

**NOBLE ENERGY, INC.  
AMENDED AND RESTATED  
2020 CHANGE OF CONTROL SEVERANCE PLAN  
SUMMARY PLAN DESCRIPTION**

This document constitutes a summary of the Noble Energy, Inc. Amended and Restated 2020 Change of Control Severance Plan (the “Plan”) called a Summary Plan Description (“SPD”). This SPD only summarizes the provisions of the formal Plan documents and does not attempt to cover all of the details contained in the Plan document. The operation of the Plan and the benefits to which you (or your beneficiaries) may receive will be governed solely by the terms of the official Plan document. To the extent that any of the information contained in this SPD or any information you receive orally is inconsistent with the official Plan document, the provisions set forth in the Plan document will govern in all cases.

The Plan document contains capitalized terms which have a technical definition under the Plan. Some of those defined terms are described in this SPD. For purposes of the SPD and Plan, the term “days” means consecutive calendar days.

Eligibility for the Plan

The Plan provides severance benefits for all “Covered Employees” of Noble Energy, Inc. (“Noble”) and its subsidiary Noble Energy Services, Inc. (collectively, the “Company”). In order to be a Covered Employee, on October 5, 2020 you must have been a regular full-time employee of the Company, with a normal work schedule of at least 30 hours per week or a Part Time or Furloughed Employee as defined by Noble. October 5, 2020 is the day on which Noble was acquired by Chevron Corporation (the “Change of Control”).

You are not a Covered Employee if you are an executive employee who is covered by the Noble Energy, Inc. 2020 Amended and Restated Change of Control Severance Plan for Executives, or if you are an alien with respect to the USA whose principal work location is outside the USA.

Eligibility for Severance

In order to receive severance benefits under the Plan, your employment with the Company must be terminated within two years after the Change of Control as a result of a “Qualifying Termination.” A Qualifying Termination means that (i) you are terminated by the Company without Cause or (ii) you resign for Good Reason. The terms “Cause”, “Good Reason”, and “Disability” are all formally defined in the Plan document.

You can resign for Good Reason if, without your consent, the Company:

1. within two years after the Change of Control, materially reduces your base pay or your target bonus opportunity;
2. within two years after the Change of Control, (i) significantly reduces your level of employee benefits (e.g., medical, dental, vision, life insurance, accidental death and dismemberment or long-term disability benefits), or (ii) significantly increases the cost of your

employee benefits from the level or cost applicable to you immediately before the Change of Control; *or*

3. within one year after the Change of Control, requires you to relocate to a new work location that is 50 miles or more from your primary, assigned work location on the date of the Change of Control.

In order to resign for or claim Good Reason condition, you must give the Company written notice via the Good Reason Electronic Mailbox set forth in Appendix II not more than 60 days after Good Reason occurs and give the Company 30 days to cure the Good Reason. If the Company fails to remedy the condition, you must resign within 100 days after the Good Reason condition originally occurred.

You will not be considered to have a Qualifying Termination and will not be eligible for severance benefits under the Plan, if you accept a payroll transfer position with Chevron.

In order to receive severance, you must sign an agreement (the "General Release") to waive and release claims you may have against the Company or Chevron relating to your employment.

As noted above, a Qualifying Termination must occur within two years after the Change of Control. The Plan is intended to provide severance benefits for employees who lose their job within the period after the acquisition of Noble by Chevron. No severance benefits will be paid under this Plan to employees who were not employed by the Company as of October 5, 2020 or whose employment is terminated more than two years after the Change of Control.

#### Severance Benefits

There are three types of severance benefits payable under the Plan to a Covered Employee who has a Qualifying Termination within two years after the Change of Control: a cash severance payment, a cash payment to continue certain health and welfare benefits, and accelerated vesting of Noble equity awards. All three benefits are subject to you signing and not revoking the General Release, and otherwise satisfying the requirements of the Plan.

#### Cash Severance Payment

The cash severance payment is an amount calculated under the following formula:

- (a) The greater of:
  - (i) Your Weekly Base Pay multiplied by three and multiplied by your Years of Service, *or*
  - (ii) Your Weekly Base Pay multiplied by two and multiplied by your annual Base Pay divided by \$10,000.

