

Professional Resources Limited
International Commuter Assignment Agreement



This Agreement is entered into by and between Professional Resources Limited, with registered address Canon’s Court, 22 Victoria Street, Hamilton HM 12, Bermuda, hereinafter called “PRL”, and **Arnold Monteiro** hereinafter called the “Employee”.

This Agreement is anticipated to be effective as of **24th November 2019**, subject to successful completion of all applicable terms and conditions described hereinafter and in the accompanying offer letter.

WHEREAS

- (a) Employee is employed by PRL;
- (b) PRL is willing to second Employee for international assignment on the basis of the terms and conditions hereinafter described;
- (c) Employee is seconded by PRL to **Halliburton Worldwide Limited**, hereinafter called the “Company”.

NOW THE FOLLOWING IS HEREBY AGREED:

General Provisions

Exhibits, policies or other documents made part of this agreement shall be interpreted with the same meaning of PRL.

Employee, **Arnold Monteiro** hereby accepts the position of **Service Specialist-ELH Tools, III**, Job Code: **EL07-ESG**, pay grade: **F2-ESG** for PRL, under the terms and conditions outlined below and detailed in the PRL Employee Handbook and in the prevailing policies of PRL, or any affiliate or successor company, (collectively referred to herein as “PRL”). Employee acknowledges to have read the foregoing PRL International Commuter Assignment Agreement, and fully understands, agrees, and consents to the terms and conditions specified herein. Employee further accepts and agrees to be seconded by PRL to work for **Halliburton Worldwide Limited** a legally established entity and employer in **Erbil and Basra, Iraq**.

Employee understands that in the event of injury in the course and scope of employment or work related illness of the Employee, the Employee will be covered by an insurance program furnished by PRL or the Company. Employee understands that any and all claims or disputes that Employee might have against PRL or its benefit plans for benefits or employment related matters including termination and/or any or all personal injury claims arising in the workplace but not already covered by the Voluntary Workers’ Compensation Program and/or an applicable program in the Employee’s country of origin, may be submitted to the ombudsman of the Dispute Resolution Program for assistance and consideration of options to resolution.

Employee hereby confirms that his/her primary residence is not the United States (typically, citizens of the United States and Green Card holders are considered to have the US as their primary tax residence). In the event that the employee acquires United States tax residence in the future, the Employee will notify PRL in writing immediately. Employee understands that individuals who have the United States as their primary tax residence are not eligible for employment by PRL.

Employee has received and read the enclosed Summary Code of Business Conduct (the “Code”). Employee understands that this Code applies to all employees of the Company, including Employee. Therefore, Employee agrees to be subject to all current laws of the country of assignment. Employee further agrees that during his/her employment as well as thereafter, Employee shall not reveal to any person or third party or use for the benefit of any person or third party any information that has been disclosed to Employee by PRL or the Company or any of their affiliates by a customer of PRL or the Company on a confidential basis either verbally or in writing



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without the express permission of any authorized officer of PRL or the Company in writing unless such information has subsequently come within the public domain.

Employee acknowledges having received and furthermore agrees to abide by the terms and conditions of the Intellectual Property Agreement of Halliburton, attached hereto.

Upon resignation or termination, Employee will return all PRL and Company property in his/her possession including but not limited to; Company owned or leased vehicles, cellular telephones, pagers, credit cards, the Technology, the Works, documents (and copies thereof), computers, computer discs, brochures, price lists, employee lists, etc. If PRL and/or the Company determine that Employee owes them any money upon termination, Employee agrees that these monies may be deducted from any monies due to Employee. PRL reserves the right to withhold any outstanding personal account balances from the Employee's final paycheck.

