

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of Earliest Event Reported): March 5, 2024

HESS CORPORATION

(Exact Name of Registrant as Specified in Its Charter)

DELAWARE
(State or Other Jurisdiction
of Incorporation)

No. 1-1204
(Commission
File Number)

No. 13-4921002
(IRS Employer
Identification No.)

1185 Avenue of the Americas
New York, New York 10036
(Address of Principal Executive Office) (Zip Code)

Registrant's Telephone Number, Including Area Code: (212) 997-8500

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, par value \$1.00 per share	HES	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Annual Cash Incentive Plan

On March 5, 2024, the Compensation and Management Development Committee (the “Committee”) of the Board of Directors (“Board”) of Hess Corporation (the “Company”) approved annual incentive targets under the Company’s Annual Incentive Plan (the “Plan”) for all of the Company’s full-time employees worldwide, including the Company’s chief executive officer, chief financial officer and three other most highly compensated executive officers (the “Named Executive Officers”). The Plan is intended to promote alignment of pay and performance and an enhanced focus on creating long-term stockholder value.

Payout on awards is determined based on attainment of pre-established enterprise level metrics and individual performance objectives. The following are the enterprise metrics, each with pre-established threshold, target and maximum performance goals:

- Environment, health and safety (5 measures):
 - Bakken routine flare rate
 - Critical inspection compliance
 - Severe + significant safety incident rate
 - Loss of primary containment rate
 - Safety observations
- Controllable Production;
- Exploration and production capital and exploratory spend; and
- Controllable operated cash costs.

As part of its ongoing assessment of the Company’s compensation programs, the Committee determined to continue to use the enterprise-wide performance modifier introduced in 2023 to increase or decrease payout of the Plan by up to 25% based on five evaluation themes: strategy execution; capital allocation and risk management; social responsibility and stakeholder engagement; culture, people and leadership; and environment and sustainability.

The Committee also establishes annual incentive targets for each Named Executive Officer based upon position, responsibilities and competitive practice.

Payouts for the Named Executive Officers range from 0% to 200% of target based on attainment of the pre-established enterprise metrics, the strategic performance modifier and individual performance compared with individual goals pre-established at the beginning of the fiscal year.

Long-Term Incentive Program

On March 5, 2024, the Committee approved the value of awards to the Named Executive Officers under the Company’s long-term incentive program for 2024 (the “2024 Program”), effective March 6, 2024.

Due to the Company’s pending merger with Chevron Corporation, the Named Executive Officers, including Mr. Hess, received long-term incentive awards in the form of restricted stock that vest in equal installments over a three-year period beginning on the first anniversary of the grant date, subject to accelerated vesting on certain terminations of employment pursuant to the terms of the Company’s 2017 Long-Term Incentive Plan, a copy of which was filed as Exhibit 10(1) to the Company’s Form 8-K filed with the Securities and Exchange Commission on June 13, 2017, and the form of restricted stock award agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K, each of which is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Form of Restricted Stock Award Agreement under the 2017 Long-Term Incentive Plan.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* *These exhibits relate to executive compensation plans and arrangements.*

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 8, 2024

HESS CORPORATION

By: /s/ John P. Rielly

Name: John P. Rielly

Title: Executive Vice President and Chief Financial
Officer

RESTRICTED STOCK AWARD AGREEMENT

pursuant to the

**HESS CORPORATION
2017 LONG-TERM INCENTIVE PLAN**

* * * * *

Awardee:	FIRST NAME — LAST NAME
Grant Date:	DATE
Number of Shares of Common Stock Subject to such Award:	# OF RESTRICTED SHARES

* * * * *

THIS RESTRICTED STOCK AWARD AGREEMENT (this “Agreement”), dated as of the Grant Date specified above, is entered into by and between Hess Corporation, a Delaware corporation (the “Corporation”), and the Awardee specified above, pursuant to the Hess Corporation 2017 Long-Term Incentive Plan, as in effect and as amended from time to time (the “Plan”); and