PLUS

- (b) The greater of:

- i. your target annual bonus for the Change of Control year (2020), *or*
- ii. your average actual bonuses for 2017, 2018 and 2019 (or as many of those years as you were actually employed),

multiplied by the number of days in the calendar year of your termination through your termination date divided by 365.

For example, suppose your annual Base Pay is \$104,000 per year, so your Weekly Base Pay is \$2,000 per week, your target bonus for 2020 was \$52,000, and your average actual bonus for 2017-2019 was \$45,000. Now suppose you are terminated on June 30, 2021 (i.e., the 181<sup>st</sup> day of 2021), at which time you have completed five Years of Service.

Applying the formula above:

- (a) The greater of:
  - (i) Your Weekly Base Pay (\$2,000) multiplied by three and multiplied by your Years of Service (5) = \$30,000, *or*
  - (ii) Your Weekly Base Pay (\$2,000) multiplied by two and multiplied by \$104,000/\$10,000 = \$41,600.

PLUS

- (b) The greater of your target annual bonus for 2020 (\$52,000) or your average actual bonuses for 2017, 2018 and 2019 (\$45,000), multiplied by 181/365 = \$25,786.

Since (a)(ii) (\$41,600) is greater than (a)(i) (\$30,000), your severance payment is \$41,600 + \$25,786, or **\$67,386**.

Weekly Base Pay means your annualized highest Base Pay during the period immediately before the Change of Control through your Qualifying Termination divided by 52. Base Pay excludes overtime pay, call out pay, shift and area differentials, commissions, bonuses, added premiums, and all other forms of incentive pay, supplemental pay, employee benefits and perks, and expatriate allowances. Your target bonus is your target cash payment under the Noble Short-Term Incentive Plan, excluding special bonuses such as sign-on, retention, or project bonuses.

Years of Service means each 12-month period (and fraction thereof) during which you were employed by the Company, including recognized service with Rosetta Resources, Clayton Williams Energy, Patina, and PetroCanada, as well as periods on Furlough status.

In any case, your cash severance payment will never be less than 12 times your Weekly Base Pay, or more than 72 times your Weekly Base Pay.

If you are classified as a “Senior Manager” for purposes of the Plan as set forth in Appendix I, your severance payment will be the greater of the amount calculated under this formula, or an amount equal to the sum of (i) 1.5 times your annual Base Pay plus (ii) your target bonus for the year in which you are terminated, multiplied by the number of days through your date of termination divided by 365.

Your cash severance payment will be paid in a single lump sum less any required tax withholding, after you sign and return the General Release and your 7-day revocation period has lapsed, within 70 days from the date of your termination.

#### Reimbursement for Cost of Health and Welfare Continuation Coverage

If you are participating in any of the Company’s medical, dental, vision and basic life insurance plans at the time of your Qualifying Termination, you will receive an additional cash payment equal to six times the difference between the monthly premium for continuing such coverage under the federal law known as “COBRA” and the monthly premium that would be charged to an active employee for the same coverage at your coverage tier. This amount is intended to represent six months of the Company’s portion of the premiums for coverage you were participating in at the time of your Qualifying Termination plus a 2% administrative fee and will be paid to you, in a single cash payment, regardless of whether you actually elect continuation coverage under COBRA. It will be taxable and subject to applicable tax withholding.

#### Accelerated Vesting

If you are holding any unvested equity awards that were issued under the Noble equity plan and converted into Chevron equity awards as part of the Change of Control, those awards will become fully vested at the time of your Qualifying Termination. If any of the awards is a stock option, you will have up to five years after your date of termination (or the original expiration date, if sooner) to exercise the option. This provision does not apply to equity awards granted by Chevron pursuant to any Chevron equity program after the Change of Control, and the terms of the Chevron award will exclude accelerated vesting under this Plan.

#### Special Six Month Lookback Rule

If during the six month period immediately prior to the Change of Control you were employed in a position that would have provided greater severance benefits than those provided under the Plan, then you will receive the greater severance benefits that would have been provided based on your prior position.