Compensation, Benefits and other Provisions Applicable to Employee

This Agreement and the attached International Commuter Assignments Company Business Practice [Ref. # 4-16559], comprise the Agreement between PRL and Employee with respect to Employee's international assignment. Modifications or amendments to this Agreement, unless otherwise specified, must be in writing and signed by both PRL and Employee. Additional provisions of the assignment may be set forth in the other applicable policies and procedures, which will be posted in the intranet or communicated to Employee via email or otherwise. PRL retains the right to modify or amend its policies without prior notice or approval. While on international assignment, Employee may, by mutual agreement, be given other assignments at different rates of pay, at different locations or by different employer corporations associated with or a subsidiary of Halliburton family of companies, and such changed conditions will be reflected by a new Agreement.

Employee hereby agrees that the compensation package set forth in this agreement is in lieu and in place of any social benefits, including end of service severance allowed by the laws of the country of assignment and not included in this agreement. Employee understands that he/she will be required to repay the Company in full for any social benefits that are claimed under local laws in the country of assignment. Social benefits shall include all compensation, benefits in cash, benefits in kind, and any and all payment to which he/she may claim under the laws of the country of assignment but for which the employee is not entitled according to this agreement. The Company including any affiliate of the Company, has the right to offset any benefits due attributable to the company contributions under the PRL Retirement and Savings Plan and such employer contributions shall be forfeited if a participant makes a claim for, or becomes entitled to any benefits under local law which are similar to those provided for under the plan, including but not limited to, pension or retirement benefits, social security payments, longevity pay, severance pay, or any other type of benefit to which a participant may become entitled based upon employment with the Company or if the participant commits fraud, theft or malfeasance against the Company or any affiliate of the Company.

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PRL and Employee agree to specific terms outlined in Appendix A, with the following codicils:

1. While on international assignment, Employee may, by mutual agreement, be given a Rotation Schedule different from the Rotation Schedule indicated in Appendix A of this Agreement. Such Rotation Schedule changes will not require issuance of a new Agreement, but will require updates to the Employee's electronic personnel file that is maintained by the Human Resources function of PRL in the Company's personnel system of record.
2. The Employee will become eligible for Assignment-related compensation beginning on the actual date that he/she begins work in the Host Country Assignment Location. The Assignment Start Date indicated in Appendix A of this Agreement is the earliest date from which the Employee is considered to be "on Assignment". If, for any reason, the Employee is not physically present and available for work in the Host Country Assignment Location listed in Appendix A on the indicated Assignment Start Date, PRL reserves the right to consider the Employee ineligible for any Assignment-related compensation, including but not limited to the Base Salary listed in Appendix A.
3. The Area Premium Percentage indicated in Appendix A of this Agreement is subject to revision at the discretion of PRL. Such changes do not require a new Agreement.
4. Changes to the Employee's Base Salary, or to premium and/or allowance amounts listed in Appendix A that occur subsequent to the execution of the Agreement, do not require a new agreement. However, PRL reserves the right to issue a new Agreement at its discretion.
5. This instrument, as well as the Halliburton Code of Business Conduct Summary, the International Commuter Assignments Company Business Practice [Ref. # 4-16559], the Tax Treatment for International Commuters Company Business Practice [Ref. # 4-16506], and attached Appendix A, constitutes the entire agreement and understanding concerning Employee's international Assignment and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, regarding the subject matter hereof.
6. The decision by Employee to refuse acceptance of all terms and conditions outlined in this Agreement (and in its constituent documents) can, at the discretion of PRL, be considered as a voluntary termination of employment.

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This instrument constitutes the entire agreement and understanding concerning Employee's International Commuter Assignment and supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, regarding the subject matter hereof

Employee:

PRL HR Representative:

Signature


Signature

Print Name


Nur Azlene Abidin
Print Name

00566787
Employee Number

HR Operations Manager
Title

Date

22 November 2019
Date

Enclosures:

Employee must INITIAL to acknowledge receipt and acceptance of the terms and conditions of each of the following:

- _____ Halliburton Code of Business Conduct Summary
- _____ International Commuter Assignments Company Business Practice [Ref. # 4-16559]
- _____ Tax Treatment for International Commuters Company Business Practice [Ref. # 4-16506]
- _____ Intellectual Property Agreement of Halliburton

APPENDIX A

ASSIGNMENT DETAILS:

Anticipated Assignment Start Date:	24 November 2019
Assignment Location:	Erbil and Basra, Iraq
Work Rotation Schedule: Work Hitch Days / Field Break Days	35/35 <i>Subject to change during the assignment</i>
Pay Center:	Dubai, United Arab Emirates
PSL / Sub- PSL:	Halliburton Completion Tools / Expandable Liner Hanger
Date of Birth:	11th October 1986
Marital Status:	Single
Country of Origin:	India
Point of Origin Airport:	India

PROVISION DETAILS:

Commencing Base Salary: U.S. \$ 3,000.00 per month

Geographic Area Premium: Entitled to 60% of base salary when in Basra and 55% of base salary when in Erbil

Rates are established based on third party data, reviewed periodically and subject to change during the assignment. Geographic Area Premium is paid for utilized work hitch days in the assignment location. The premium is based on third party data, reviewed periodically, and subject to change throughout the assignment based on this data. Refer to Section 4.2.4 of the International Commuter Assignments Company Business Practice for more information.

Stay-over Premium Calculation Method: 1/365th

Stay-over days cannot exceed the number of work hitch days in the work rotation. Additional approvals apply. Refer to Section 4.2.2 of the International Commuter Assignments Company Business Practice for more information.

Field Break Buyout (FBB) Premium Method: 1/365th

FBB days are intended to compensate the commuter for field break interruptions. Additional approvals apply. Refer to Section 4.2.3 of the International Commuter Assignments Company Business Practice for more information.

Training Day Premiums: No

Paid for days in attendance at Management-required, Company-sponsored trainings. Refer to Section 8 of the International Commuter Assignments Company Business Practice for more information.

Remote Location Travel Premium: a Maximum of Zero days per work rotation

Based on significant transit time required for travel to or from the worksite for a work hitch. Refer to Section 4.2.7 of the International Commuter Assignments Company Business Practice for more information.

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APPENDIX A (continued)

PROVISION DETAILS (continued):

Daily Commuter Worksite Allowance (DCWA): U.S. \$ 40.00 per day

DCWA is paid for utilized days of work in the assignment location. Refer to Section 4.2.1 of the International Commuter Assignment Policy for more information. Subject to change during the assignment.

Operating Day Rate (ODR) Premium: U.S. \$ 110.00 per day

Operating Day Rates are subject to guidelines of an approved pay plan & paid for revenue generating services at the job site. Refer to Section 4.2.5 of the International Commuter Assignment Policy for more information. Subject to change during the assignment.

Hypothetical Tax: 12% of eligible pay

Hypothetical tax withholding is a flat percentage on all Stay-at-Home pay elements. Assignment-related pay elements are not subject to Hypothetical Tax withholding. Refer to Section 2.0 of the attached Tax Treatment for International Commuters Company Business Practice and to Section 7.0 of the International Commuter Assignments Company Business Practice for more information.

This appendix references assignment allowances, premiums, bonuses, and other benefits described in the attached International Commuter Assignments Company Business Practice. Although not referenced in this Agreement, there may be other allowances, premiums, bonuses or other benefits for which the Employee may be eligible during the assignment.

All rates, amounts and percentages indicated in Appendix A are considered to be current at the time of the execution of this Agreement. PRL reserves the right to change or eliminate premiums and/or bonuses at any time. Reasonable efforts will be made by PRL and/or Company to promptly notify Employee of any change related to the amount of Premiums and/or Bonuses. However, under certain circumstances changes may be effective prior to employees being notified.

Changes to Employee's Host Country Assignment Location require a new Agreement, unless the new location is in the same Host Country as indicated in Appendix A and the premiums and allowances for the new location are the same as those of the previous Host Country location. At its discretion, PRL reserves the right to issue an amended Agreement to Employee.