



surrogacy reimbursement program

This Surrogacy Reimbursement Program (the “Program”) can provide financial assistance for Reimbursable Expenses associated with the expansion of an Eligible Employee’s family through a Valid Surrogacy Contract that is entered into on or after January 1, 2020.

eligibility

You are an “Eligible Employee” for purposes of the Program if you are a U.S. employee on the U.S. dollar payroll of Chevron and you:

- Have six months or more of continuous service since your hire or last rehire date; and
- Are not a member of a collective bargaining unit (unless eligibility to participate has been negotiated with Chevron); and
- Are a full-time employee or a part-time employee working one of the approved part-time schedules.

To be eligible for benefits under this Program, you must be working for Chevron as an Eligible Employee when you enter into a Valid Surrogacy Contract and when you pay the Reimbursable Expenses. Additionally, you must remain an Eligible Employee until the Valid Surrogacy Contract has been completed (see below) and the Reimbursable Expenses have been reimbursed.

An Eligible Employee may not receive benefits under this Program if they are receiving financial assistance through Chevron’s Adoption Reimbursement Program with respect to the same child.

how surrogacy reimbursement works

A “Valid Surrogacy Contract” is one that is legal in the U.S. state in which the parties enter into the surrogacy contract and is between the party who has agreed to become impregnated, carry and give birth to a child and the intended parent(s) of such child. A Valid Surrogacy Contract will be “completed” when it results in an Eligible Employee being recognized as the parent of a child on a birth certificate, court order of adoption, post-birth court order, or other court order recognizing the Eligible Employee’s parental rights under applicable law.

A lawful surrogacy contract that fails to result in a live birth, or results in a live birth but the Eligible Employee is not recognized as the parent of a child on a birth certificate, court order of adoption, post-birth court order, or other court order recognizing the Eligible Employee’s parental rights under applicable law, shall not be treated as a Valid Surrogacy Contract and no benefits will be payable under this Program.

surrogacy reimbursement program benefits

Chevron shall partially offset surrogacy costs by providing Eligible Employees with financial assistance for Reimbursable Expenses for up to a maximum of three (3) completed Valid Surrogacy Contracts. Such financial assistance shall not exceed \$20,000 for any Valid Surrogacy Contract and shall not exceed \$60,000 for each Eligible Employee’s lifetime. This Program is intended to contribute toward the cost of surrogacy and is not intended to cover all costs associated with having a child.

If both an employee and the employee’s spouse or domestic partner are Eligible Employees, only one of them can be reimbursed under this Program per Valid Surrogacy Contract.

reimbursable expenses

Reimbursable Expenses are those expenses that are directly related to the adoption or birth of a child via surrogate, and include, but are not limited to, the items listed below:

- Surrogate agency fees, which includes surrogate agency fees for managing the surrogate or locating and vetting a potential surrogate;
- Legal and court fees associated with the surrogacy contract; and
- Lodging (up to \$200 per night) for up to two weeks (14 calendar days) prior to the child's expected due date. Lodging reimbursement is capped at 14 days maximum, even if the child's due date changes.

The Corporation, in its sole discretion, shall determine, which expenses are Reimbursable Expenses (meaning expenses that are directly related to the adoption or birth of a child via surrogate) for purposes of this Program.

non-reimbursable expenses

Non-Reimbursable Expenses include, but are not limited to, the items listed below:

- Fees paid to the surrogate mother for her services, including living expenses, travel and meals;
- Clothing expenses for the surrogate;
- Medical insurance for a surrogate who is not a Chevron U.S. payroll employee eligible for U.S. health benefits;
- Fees paid to an egg or sperm donor or egg or sperm donor agency;
- Fees paid for egg or sperm freezing and/or storage;
- Travel costs to meet with a surrogate, doctor or lawyer prior to the 38th week of the surrogate's pregnancy term;
- Expenses incurred before or after you are eligible for the Program;
- Any expenses that violate applicable law; and
- Expenses reimbursable under another employer's surrogacy reimbursement program or similar benefit plan.

Expenses associated with a surrogacy contract outside the United States or expenses associated with a surrogate who does not legally reside in the United States are not eligible for reimbursement under this Program. Further, to the extent the Valid Surrogacy Contract is illegal in the jurisdiction where expenses are incurred, such expenses are not eligible for reimbursement under this Program.

how to get reimbursed

Eligible Employees seeking reimbursement under the terms of this Program need to apply within six (6) months of the date that the Valid Surrogacy Contract is completed and the Eligible Employee is recognized as the parent of a child on a birth certificate, court order of adoption, post-birth court order, or other court order recognizing the Eligible Employee's parental rights under applicable law.

Eligible Employees must submit the following items to be considered eligible for reimbursement:

1. Complete the **Surrogacy Reimbursement Request** form.
2. Download the form at hr2.chevron.com in the **Forms Library** or via the **Adoption Reimbursement website**.
NOTE: Eligible Employees must submit the following items to be considered eligible for reimbursement:
 - a. Completed Surrogacy Reimbursement Request Form;
 - b. All receipts for Reimbursable Expenses under the terms of the Program;
 - c. A completed copy of the Valid Surrogacy Contract; AND
 - d. A certified copy of the court order of adoption, or post-birth court order or other court order recognizing the Eligible Employee's parental rights under applicable law.
3. Sign and email the completed form to worklife@chevron.com (subject line "Chevron Surrogacy Reimbursement").

Eligible Employees must also furnish to the Corporation any evidence, data or information the Corporation considers necessary or desirable to administer this Program. The Corporation may use an Eligible Employee's misstatement or omission of fact to deny claims under this Program.

important tax information

Reimbursements under this Program are considered fully taxable and are subject to all applicable federal, state and local income and employment taxes. To the extent the Corporation deems appropriate, applicable federal, state, and local taxes may be withheld from any reimbursement under this Program. Employees should consult their tax advisor for assistance with their specific situation.

contact us

For more information about this Program, contact worklife@chevron.com.

no legally binding right to payment

The Corporation or its duly authorized representative, acting in its sole and absolute discretion, may amend or terminate this Program in whole or in part at any time and from time to time without the consent of any current or former employee. The Corporation provides this benefit in its sole discretion and the right to payment under this Program shall not vest with respect to an amount until such amount is paid to an Eligible Employee.

employment rights

Nothing in this Program shall be deemed to give any person any right to remain in the employ of Chevron nor to affect the right of Chevron to terminate the employment of any person at any time with or without cause, which right is hereby reserved.

choice of law

This Program shall be governed by the laws of the state of California and is not a welfare plan under the Employee Retirement Income Security Act of 1974, as amended.

definitions

Corporation: Means Chevron Corporation.

Chevron: Means Chevron Corporation and each other Chevron entity that is a "Designated Company" for purposes of Chevron's U.S. Health and Welfare Benefits.

There are no vested rights with respect to this Program, Chevron health care or welfare benefit plans or any company contributions towards the cost of this Program or such health care or welfare benefit plans. Rather, Chevron Corporation reserves all rights, for any reason and at any time, to amend, change or terminate this Program and these plans or to change or eliminate the company contribution toward the cost of this Program and/or such plans. Such amendments, changes, terminations or eliminations may be applicable without regard to whether someone previously terminated employment with Chevron or previously was subject to a grandfathering provision. Some benefit plans and policies described in this document may be subject to collective bargaining and, therefore, may not apply to union-represented employees.