#### Plan Administration

The Plan shall be administered by the Administrator as set forth in Appendix II. The Administrator shall have discretionary and final authority to determine the individuals who are Covered Employees for purposes of the Plan, interpret and implement the provisions of the Plan, and determine eligibility for benefits under the Plan. The Administrator shall perform all of the duties and exercise all of the powers and discretion that he or she deems necessary or appropriate for the proper administration of the Plan. Every interpretation, choice, determination or other exercise by the Administrator of any power or discretion given either expressly or by implication to it shall be

conclusive and binding upon all parties having or claiming to have an interest under the Plan or otherwise directly or indirectly affected by such action, without restriction, however, upon the right of the Administrator to reconsider or redetermine such action. The Administrator may adopt such rules and regulations for the administration of the Plan as are consistent with the terms hereof, and shall keep adequate records of its proceedings and acts. The Administrator may employ such agents, accountants and legal counsel (who may be agents, accountants and legal counsel for the Company or Chevron) as may be appropriate for the administration of the Plan. All reasonable administration expenses incurred by the Administrator in connection with the administration of the Plan shall be paid by Noble. The Administrator may delegate any of its duties, powers and discretion to any person or entity.

### Resolution of Claims and Disputes

A Covered Employee not receiving benefits under the Plan who believes that he or she is eligible for such benefits, or a Covered Employee disputing the amount of benefits received under the Plan, or any such Covered Employee's authorized representative (the "Claimant"), may file a written claim for the benefit in accordance with the deadlines and procedures set forth in Appendix III attached to this SPD and in Schedule C of the Plan (the "ERISA Claims Procedure"). In general, any such claim must be filed in writing within 90 days after the Covered Employee's termination of employment, or within 90 days after he or she fails to receive a benefit to which he or she believes he or she is entitled, or receives a benefit which he or she feels is not correct. If a claim is denied in whole or in part, the Claimant may request a review of the denial within 60 days in accordance with the ERISA Claims Procedures. Any dispute arising under the Plan that remains outstanding following the conclusion of the ERISA Claims Procedure may be addressed pursuant to the mandatory arbitration procedures set forth below.

Any dispute arising in connection with the Plan that is not resolved pursuant to the ERISA Claims Procedures shall be finally resolved by arbitration in Houston, Texas pursuant to and in accordance with Section 502(a)(1)(B) of ERISA and the National Rules for the Resolution of Employment Disputes of the American Arbitration Association and in accordance with the ERISA Claims Procedures. In general, an arbitration proceeding must be commenced not more than one year after the final resolution of the Claimant's claim under the ERISA Claims Procedures. Such arbitration shall be the sole and exclusive procedure available to a Covered Employee for resolving a dispute regarding a denied claim by the Administrator. The Covered Employee and the Company shall share equally the cost of such arbitration, including but not limited to the fees of the arbitrator and reasonable attorneys' fees, unless the arbitrator determines otherwise in accordance with Section 502(g) of ERISA. The arbitrator's decision shall be final and legally binding on both parties. Judgment upon the arbitrator's decision may be entered in any court of appropriate jurisdiction, and may not be challenged in any court, either at the place of arbitration or elsewhere. Any such arbitration shall be governed by the provisions of the Federal Arbitration Act.

If you believe you have a claim for an unpaid benefit under the Plan, you should review the ERISA Claims Procedures carefully, as they contain detailed rules regarding your right to submit a claim, to have a denied claim reviewed, and to arbitrate a denied claim, including various deadlines by which different actions must be taken.

### Miscellaneous

Funding. The Plan is intended to be an unfunded welfare benefit plan for purposes of ERISA and a severance pay arrangement within the meaning of Section 3(2)(B)(i) of ERISA. All benefits payable under the Plan will be paid or provided by Noble from its general assets. The Plan is not intended to be a pension plan described in Section 3(2)(A) of ERISA.

Cost of Plan. The entire cost of the Plan shall be borne by the Company and no contributions shall be required of the Covered Employees.