WHEREAS, it has been determined under the Plan that it would be in the best interests of the Corporation to grant the restricted stock award provided for herein to the Awardee as an inducement to remain in the employment of the Corporation (and/or any Subsidiary), and as an incentive for increased effort during such employment;

NOW, THEREFORE, in consideration of the mutual covenants and premises hereinafter set forth and for other good and valuable consideration, the parties hereto hereby mutually covenant and agree as follows:

The Compensation and Management Development Committee (the “Committee”) of the Board of Directors (the “Board”) of Hess Corporation has granted to you restricted shares of the Common Stock of the Corporation in accordance with the terms and provisions of the Plan and this Agreement (the “Restricted Shares”). The Restricted Shares are restricted for a period commencing on the date of grant and ending on the applicable Vesting Date (as defined below) or an earlier date as set forth in this Agreement and are otherwise subject to the terms and conditions set forth herein. If the conditions set forth in the Plan and this Agreement are not satisfied, this Agreement and the Restricted Shares awarded together with all rights and interests relating thereto, shall be void and of no force or effect.

1. Incorporation By Reference; Document Receipt. This Agreement is subject in all respects to the terms and provisions of the Plan (including, without limitation, any amendments thereto adopted at any time and from time to time unless such amendments are expressly not intended to apply to the grant of Restricted Shares hereunder), all of which terms and provisions are made a part of and incorporated in this Agreement as if each were expressly set forth *mutatis mutandis* herein. Any capitalized term not defined in this Agreement will have the same meaning as is ascribed thereto under the Plan. You hereby acknowledge receipt of a prospectus describing the Plan and the Awards thereunder and that you have read it carefully and fully understand its content. In the event of any conflict between the terms of this Agreement and the terms of the Plan, the terms of the Plan will control.

2. Period of Restriction. Except to the extent otherwise provided in the Plan or this Agreement, one-third of the Restricted Shares and any accumulated dividends or distributions related to such Restricted Shares will vest and cease to be subject to restrictions on each of the first three anniversaries of the Grant Date (each, a “Vesting Date”), provided that you remain continuously employed by the Corporation or a Subsidiary until the applicable Vesting Date.

3. Restricted Stock. Restricted Shares will be issued in book-entry form in your name and deposited with an agent designated by the Committee, as transfer agent (the “Transfer Agent Agent”). Prior to the issuance and deposit of the Restricted Shares with the Transfer Agent, you will have no rights of a shareholder, and you will not be entitled to vote the Restricted Shares or receive any dividends or other distributions, in respect of the Restricted Shares. The Restricted Shares will be held by the Transfer Agent pursuant to an agreement (the “Transfer Agent Agreement”) between the Transfer Agent and the Corporation. You authorize the Transfer Agent Agreement to transfer shares and otherwise act in accordance with instructions of the Corporation. You will furnish the Transfer Agent with stock transfer powers or authorizations from time to time, if requested. Except to the extent otherwise provided in the Plan or this Agreement, if you remain continuously employed by the Corporation or any Subsidiary until the applicable Vesting Date, Restricted Shares will be issued to you on a noncertificated basis unless prohibited by applicable law or the rules of any stock exchange. For as long as an account is maintained in your name with a broker, custodian, or other institution retained by the Corporation to assist in the administration of the Plan (the “Administrator”), such Restricted Shares will be deposited into such account.

4. Rights as a Stockholder. While the Restricted Shares are held by the Transfer Agent, you will be the record owner and will have all the rights of a stockholder with respect to the Restricted Shares, including (without limitation) the right to vote, subject to the restrictions provided for in the Plan, the Transfer Agent Agreement and this Agreement. From and after the date on which the Restricted Shares are issued in your name and deposited with the Transfer Agent, cash dividends and other distributions made or paid with respect to the Restricted Shares will be held by the Corporation or an escrow agent, in the discretion of the Corporation, and may (but need not be) reinvested as determined by the Committee, and such dividends and distributions will be paid to you (or your account at the Administrator referred to in Section 3) at the time and to the extent pro tanto that the Restricted Shares become non-forfeitable and are delivered to you by the Transfer Agent. Any new, additional or different securities that you may become entitled to receive with respect to the Restricted Shares under the Plan by virtue of any reinvestment of any cash dividends paid on the Common Stock or any stock dividend, stock split, recapitalization, reorganization, merger, consolidation, split-up, or any similar change affecting the Common Stock, will be delivered to the Transfer Agent subject to the same restrictions, terms and conditions as apply to the related Restricted Shares.

