shall be recused from any deliberations and will not be counted in determining whether a majority vote has been obtained.

The PPDM CEO or the Conflicts Committee shall have the power to take any action it determines is necessary and appropriate to oversee and administer this Conflicts Policy, including that it may review any and all disclosed (or undisclosed) Conflicts whether or not referred to it by any committee, working group, or Participant. The decision of the PPDM CEO or the Conflicts Committee with respect to any Conflict shall be final and binding on PPDM and all Participants.

Notwithstanding anything to the contrary above, prior to taking any action that would result in exclusion of a Participant from participation in PPDM, the PPDM CEO or the Conflicts Committee shall offer the Participant at issue an opportunity to present its position to a meeting of the PPDM CEO or the Conflicts Committee (which may be in-person or via teleconference call) which meeting shall be scheduled by the PPDM CEO or the Conflicts Committee on no less than fifteen days notice.



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VI. CONFIDENTIALITY

A. Definition of Confidential Information.

For purposes of this policy (the “Confidentiality Policy”), “Confidential Information” means, any materials or information that PPDM (including any officer, director, employee, agent or other representative of PPDM), any Participant (any such person or entity in such capacity, the “Discloser”) discloses orally, in writing or in any other form to PPDM, any Participant (any such person or entity in such capacity, the “Recipient”) in any context or setting or for any purpose or reason that relates to the purpose or operations of PPDM or any committee or working group of PPDM. “Confidential Information” shall also include any and all work in progress of PPDM or of any board, committee or working group thereof.

B. Confidentiality Obligations.

Except as the PPDM Board of Directors or its delegate may otherwise authorize or as otherwise required by law, no Participant shall share, copy, reproduce, transmit, divulge or otherwise disclose any confidential information related to the affairs of PPDM and each Participant will uphold the strict confidentiality of all meetings and other deliberations and communications of any PPDM Board, Committee or workgroup.

Recipients of Confidential Information may use Confidential Information only for the purposes of considering, advising in relation to or furthering the operations and purpose of PPDM and shall not use Confidential Information for any other purpose without the prior express written permission of the Discloser.

C. Exceptions

(1) Public Domain Information. Confidential Information shall not include information that:

- a. is publicly available or becomes generally available to the public (other than, directly or indirectly, as a result of disclosure by the Recipient contrary to the obligations of confidentiality contained herein);
- b. was already in the possession of the Recipient at the time of receiving the same from Discloser (as shown by Recipient’s written records) free of any restriction as to its use or disclosure prior to its being so furnished;
- c. becomes available to the Recipient from a source other than Discloser which source is not bound by any obligation of confidentiality to Discloser in relation to such information; or
- d. is independently developed by the Recipient by personnel who have not had any access to any Confidential Information and without using or referring to the Confidential Information.

(2) Disclosures Required by Law. If the Recipient is required to disclose any Confidential Information pursuant to any request of a governmental authority, any law, rule or regulation or in any legal, administrative or regulatory proceeding or similar process, then to the extent permitted by law, the Recipient shall give Discloser (or PPDM) prompt written notice of such request or requirement so that Discloser (or PPDM) may seek an appropriate protective order or other remedy and/or waive compliance with the provisions of this Policy, and, to the extent permitted by law, the Recipient shall cooperate with Discloser (or PPDM) to obtain such protective order. If such protective order or other remedy or protection is not obtained, the Recipient shall be permitted to disclose such Confidential Information,



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but shall use reasonable efforts to disclose and only that portion of the Confidential Information that is legally requested or required to be disclosed.

- (3) Information Incorporated in PPDM Publications. Once any Confidential Information has been incorporated into work product of PPDM or any committee thereof and such work product has been approved for publication or otherwise been made available for use by the general public, any information or materials or work product that was previously Confidential Information covered by this Policy shall, as of the date of publication, no longer be Confidential Information to the extent reasonably obvious or deductible from the face of such publication. For clarity, (a) PPDM's right to incorporate any Confidential Information into any work product or publication is subject to the terms and limitations set forth in Section D.2 below and Article VII and (b) use by any person or entity of any PPDM work product or publication is expressly subject to PPDM's rights in such work product or publication as set forth elsewhere in the PPDM Policies, including Article VII.