Plan Year. The Plan shall operate on a plan year consisting of the twelve (12) consecutive month period commencing on January 1 of each year.

Amendment and Termination. The Plan may not be amended or modified in any manner which would adversely affect the benefits or protections provided under the Plan to any individual who was a Covered Employee on the date the Change of Control occurred (October 5, 2020), and any such attempted amendment, modification or termination shall be null and void ab initio as it relates to such individual. However, if any compensation or benefit provided by the Plan may result in a Covered Employee being subject to the tax imposed by Section 409A of the Internal Revenue Code, as amended (the “Code”), the Board of Directors of Noble (the “Board”) may modify the Plan as necessary or appropriate in the best interests of the Covered Employees (1) to exclude such compensation or benefit from being deferred compensation within the meaning of Section 409A of the Code, or (2) to comply with the provisions of Section 409A of the Code and its related Code provisions (and the rules, regulations and other regulatory guidance relating thereto); provided, however, that no such amendment shall reduce the value of the compensation or benefits that would be payable to a Covered Employee in connection with his or her Qualifying Termination following a Change of Control without the written consent of such Covered Employee. In no event shall the Company (or Chevron) be liable for any tax imposed pursuant to Section 409A. Except as otherwise provided above, the Plan may be amended or terminated by the Board at any time, without notice to the Covered Employees.

Nonalienation. A Covered Employee shall have no right or ability to pledge, hypothecate, anticipate, assign or otherwise transfer any benefit, interest or right under the Plan, except by will or the laws of descent and distribution, and no benefit, interest or right of a Covered Employee under the Plan shall be liable for or subject to any debt, obligation or liability of such Covered Employee. However, any amount payable to a Covered Employee that remains unpaid at the time of his or her death shall be paid to the Covered Employee’s estate.

Governing Law. The Plan shall be governed and construed in accordance with the laws of the State of Texas (without giving effect to any choice-of-law rules that may require the application of the laws of another jurisdiction), except as preempted by ERISA or other applicable federal law.

### Your Rights Under ERISA

As a Covered Employee in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (“ERISA”), as set forth below. In addition, certain technical information required by ERISA is included in Appendix II to this SPD.

### Receive Information About Your Plan and Benefits

You may examine, without charge, at the Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including (to the extent applicable) insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

You may obtain, upon written request to the Administrator, copies of documents governing the operation of the Plan, including (to the extent applicable) insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Administrator may make a reasonable charge for the copies.

*Prudent Actions by Plan Fiduciaries.* In addition to creating rights for Covered Employees, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Covered Employees and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

*Enforce Your Rights.* If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules contained in the Plan. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a federal court. In such a case, the court may require the Administrator to provide the materials and pay you up to one hundred ten dollars (\$110.00) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may commence a proceeding to recover such benefits through binding arbitration, provided that you do so within the period of time specified in the Plan. However, no arbitration proceeding may be commenced or maintained against the Plan prior to your exhaustion of the Plan's claims procedures described in the Plan, or more than one year after a final decision is rendered under the claims procedures. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court or arbitrator will decide who should pay court costs and legal fees. If you are successful, the court or arbitrator may order the person you have sued to pay these costs and fees. If you lose, the court or arbitrator may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### *Assistance with Your Questions*

If you have any questions about your Plan, you should contact the Administrator as set forth in Appendix II.

If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits

Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the Employee Benefits Security Administration's publications hotline at 1-866-444-3272.



APPENDIX I  
SENIOR MANAGERS

Covered Employees in the following positions, and no others, are considered “Senior Managers” for purposes of calculating their cash severance payment:

Vice President, CAO & Controller  
Vice President & Treasurer  
Vice President, Environmental, Health and Safety  
Vice President, Chief Information Officer  
Vice President, International  
Vice President, Investor Relations  
NBLX General Counsel  
Chief Compliance Officer  
Chief Security Officer  
Vice President, Tax  
Vice President, Public and Government Affairs  
Vice President, DJ Basin  
Vice President, Major Projects  
Vice President, Corp. Real Estate & Admin  
Vice President, Drilling  
Vice President, Human Resources  
Vice President, Business Development  
Vice President, Texas  
Vice President, Eastern Mediterranean  
Vice President, U.S. Marketing  
Vice President, Strategy and FP&A

APPENDIX II  
ADDITIONAL PLAN INFORMATION

The following technical information regarding the Plan is provide in accordance with the requirements of ERISA.