5. Termination and Forfeiture.

5.1 If (i) your employment with the Corporation or any Subsidiary terminates prior to the final Vesting Date by reason of your death, permanent total disability or “Full Retirement” (as defined below), the Transfer Agent will, as promptly as practicable, deliver to you, or your account at the Administrator referred to in Section 3 (in the case of permanent total disability or your Full Retirement), or your beneficiary(ies) (in the case of your death) a certificate representing all of the Restricted Shares awarded to you hereunder and all accumulated dividends on the Restricted Shares, in each case, that have not previously been delivered to you. The existence and date of permanent total disability will be determined by the Committee and its determination shall be final and conclusive. Notwithstanding anything in this Section 5.1 to the contrary, in the event that the Corporation determines that there are any amounts required to be withheld on account of you becoming eligible for Full Retirement, a sufficient number of Restricted Shares shall vest and be available to be sold by the Administrator in accordance with Section 8 here to satisfy any withholding tax obligation. For purposes of this Agreement, “Full Retirement” means voluntary retirement after attaining at least age 65 with at least five years of continuous service with the Corporation or a Subsidiary prior to the date of such retirement.

5.2 If your employment with the Corporation or any Subsidiary terminates prior to the final Vesting Date for any reason other than your death, permanent total disability or Full Retirement, all of the Restricted Shares and any rights thereto, awarded to you hereunder, all accumulated dividends in respect thereof, in each case that have not previously become vested in accordance with Section 2, will be forfeited by you and returned by the Transfer Agent to the Corporation and you will have no further rights with respect thereto.

5.3 Notwithstanding Section 5.2 above, if (i) your employment with the Corporation or any Subsidiary terminates prior to the final Vesting Date by reason of your “Early Retirement” (as defined below), the Committee, in its sole discretion, may (but is not obligated to) determine that it will deliver to you, or your account at the Administrator referred to in Section 3, on a specified date a certificate representing a proportionate number of the Restricted Shares awarded to you hereunder that have not previously become vested in accordance with Section 2 based on the number of calendar

days elapsed (as of the date of such Early Retirement) since the previous Vesting Date under Section 2 (or the Grant Date in the case of such Early Retirement prior to the first Vesting Date) until the final Vesting Date (the "Remaining Restricted Period"), together with a proportionate amount of the accumulated dividends in respect thereof that have not previously become vested in accordance with Section 2 also based on the number of calendar days elapsed (as of the date of such Early Retirement) in the Remaining Restricted Period. For purposes of this Agreement, "Early Retirement" means voluntary retirement after attaining at least age 55 with at least ten years of continuous service with the Corporation of any Subsidiary prior to the date of such retirement.