D. Limited License to Use Confidential Information.

1. To the Participant and other Recipients. Disclosure of Confidential Information by any Discloser shall be deemed to convey a non-exclusive license to the Recipient (and to any person to whom the Recipient is permitted to disclose such Confidential Information under this Policy) under such Confidential Information to allow the Recipients to use such Confidential Information for the purposes of considering, advising in relation to or furthering the operations and purpose missions of PPDM and shall not use Confidential Information for any other purpose without the prior express written permission of the Discloser.
2. To PPDM. Disclosure of Confidential Information by any Discloser shall be deemed to convey a non-exclusive license to PPDM under such Confidential Information and any and all intellectual property rights embodied therein to use such Confidential Information for any purpose related to the work of PPDM.

VII. CONFLICT RESOLUTION

1. When members of a PPDM Workgroup have an issue/grievance/concern with the state of the workgroup, that member(s) should elevate their concern to the Project Manager of the Workgroup in question.
2. The Project Manager will resolve the issue if possible. If a resolution is not possible, the Project Manager will elevate the issue to the CEO of the Association.
3. Should the issue/grievance/concern be with the Project Manager, the concern should be elevated directly to the CEO of the PPDM Association (as this is an operational matter).
4. The CEO will resolve the issue if possible.
5. Should the CEO feel the concern is material enough to impact the good name or standing of the PPDM Association, or result in a strategic change in the charter of the Workgroup, the CEO should bring the matter before the Board of Directors of the Association.



6. Should the matter be brought before the Board of Directors, any members of the Board of Directors who are sponsors/participants in the Workgroup shall offer to recuse themselves from the discussion and any subsequent vote(s).

VIII. CODE OF ETHICS

All PPDM Participants shall at all times abide by and conform to the following code of conduct in their capacity as Board representatives:

1. Each Participant will at all times attempt to obey all applicable federal, provincial (or state) and local laws and regulations and will provide or cause to provide the full cooperation of PPDM when requested to do so by those institutions and their persons set in authority as are required to uphold the law. Since PPDM is international in scope, the rules for conduct may vary from jurisdiction to jurisdiction; where local law is more lenient than the PPDM Code of Ethics, these more stringent rules are expected to be followed.
2. Board members may not use their position on the Board of Directors to obtain an undue level of influence on operational matters or PPDM workgroups and committees.
3. All Participants will conduct the business affairs of PPDM in good faith and with honesty, integrity, due diligence, and reasonable competence.
4. All Participants will exercise courtesy and good judgment in their dealings with PPDM staff, suppliers, and the general public and will respond to the needs of PPDM's members in a responsible, respectful, and professional manner.
5. No Participant will misuse PPDM property or resources and will at all times keep PPDM's property secure and not allow any person not authorized by the Board of Directors to have or use such property.
6. The Participant dedicates himself or herself to leading by example in serving the needs of PPDM and its members' desire to build and strengthen the international community of Oil and Gas data managers.
7. Member companies employing Participants may not receive any preferential or beneficial treatment from PPDM different from the other members or be given opportunities not available to any other member company.
8. It is acknowledged that some Participants will be in public situations where they must represent their companies' interests rather than those of PPDM itself. In these situations it must be clear whether the Participant is representing themselves (or their companies) or PPDM.
9. All Participants shall follow these guidelines when representing PPDM in a public situation:
 - a) Avoid placing (and avoid the appearance of placing) one's own self-interest or any third-party interest above that of PPDM; while the receipt of incidental personal or third-party benefit may



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necessarily flow from certain PPDM activities, such benefit must be merely incidental to the primary benefit to PPDM and its purposes;

- b) Do not abuse Participation by improperly using your PPDM role or PPDM's staff, services, equipment, resources, or property for personal or third-party gain or pleasure; Participants shall not represent to third parties that their authority as a Participant extends any further than it actually extends;
- c) Do not engage in or facilitate any discriminatory or harassing behavior directed toward PPDM staff, members, officers, directors, meeting attendees, exhibitors, advertisers, sponsors, suppliers, contractors, or others in the context of activities relating to PPDM, per the Code of Conduct;



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IX. PARTICIPATION AGREEMENT

Each Participant shall, prior to participating in any activities of PPDM shall execute a Participation Agreement. Such Agreement creates a legal obligation of such Participant to comply with the PPDM Association Code of Ethics for PPDM Workgroups and PPDM Committees set forth herein and as they may be amended from time to time upon reasonable advance written notice.

THIS PARTICIPATION AGREEMENT (the "Agreement") is entered into as of

Feb 04, 2019, by and among The PPDM Association ("PPDM"), and

Smriti Saharan ("Participant").

In consideration of PPDM allowing Participant to participate in a PPDM board, committee or workgroup, the covenants hereinafter set forth, and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. All terms that are capitalized in this Agreement but not defined herein shall have the meanings given to them in the written policies of PPDM, as they may be amended from time to time (the "PPDM Policies").
2. The Participant acknowledges that it has received a copy of the PDM Policies as in effect on the date hereof and that such Participant understands such PPDM Policies and agrees to comply in all respects with such PPDM Policies.
3. Without limiting the generality of the foregoing, the Participant acknowledges that the PPDM Policies include the following obligations of the Participant:
 - a. Participant agrees to disclose to PPDM any and all of its own materials and information related to the work of the PPDM Association in order to inform and further the work of PPDM.
 - b. Participant agrees to keep confidential and not disclose to any person outside PPDM all Confidential Information of PPDM and any other Participant, except as specifically permitted by the PPDM Policies.
 - d. Participant agrees that it will disclose any and all conflicts of interest that it may have associated with PPDM's activities and purposes.
4. Participant acknowledges and agrees that PPDM Policies, including as described in item 3 above, shall be legally binding on and enforceable against the Participant as a result of Participant's execution of this Agreement and continued Participation in PPDM's activities. In addition, Participant acknowledges that some of the obligations, such as the obligations not to disclose Confidential Information and obligations not to compete with the activities of PPDM survive the period of Participant's active participation in PPDM activities as stated in the PPDM Policies.
5. Participant acknowledges and agrees that PPDM may change PPDM policies and/or adopt new policies to become part of PPDM policies from time to time and that all of the terms of this Agreement shall apply to such PPDM Policies. PPDM shall provide Participant with prior written notice of all changes



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to PPDM Policies, which shall become automatically effective upon Participant on the fifth business day following Participant's receipt of any such change or new policy, unless Participant gives written notice prior to such fifth business day that it wishes to resign its position as a Participant or Representative (as applicable).

6. Participant agrees that any dispute, controversy or claim arising out of or relating in any way, either directly or indirectly, to (A) this Agreement or PPDM Policies or the applicability, breach, termination or validity thereof, including, but not limited to, (i) assertions as to the inducement of the Agreement by fraud or otherwise and (ii) the applicability, interpretation, validity or enforceability of the provisions of the Agreement relating to arbitration and arbitration procedures or (B) to Participant's participation in any PPDM activities or relationship with the PPDM (collectively, "Disputes") will be exclusively and finally resolved by arbitration administered by an approved arbitration association, such association to be selected by the PPDM Board of Directors.
7. This Agreement shall be governed by and construed under the laws of the Province of Alberta, without regard to any choice of law or conflict of law principles applied in that Province.
8. Each PPDM Participant shall be an express third party beneficiary of this Agreement to the extent, and only to the extent, of the Participant's obligations under PPDM Policies to maintain any such Participant's Confidential Information as confidential and to use such Confidential Information and/or any Intellectual Property of Participant only as permitted by the PPDM Policies or as otherwise expressly agreed in writing by such Participant.
9. Participant states the following information is correct (check one):
 - Participant has no conflicts to disclose.
 - Participant has the following conflicts to disclose:

IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be executed by their respective duly authorized officers.

Participant Signature <i>Saharan</i>	PPDM Signature
Participant Name SMRITI SAHARAN	PPDM Name
Participant Company IHS Markit	PPDM Association
Participant Title Sr. Data Analyst	PPDM Title
Date Feb 4, 2019	Date