Name of Plan:	Noble Energy, Inc. Amended and Restated 2020 Change of Control Severance Plan
Sponsor of Plan:	Noble Energy, Inc. 1001 Noble Energy Way Houston, TX 77070
Good Reason Electronic Mailbox	<a href="mailto:NobleCOC@Chevron.com">NobleCOC@Chevron.com</a>
Employer Identification Number:	73-0785597
Plan Number:	507
Plan Administrator:	Chevron Corporation Noble Energy 2020 Change of Control Severance Plan Attn: Plan Administrator P.O. Box 6075 San Ramon, CA 94583-0075  Telephone No. <ul style="list-style-type: none"> <li>• 1-888-825-5247 (Inside the U.S.)</li> <li>• 1-832-854-5800 (Outside the U.S.)</li> </ul>
Agent for Service of Legal Process:	Administrator Noble Energy 2020 Change of Control Severance Plan Service of Process Chevron Corporation 6001 Bollinger Canyon Road Building T San Ramon, CA 94583-2324
Type of Plan:	Unfunded welfare benefit plan for purposes of ERISA and a severance pay arrangement within the meaning of Section 3(2)(B)(i) of ERISA
Plan Costs:	Paid by Noble Energy, Inc.
Type of Administration:	Self-administration by the Administrator

APPENDIX III  
(PLAN SCHEDULE C)  
ERISA CLAIMS PROCEDURE

The sections that follow set forth the claims procedure any Covered Employee may file in the event of a dispute for payments or benefits under the Amended and Restated 2020 Change of Control Severance Plan, as amended (the “Plan”). This Schedule C constitutes part of the formal Plan document and describes certain terms of the Plan that are in effect as of October 5, 2020 and thereafter.

1. Claims Procedures.

Claims for Benefits. Generally, an obligation of the Plan to provide payments and benefits to a Covered Employee arises only after the Covered Employee incurs a Qualifying Termination. A Covered Employee not receiving payments or benefits under the Plan who believes that he or she is eligible for such benefits, or a Covered Employee disputing the amount of payments or benefits, or any such Covered Employee’s authorized representative (the “Claimant”), may request in writing that his or her claim be reviewed by the Administrator. All such claims for benefits must be submitted to the Administrator at the following address within 90 days after the later of the Covered Employee’s termination of employment, or in the case of a claim that relates to eligibility for or the amount of a specific payment or benefit, the date on which such payment or benefit was received, or would have been received had the Covered Employee been eligible therefor:

Chevron Corporation  
Noble Energy 2020 Change of Control Severance Plan Administrator  
Attn: Plan Administrator  
P.O. Box 6075  
San Ramon, CA 94583-0075

The review of all claims for payments and benefits under the Plan will be governed by the following rules:

Time Limits on Decision. Unless special circumstances exist, a Claimant who has filed a claim will be informed of the decision on the claim within 90 days of the Administrator’s receipt of the written claim. This period may be extended by an additional 90 days if special circumstances require an extension of time, provided the Claimant is notified of the extension within the initial 90-day period. The extension notice will indicate:

- (i) The special circumstances requiring the extension of time; and
- (ii) The date, no later than 180 days after receipt of the written claim, by which the Claimant can expect to receive a decision.

Content of Denial Notice. If a claim for benefits is partially or wholly denied, the Claimant will receive a written notice that:

- (iii) States the specific reason or reasons for the denial;
- (iv) Refers to the specific Plan provisions on which the denial is based;
- (v) Describes and explains the need for any additional material or information that the Claimant must supply in order to perfect the claim; and
- (vi) Describes the Plan's review procedures and the time limits applicable to such procedures, including a statement of the Claimant's right to initiate binding arbitration under Section 502(a) of ERISA following an adverse benefit determination on review.

Appeal of Denied Claims. If the Claimant's claim is denied and he or she wants to submit a request for a review of the denied claim, the following rules apply:

Review of Denied Claim. If a Claimant wants his or her denied claim to be reconsidered, the Claimant must send a written request for a review of the claim denial to the Administrator no later than 60 days after the date on which he or she receives written notification of the denial. The Claimant may include any written comments, documents, records, or other information relating to the claim for benefits. The Claimant will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relating to the claim for benefits. The Administrator's review will take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination.

Decision on Review. The Administrator will review the denied claim and provide a written decision within 60 days of the date the Administrator receives the Claimant's written request for review. This period may be extended by an additional 60 days if special circumstances require an extension of time, provided the Covered Employee is notified of the extension within the initial 60-day period. The extension notice will indicate:

- (vii) The special circumstances requiring the extension of time; and
- (viii) The date, no later than 120 days after receipt of the written request for review, by which the Claimant can expect to receive a decision.

Content of Denial Notice. If a claim for benefits is partially or wholly denied on appeal, the Claimant will receive a written notice that:

- (ix) States the specific reason or reasons for denial;

- (x) Refers to the specific Plan provisions on which the denial is based;
- (xi) Includes a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim; and
- (xii) Includes a statement of the right to initiate binding arbitration under Section 502(a) of ERISA.

Limitations on Legal Actions; Dispute Resolution. Claimants must follow the claims procedures described in Sections 1.1 and 1.2, above before taking action in any other forum regarding a claim for benefits under the Plan. Furthermore, any such action initiated by a Claimant under the Plan must be brought by the Claimant within one year of a final determination on the claim for benefits under these claims procedures, or the Claimant's benefit claim will be deemed permanently waived and abandoned, and the Claimant will be precluded from reasserting it. Further, after following the claims procedures described in Sections 1.1 and 1.2, above, the following terms apply to any further disputes that may arise regarding the Plan:

In the event of any dispute, claim, question, or disagreement arising out of or relating to the Plan, the parties will use their best efforts to settle such dispute, claim, question, or disagreement. To this effect, they will consult and negotiate with each other, in good faith, and, recognizing their mutual interests, attempt to reach a just and equitable resolution satisfactory to both parties.

If the parties do not reach such a resolution within a period of 30 days, then any such unresolved dispute or claim, upon notice by any party to the other, will be submitted to and finally settled by arbitration in accordance with the National Rules for the Resolution of Employment Disputes (the "Rules") of the American Arbitration Association in effect at the time demand for arbitration is made by any such party. The parties will mutually agree upon a single arbitrator within 30 days of such demand. In the event that the parties are unable to so agree within such 30-day period, then within the following 30-day period, 1 arbitrator will be named by each party. A third arbitrator will be named by the 2 arbitrators so chosen within 10 days after the appointment of the first 2 arbitrators. In the event that the third arbitrator is not agreed upon, he or she will be named by the American Arbitration Association. Arbitration will occur in Houston, Texas or such other location as may be mutually agreed to by the parties.

The award made by all or a majority of the panel of arbitrators will be final and binding, and judgment may be entered based upon such award in any court of law having competent jurisdiction. The award is subject to confirmation, modification, correction, or vacation only as explicitly provided in Title 9 of the United States Code. The parties acknowledge that the Plan evidences a transaction involving interstate commerce. The United States Arbitration

Act and the Rules will govern the interpretation, enforcement, and proceedings under this Section 0. Any provisional remedy that would be available from a court of law will be available from the arbitrators to the parties to the Plan pending arbitration. Either party may make an application to the arbitrators seeking injunctive relief to maintain the status quo, or may seek from a court of competent jurisdiction any interim or provisional relief that may be necessary to protect the rights and property of that party, until such times as the arbitration award is rendered or the controversy otherwise resolved.

By agreeing to binding arbitration, a Covered Employee must waive his or her right to a jury trial. The claims covered by this Section 0 include any statutory claims regarding a Covered Employee's asserted entitlement to benefits under the Plan, including claims regarding workplace discrimination.