5.4 Notwithstanding any other provision of this Agreement to the contrary:

5.4.1 If, following termination of your employment with the Corporation or any Subsidiary due to Early Retirement, as described in Section 5.3 above, where the Committee has previously determined that you shall receive a proportionate number of the Restricted Shares in accordance with Section 5.3, the Committee determines in its good faith discretion that you shall have engaged in any Prohibited Activity (as hereinafter defined) at any time prior to the third anniversary of the Grant Date, then you shall be obligated to pay or deliver to the Corporation either (at your election): (a) a cash payment in an amount equal to the Fair Market Value of the proportionate number of Restricted Shares determined in accordance with Section 5.3 as of the date of such termination of your employment due to Early Retirement, reduced by the amount of any income and social security taxes that you previously paid to the Corporation or a Subsidiary in respect of such Shares, or (b) a number of Shares equal to the proportionate number of the Restricted Shares determined in accordance with Section 5.3 in the case of termination of your employment due to Early Retirement, reduced by a number of Shares with a Fair Market Value on the date of such delivery equal to the amount of such taxes referred to in clause (a) of this sentence. This Section 5.4 shall not constitute the Corporation's exclusive remedy for your engagement in any Prohibited Activity, and the Corporation may seek any additional legal or equitable remedy, including injunctive relief, in any such circumstances. If any provision contained in this Section 5.4 shall be held by any court of competent jurisdiction to be unenforceable, void or invalid, the parties intend that such provision be modified to make it valid and enforceable to the fullest extent permitted by law. If any such provision cannot be modified to be valid and enforceable, such provision shall be severed from this Agreement and the invalidity or unenforceability of such provision shall not affect the validity or enforceability of the remaining provisions. Notwithstanding any other provision of this Section 5.4 to the contrary, upon the occurrence of a Change of Control, the foregoing provisions of this Section 5.4 shall automatically terminate and cease to apply with respect to any Restricted Shares that are outstanding and have not previously been forfeited under this Section 5.4.

5.4.2 For purposes of this Agreement:

(a) "Prohibited Activity" shall mean either Competitive Activity or Interference.

(b) "Competitive Activity" shall mean that you, directly or indirectly, in any manner or capacity, shall be employed by, serve as a director or manager of, act as a consultant to or maintain any material ownership interest in, any E&P Company or M&R Company that competes with the business of the Corporation or any Subsidiary or affiliate thereof in geographical areas in which you are aware that the Corporation or any Subsidiary or affiliate is engaged, or is considering engaging, unless the Committee agrees to such activity of you in writing; provided, however, that your ownership solely as an investor of less than 1% of the outstanding securities of any publicly-traded securities of any E&P Company or M&R Company shall not, by itself, be considered to be Competitive Activity.

(c) "Good Reason" shall mean only the occurrence of one or more of the following events without your prior written consent (regardless of whether any other reason, other than Cause, for your termination of employment exists or has occurred and notwithstanding the definition of Good Reason set forth in the Plan): (i) failure to elect or reelect or otherwise to maintain you in the office or the position, or at least a substantially equivalent office or position, of or with the Corporation, which you held immediately prior to the Change in Control; (ii) (A) a material reduction in your annual base salary rate or (B) a material reduction in your annual incentive compensation target or any material reduction in your other bonus opportunities; or (iii) the Corporation or any of its Affiliates requires you to change your principal location of work to a location that is in excess of thirty (30) miles from the location thereof immediately prior to the Change in Control. The foregoing to the contrary notwithstanding, (a) a termination of employment for Good Reason shall not have occurred unless (i) you give written notice to the Corporation or its applicable Affiliate within thirty (30) days after you first become

aware of the occurrence of the circumstances constituting Good Reason, specifying in reasonable detail the circumstances constituting Good Reason, (ii) the Corporation or its applicable Affiliate has failed within thirty (30) days after receipt of such notice to cure the circumstances constituting Good Reason and (iii) you must terminate employment within (30) days following the expiration of such cure period and (b) if you are subject to a change in control agreement with the Corporation as of the date hereof, then, in lieu of the foregoing definition, "Good Reason" shall at that time have such meaning as specified in such change in control agreement.

(d) "Interference" shall mean that you shall, directly or indirectly, interfere with the relationship between the Company or any Subsidiary or affiliate of the Company and any person (including, without limitation, any business or governmental entity) that to your knowledge is, or was, a client, customer, supplier, licensee or partner of the Company or any Subsidiary, or had any other business relationship with the Company or any Subsidiary.

(e) "E&P Company" shall mean any business which is engaged in the business of exploring for, or developing or producing, crude oil or natural gas.

(f) "M&R Company" shall mean any business which is engaged in the manufacture, generation, purchase, marketing or trading of refined petroleum products, natural gas or electricity.

6. Change in Control. The Restricted Shares awarded to you hereunder are subject to acceleration of vesting and "cash-out" at the discretion of the Committee upon the occurrence of a Change in Control, all as provided in and subject to Section 9 of the Plan; provided, however, in furtherance of the foregoing, consistent with Section 9(a) of the Plan, if your employment is terminated by the Corporation or its Subsidiaries, or any successor entity thereto (including Chevron Corporation), without Cause or by you on account of Good Reason within two (2) years following the Closing, the Restricted Shares awarded to you hereunder that are held by you as of such termination shall become fully vested (including the lapsing of all restrictions and conditions). For purposes of this Section 6, "Closing" means the consummation of the transaction contemplated under the Agreement and Plan of Merger entered into among the Corporation, Chevron Corporation and Yankee Merger Sub Inc. on October 22, 2023, as amended from time to time.

7. Beneficiary. You may designate the beneficiary or beneficiaries to receive any Restricted Shares or other amounts which may be delivered in respect of this Award after your death. Such designation may be made by you on the enclosed beneficiary designation form and (unless you have waived such right) may be changed by you from time to time by filing a new beneficiary designation form with the Committee. If you do not designate a beneficiary or if no designated beneficiary(ies) survives you, your beneficiary will be the legal representative of your estate.

8. Tax Withholding. No delivery of vested Restricted Shares or payment of any accumulated cash dividends in respect thereof or other amount in respect of this Award will be made unless and until you (or your beneficiary or legal representative) have made appropriate arrangements for the payment of any amounts required to be withheld with respect thereto under all present or future federal, state and local tax laws and regulations and other laws and regulations. Unless you elect otherwise in writing or are prohibited by law, upon a Vesting Date or other expiration of the applicable restriction period such number of Restricted Shares as shall be necessary to pay such withholding amounts shall be sold by the Administrator on your behalf, and the proceeds thereof shall be delivered to the Corporation for remittance to the appropriate governmental authorities, and the remaining Restricted Shares shall be delivered to you, or your account at the Administrator referred to in Section 3.

Notwithstanding the immediately preceding paragraph, if you make an election pursuant to Section 83(b) of the Code, or the value of any Restricted Shares otherwise becomes includible in your gross income for income tax purposes prior to the expiration of the applicable restriction period, you agree to pay to the Corporation in cash (or make other arrangements, in accordance with Section 12.03 of the Plan, for the satisfaction of) any taxes of any kind required by law to be withheld with respect to such Restricted Shares. If you elect immediate Federal income taxation with respect to all or any portion of the Restricted Shares pursuant to Section 83(b) of the Code, you agree to deliver a copy of such election to the Corporation at the time such election is filed with the Internal Revenue Service.

9. Limitations; Governing Law. Nothing herein or in the Plan will be construed as conferring on you or anyone else the right to continue in the employ of the Corporation or any Subsidiary. The rights and obligations under this Agreement and the Award are governed by and construed in accordance with the laws of the State of Delaware, without reference to the principles of conflict of laws thereof.

10. Non-transferability. The Restricted Shares, and any rights and interests with respect thereto, issued under this Agreement and the Plan may not, prior to vesting, be sold, exchanged, transferred, assigned or otherwise disposed of in any way by you (or any of your beneficiary(ies)). The Restricted Shares, and any rights and interests with respect thereto, may not, prior to vesting, be pledged, encumbered or otherwise hypothecated in any way by you (or any of your beneficiary(ies)) and will not, prior to vesting, be subject to execution, attachment or similar legal process. Any attempt to sell, exchange, transfer, assign, pledge, encumber or otherwise dispose of or hypothecate in any way any of the Restricted Shares, or the levy of any execution, attachment or similar legal process upon the Restricted Shares, contrary to the terms and provisions of this Agreement and/or the Plan will be null and void ab initio and without legal force or effect. Each certificate evidencing the Restricted Shares will bear a legend to this effect.

11. Entire Agreement; Amendment. This Agreement (including the Plan which is incorporated herein by reference) contains the entire agreement between the parties hereto with respect to the subject matter contained herein, and supersedes all prior agreements or prior understandings, whether written or oral, between the parties hereto relating to such subject matter. The Board has the right, in its sole discretion, to amend, alter, suspend, discontinue or terminate the Plan, and the Committee has the right, in its sole discretion, to amend, alter, suspend, discontinue or terminate one or more of the Awards of Restricted Stock or this Agreement from time to time in accordance with and as provided in the Plan; provided, however, that no such amendment, alteration, suspension, discontinuance or termination after initial shareholder approval of the Plan may materially impair your previously accrued rights under this Agreement or the Plan without your consent. The Corporation will give you written notice of any such modification or amendment of this Agreement as soon as practicable after the adoption thereof. This Agreement may also be modified, amended or terminated by a writing signed by you and the Corporation.

12. Notices. Any notice which may be required or permitted under this Agreement will be in writing and will be delivered in person, or via facsimile transmission, overnight courier service or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

12.1 If the notice is to the Corporation, to the attention of the Secretary of Hess Corporation, 1185 Avenue of the Americas, New York, New York 10036, or at such other address as the Corporation by notice to you may designate in writing from time to time.

12.2 If the notice is to you, at your address as shown on the Corporation's records, or at such other address as you, by notice to the Corporation, may designate in writing from time to time.

13. Compliance with Laws. The issuance of the Restricted Shares pursuant to this will be subject to, and will comply with, any applicable requirements of federal and state securities laws, rules and regulations (including, without limitation, the provisions of the Securities Act of 1933, the Exchange Act and the respective rules and regulations promulgated thereunder), any applicable rules of any exchange on which the Common Stock is listed (including, without limitation, the rules and regulations of the New York Stock Exchange), and any other law, rule or regulation applicable thereto. The Corporation will not be obligated to issue any of the Common Stock subject to this Agreement if such issuance would violate any such requirements and if issued will be deemed void ab initio.

14. Binding Agreement; Further Assurances. This Agreement will inure to the benefit of, be binding upon, and be enforceable by the Corporation and its successors and assigns. Each party hereto will do and perform (or will cause to be done and performed) all such further acts and shall execute and deliver all such other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the Plan and the consummation of the transactions contemplated thereunder.

15. Counterparts; Headings. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which will constitute one and the same instrument. The titles and headings of the various sections of this Agreement have been inserted for convenience of reference only and will not be deemed to be a part of this Agreement.

16. Severability. The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction will not affect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of any provision of this Agreement in any other jurisdiction, it being intended that all rights and obligations of the parties hereunder will be enforceable to the fullest extent permitted by law.

17. Terms of Employment. The Plan is a discretionary plan. You hereby acknowledge that neither the Plan nor this Agreement forms part of your terms of employment and nothing in the Plan may be construed as imposing on the Corporation or any Subsidiary a contractual obligation to offer participation in the Plan to any employee of the Corporation or any Subsidiary. The Corporation or any Subsidiary is under no obligation to grant further Restricted Shares to you under the Plan. If you cease to be an employee of the Corporation or any Subsidiary for any reason, you shall not be entitled by way of compensation for loss of office or otherwise howsoever to any sum or other benefit to compensate you for the loss of any rights under this Agreement or the Plan. You also acknowledge that the Corporation has adopted a policy prohibiting recipients of equity awarded from the Corporation, including the Restricted Shares, from trading in equity derivative instruments to hedge the economic risks of holding Corporation common stock or interests therein. You hereby acknowledge that you will abide by such policy in all respects.

18. Data Protection. By signing this Agreement, you consent to the holding and processing of personal data provided by you to the Corporation for all purposes necessary for the operation of the Plan. These include, but are not limited to:

18.1 Administering and maintaining your records;

18.2 Providing information to any registrars, brokers or third party administrators of the Plan; and

18.3 Providing information to future purchasers of the Corporation or the business in which you work.

IN WITNESS WHEREOF, the Corporation has caused this Agreement to be executed by its duly authorized officer, and you have also executed this Agreement and acknowledged receipt of other related materials including the Plan prospectus, all as of the Grant Date.

Very truly yours,

HESS CORPORATION

/s/ John B. Hess

John B. Hess

Chief Executive Officer

Acknowledged and Agreed to:
