

**NORTH DAKOTA**

**SEC. 51-19-04 EXEMPTION DISCLOSURE**

**MARATHON PETROLEUM COMPANY LP**  
**a Delaware Limited Partnership**

**539 South Main Street**  
**Findlay, Ohio 45840**  
**(419) 422-2121**

**ISSUANCE DATE: [REDACTED], 2026**

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**EXHIBITS**

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## **ITEM 1**

### **THE SUPPLIER AND ANY PARENTS OR AFFILIATES**

Marathon Petroleum Company LP (“MPC”) is a Delaware limited partnership formed on June 11, 1997, and has a principal business address located at 539 S. Main Street, Findlay, Ohio 45840. MPC does business under the name Marathon Petroleum Company LP and offers petroleum franchises under the service marks “ARCO”, “Marathon”, “Tesoro”, “Shell” “Exxon”, and “Mobil”.

MPC began supplying motor fuel to distributors and dealers who operate motor fuel facilities (“Outlets”) under the Marathon trademarks (“*Marathon Outlets*”) in January 1998, under the ARCO trademarks (“*ARCO Outlets*”) in September 2019 and under the Tesoro trademarks (“*Tesoro Outlets*”) in February 2020 (originally under a separate Sec. 51-19-04 Exemption Disclosure). MPC has offered franchises for distribution in North Dakota under the service marks “ARCO” and “Marathon” since February 2020. Under separate Sec. 51-19-04 Exemption Disclosures, MPC also sells wholesale marketer businesses for operation under the trade name “Shell” since February 2020, and under the trade names “Exxon” and “Mobil” since February 2020. MPC does not grant franchises in any other line of business.

The name and address of MPC’s agent in North Dakota to receive service of process is the Insurance Commissioner of the North Dakota Insurance & Securities Department, Dept. 401, Bismarck, North Dakota 58505.

As a distributor of MPC, you will enter into a Branded Product Supply and Trademark License Agreement (“*Branded Supply Agreement*”). The Branded Supply Agreement contains the legal rights and obligations of you and MPC regarding the establishment and operation of a business through which you will purchase ARCO, Marathon, or Tesoro branded gasoline and diesel fuel from MPC and distribute such fuel to branded Outlets you own, or resell to branded retail Outlets operated by third parties, for resale to the public.

## **ITEM 2**

### **BRANDED SUPPLY AGREEMENT**

A copy of the Branded Supply Agreement is attached as Exhibit A.

## **ITEM 3**

### **INITIAL FEE**

MPC does not charge you an initial fee to enter into a Branded Supply Agreement.

**ITEM 4**  
**OTHER FEES**

You will pay to MPC the branded jobber terminal price per gallon, FOB the supply terminal or other designated place of delivery, in effect at the time and place of delivery for the purchase of ARCO, Marathon, or Tesoro branded, whichever is applicable, motor fuels (the “*Products*”). You will pay to MPC the branded jobber automotive oil, lubricant and merchandise price schedule in effect on the date of your order for such other merchandise.

You will pay to MPC fees for network connectivity, network connectivity equipment, or a combination of both. This fee typically ranges from \$85 to \$185 per month for ARCO Outlets, Marathon Outlets, and Tesoro Outlets. There is no one-time, network installation fee for ARCO Outlets, Marathon Outlets, or Tesoro Outlets; however, you may elect to use MPC’s managed firewall solution, which costs up to \$100 (plus tax) per month. If you operate an ARCO Outlet, Marathon Outlet, or Tesoro Outlet, but do not elect to use MPC’s managed firewall solution, you must contract with an approved managed network service provider that offers comparable firewall solution services.

MPC provides Transaction Card (as defined below) processing services and billing services. You are required to use the transaction card processing services and billing services. The fee for card processing varies with the type of card and can be a percentage or a flat fee or combination of both.

MPC may sell, loan or license certain point-of-sale software or hardware to you, but it does not currently offer or provide such software or hardware. If it does, you will not be required to use MPC’s point-of-sale software or hardware, but if you elect to use it, you will pay the costs or fees associated with such software or hardware, including, without limitation, the price of the equipment, costs associated with satellite connections, telecommunications charges, and installation and upgrading of point-of-sale equipment or software.

MPC provides a point-of-sale software maintenance program. Such services are provided by a designated third party, but you will be billed by MPC. The current cost is \$65 to \$200 (plus tax) per month for ARCO Outlets, Marathon Outlets, and Tesoro Outlets.

You must participate in the “Mystery Shop” program and you will pay MPC a fee for each mystery shop. The current fee is \$55 per mystery shop. Under the current program, each Outlet may be subject to four mystery shops per year.

MPC may assess and state, as a separate line item, a fee per gallon (currently \$0.00150) of motor fuel purchased, which will be used to help cover advertising costs for the Marathon brand.

You must indemnify MPC for claims arising from, among other things, your breach of the Branded Supply Agreement, operation of your business, violations of the law, cleanup, remediation or damages caused by release or discharge of Products by you or your agents, or the use or occupancy of an Outlet.

If you fail to make timely payment of any amount due under the Branded Supply Agreement, MPC may impose a late payment charge up to the maximum amount permitted by law.

MPC may offer or introduce various mandatory marketing or other programs or services, and your participation may require you to purchase equipment, goods, or services from MPC.

Upon the expiration or termination of the Branded Supply Agreement, if an Outlet you operate or supply fails to debrand, and MPC takes debranding actions on your or the operator's behalf, you will be required to reimburse MPC for its costs and expenses, including attorneys' fees, in doing so.

## **ITEM 5**

### **TERMINATION, RENEWAL AND REPURCHASE**

#### *Termination*

Termination of Branded Supply Agreement. MPC may terminate the Branded Supply Agreement upon delivery of written notice to you for any failure to comply with the terms of the Branded Supply Agreement, or for any reason allowed by the Petroleum Marketing Practices Act or other applicable law. The failure to comply with any other agreement between MPC and you, an unauthorized transfer of the Branded Supply Agreement, the failure to purchase the minimum number of gallons of Product(s), or to make timely payments as required by the Branded Supply Agreement constitute a failure to comply with the Branded Supply Agreement.

Termination of Right to Use Marks at Your Outlet. If you violate any provision of the Branded Supply Agreement with respect to the operation of any Outlet, you or an operator fail to maintain such Outlet in accordance with MPC's then current image and identifications standards, or fail to maintain an Outlet in accordance with MPC's then current appearance and customer service objectives and expectations, MPC may terminate the right to use the trademarks, trade names, trade dress, advertising, signs, devices, symbols, slogans, designs and other trade indicia adopted, used, or authorized for use by MPC (the "Marks") at such Outlet. If at any time MPC determines that an Outlet is operated by someone identified on the SDN list, or such other list maintained by the U.S. government, or by someone having terminated its contractual relationship with you, MPC may terminate the right to use the Marks at such Outlet. In addition, MPC may terminate the right to use the Marks at any Outlet that is abandoned, not operated, ceases to process transaction cards on MPC's proprietary payment card system, is no longer supplied by you, or a sufficient amount of all applicable grades of Products are not continuously offered for sale at such Outlet for 7 consecutive days or such lesser period which under the facts and circumstances constitutes an unreasonable period of time. MPC also may terminate the right to use the Marks at any Outlet that fails to properly utilize the Marks or engages in any activity likely to cause injury to the goodwill associated with the Marks.

### *Renewal*

The Branded Supply Agreement does not provide for a renewal upon expiration of its initial term. The Branded Supply Agreement can only be extended by written agreement of the parties.

### *Repurchase*

MPC does not have the right to repurchase your business during the term of the Branded Supply Agreement.

## **ITEM 6**

### **RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

MPC may regulate the required services, supplies, products, fixtures, and other goods relating to the establishment or operation of your business. Accordingly, MPC may require you to purchase the following products and services from MPC or its designated vendor:

1. Products. You are required to purchase from MPC the number of gallons of Products as required by the Branded Supply Agreement.
2. Network Connectivity and System. For ARCO Outlets, Marathon Outlets, and Tesoro Outlets, you may elect to use MPC's managed firewall solution, which costs up to \$100 (plus tax) per month. If you do not elect to use MPC's managed firewall solution, you must contract with an approved managed network service provider that offers comparable firewall solution services.
3. Transaction Card Processing. MPC may, at its election, issue its own or accept specified third party credit cards, debit cards, credit identifications, or other transaction authorization cards ("*Transaction Cards*"). If MPC elects to accept Transaction Cards, it will charge you for processing and billing services, for the fees then in effect under the operations manuals. Further, if MPC elects to accept Transaction Cards, then you will be obligated to honor them, and cause all Outlets to honor them, for all authorized products and services sold at or from Outlets. You will account for all such transactions in strict compliance with the terms of the Branded Supply Agreement and any credit card sales procedures and requirements furnished to you included in any operations manuals. MPC shall accept from you all authorized invoices or transactions based on Transaction Cards, and at MPC's option, it shall pay the amount of the invoice or transaction to you by check, credit the amount to your bank account electronically or set off the amount against your account with MPC, in each case after deducting any service charge to you by MPC in effect under the operations manuals, as then currently revised. The fee for card processing varies with the type of card and can be a percentage or a flat fee or combination of both.
4. Trade Dress. You must purchase from a third party approved by MPC certain trade dress items.

5. Point-of-Sale Software Maintenance. You will be required to obtain a point-of-sale software maintenance billing program from MPC's designated service provider. The current cost is \$65 to \$200 (plus tax) per month. MPC bills you directly and forwards your payment to the service provider.
6. Insurance. You must obtain and maintain, at your own expense, the insurance coverage MPC periodically requires as outlined in the Branded Supply Agreement.

In addition, MPC may offer or introduce various marketing or other programs or services in the operations manual. MPC may declare these programs or services mandatory, and your participation may require you to purchase equipment, goods, or services from MPC, its affiliates, or from approved third party vendors.

## **ITEM 7**

### **RESTRICTIONS ON WHAT YOU MAY SELL**

The Products purchased from MPC must be sold by you, and by the Outlets, in compliance with the trademarks and trade dress requirements for the applicable brand set forth in the operations manuals then in effect. You must only sell Products and related merchandise (such as motor oils, lubricants, industrial oils, and antifreeze) purchased from MPC to the Outlets. You will also be obligated to properly utilize the Marks in connection with the operation of any such Outlet. So long as MPC elects to accept credit and debit cards, you must honor and cause all Outlets to honor them and be responsible for compliance with all payment card industry data security standards.

## **ITEM 8**

### **FINANCING**

MPC may offer financing through its ARCO, Marathon and Tesoro Brand Development Program (the "*Brand Development Program*") to help assist jobbers in completing certain enhancements and improvements to ARCO Outlets, Marathon Outlets, or Tesoro Outlets to bring them into compliance with the standards and specifications regarding jobber's use of the Marks. Upon your participation in a Brand Development Program, you will enter into an Incentive Agreement or similar agreement with MPC ("*Incentive Agreement*").

The Brand Development Program is only offered to those jobbers using the ARCO, Marathon, or Tesoro Marks, satisfying the ARCO, Marathon and Tesoro brand requirements, and obtaining Products from certain specified terminals, and may include the following types of incentives:

1. Monthly Rebate. MPC may advance rebates to you on a monthly basis for each gallon of Product that you purchase from MPC and deliver to the Outlet during each month of the brand commitment (currently between \$0.000 and \$0.040 per gallon of branded gasoline and between \$0.000 and \$0.015 per gallon of branded diesel fuel, depending on the monthly gallon volume). This amount will be amortized and forgiven pursuant to a mutually agreed amortization rate, which will be set forth in the Incentive Agreement.

2. Image Funding. MPC may advance certain amounts, dependent on estimated deliveries, currently not to exceed \$500,000. The funding will be payable in a lump sum after MPC has approved the completion of the Outlet's conversion to the ARCO Marathon, or Tesoro brand (or the completion of the enhancements and/or improvements at the Outlet, as applicable). This amount will be amortized and forgiven pursuant to a mutually agreed amortization rate, generally over ten (10) years, which will be set forth in the Incentive Agreement.

Absent an event of default, the financial assistance advanced to you may be forgiven over the timeframe set forth in the Incentive Agreement; *provided, however*, you will not receive any, or any further, financial assistance if, at the date such financial assistance is payable to MPC, you are in default of any obligation or duty owed to MPC under the Branded Supply Agreement, Incentive Agreement, or any other agreement between MPC and you. Further, upon an event of default, including debranding the Outlet, you shall immediately repay all unamortized amounts paid or advanced to you under the Brand Development Program.

MPC does not guarantee your promissory notes, mortgages, leases, or other obligations. MPC does not have any past or present practice of selling, assigning, or discounting to any third party any note, contract, or other obligation of yours.

#### **ITEM 9**

#### **FINANCIAL PERFORMANCE REPRESENTATIONS**

MPC does not make any representations about your future financial performance. MPC also does not authorize its employees or representatives to make any such representations either orally or in writing.

#### **ITEM 10**

#### **TERRITORY**

You will not receive an exclusive area or territory.

#### **ITEM 11**

#### **RECEIPTS**

Exhibit C contains detachable documents acknowledging your receipt of this Sec. 51-19-04 Exemption Disclosure.

**EXHIBIT A**

**BRANDED PRODUCT SUPPLY AND TRADEMARK LICENSE AGREEMENT**

## **BRANDED PRODUCT SUPPLY AND TRADEMARK LICENSE AGREEMENT**

This **BRANDED PRODUCT SUPPLY AND TRADEMARK LICENSE AGREEMENT** (“Agreement”) is between Marathon Petroleum Company LP, a Delaware limited partnership having its principal place of business at 539 South Main Street, Findlay, Ohio 45840 (“SELLER”), and {name of jobber}, a(n) {state in which entity incorporated/formed} corporation having its principal place of business at {address} (“BUYER”).

Now, Therefore, SELLER and BUYER, intending to be legally bound, agree as follows:

### **1. DEFINITIONS**

1.1 Definitions. For purposes of this Agreement, the following terms shall have the indicated meanings:

Brand: a brand owned or authorized for use by SELLER, including but not limited to the MARATHON®, ARCO® and TESORO® brands, which SELLER in its sole discretion may change from time to time.

Brand Signage: a sign, point of sale materials, advertising, or promotional materials bearing or including the Marks, logos associated with SELLER or its proprietary cards (if any) and Brands.

Branded Outlet: a Retail Outlet, Bulk Plant and other outlet or storage facility supplied with Products by BUYER and agreed to by SELLER and listed on Exhibit B, whether such facility is owned or operated by BUYER or an Operator.

Bulk Plants: the storage facilities designated as “Bulk Plants” on Exhibit B, attached to, and as amended from time to time as called for under, this Agreement.

Confidential Information: includes all software provided or made available to BUYER by SELLER, any information or materials designated by SELLER as Confidential Information when provided or disclosed to BUYER, all information about or describing the contents, qualities, or characteristics of the Products or SELLER’s pricing to BUYER for the Products, and all information contained in any manuals, handbooks or other materials provided by SELLER describing SELLER’s marketing programs, including, but not limited to credit card processing procedures, operational elements and forms, fleet card marketing information, operational elements and forms, loyalty program materials and operational manuals, and mystery shop program elements and scores.

Distillates: the branded diesel fuels which SELLER may offer for sale under the Marks to SELLER’s branded jobbers.

EFT: electronic funds transfer.

Exhibit A Volume: the aggregated monthly quantities (all brands) specified for each of the Products as indicated on Exhibit A as it may be amended from time to time.

Gasoline: the gasoline fuels which SELLER normally holds out for sale under the Marks to branded jobbers.

Marks: trademarks, services marks, trade names, trade dress, brand names, grade designations, logos, insignia, canopy striping and other color schemes and design schemes used by SELLER in the advertising and marketing of the Brands and Products, now and as developed, adopted or acquired in the future.

Maximum Volume: one hundred ten (110) percent of the Exhibit A Volume of Gasoline.

Minimum Volume: ninety (90) percent of the Exhibit A Volume of Gasoline.

Party: SELLER or BUYER, as applicable. Together, SELLER and BUYER are sometimes referred to as "Parties".

PMPA: The Petroleum Marketing Practices Act, 15 U.S.C. Sections 2801, et seq.

Product(s): SELLER's offered and available branded: (i) motor gasoline, (ii) Distillates, and (iii) other branded products, as determined and designated by SELLER and as offered and available from time to time during the Term, which are purchased by BUYER from SELLER for resale or delivery to the Branded Outlets. Products to be sold and delivered hereunder shall be of the kinds, grades, octanes, brands and quality generally sold by SELLER at the time and place of delivery to BUYER.

Ratable Lifting: the purchase of Products by BUYER, directly from SELLER, in approximately equal quantities, with such frequency as will satisfy the Requirements of the Branded Outlets and the Minimum Volume throughout an entire month; except that the purchase by BUYER, on any day of a month, of a volume of Gasoline in excess of 150% of that number of gallons determined by dividing the month's Exhibit A Volume by the number of days in the month is not the purchase of Gasoline by Ratable Lifting.

Requirements: the quantity of Products that satisfies the sales expectations of SELLER and BUYER for a Branded Outlet, otherwise to provide for the consuming public's demand for Products at one or more Branded Outlets (1) on execution of this Agreement, and (2) when Exhibit B is amended.

Retail Outlets: the retail motor fuel outlets listed on Exhibit B, as amended from time to time pursuant to this Agreement.

Retail Payments Guide: the published documentation made available to BUYER and Operators, as may be amended from time to time, that governs, among other things, the use of SELLER's proprietary payment card system and the acceptance of Transaction Cards.

SDN List: the Specially Designated Nationals and Blocked Persons List, 31 Code of Federal Regulations, Part 500, Chapter V, Appendix A.

Operator: a person or entity authorized by BUYER through the rights granted by SELLER in this Agreement to utilize the Marks in connection with the sale of Products supplied by BUYER, typically an operator of a Retail Outlet.

Transaction Cards: Credit cards, debit cards, fleet cards credit identifications, gift cards, or other transaction authorization cards, including electronic or mobile, plastic or paper, virtual or biometric payment methods issued by either SELLER or specified third parties. From time to time, the Transaction Cards may be identified in the Retail Payments Guide.

1.2 Term. This Agreement will be effective as to each Party upon execution by both Parties, with respect to the period commencing on {First date of Term} and ending on {Last date of Term} (the "Term"), unless terminated earlier by a Party as provided for in this Agreement.

## 2. PURCHASE, SALE AND DELIVERY OF PRODUCTS

### 2.1 Purchase and Sale.

SELLER will sell to BUYER, and BUYER agrees to purchase and receive, Products sufficient to satisfy the Requirements of each Branded Outlet during the Term, in such grade or grades as SELLER has or may have available, at designated terminals (if indicated on Exhibit A) and in the Exhibit A Volumes.

### 2.2 Volume Limitation.

If SELLER determines, in good faith, that BUYER is not purchasing a Product by Ratable Lifting in a month, SELLER may, but is not obligated to, implement an allocation program for BUYER's subsequent purchases of the Product during the month, at such terminals and of such duration and volume limitations as SELLER, acting with commercial reasonableness and for the purpose of restoring Ratable Lifting of the Product, determines. SELLER will utilize its terminal reporting systems to implement limitations on BUYER's purchases of the Product in the month. If, however, SELLER's terminal reporting systems are not available, or if SELLER determines that its terminal reporting systems have failed or are unable to implement a limitation on BUYER's purchases of the Product in the month, SELLER will notify BUYER of the unavailability, failure or inability, and of any per gallon liquidated damage amount for which BUYER will be liable for purchases of the Product in excess of the limitation in the month. BUYER agrees that, upon receipt of SELLER's notice in any month, BUYER will bear the sole responsibility for compliance with the terms of SELLER's allocation program. If, following receipt of SELLER's notice, BUYER purchases a Product in excess of a limitation established by SELLER for a Product in a month, BUYER will be liable to SELLER for liquidated damages in an amount calculated by multiplying (a) the number of gallons of the Product purchased by BUYER in the month, after receipt of SELLER's notice, in excess of the limitation by (b) a cents per gallon amount determined by SELLER, in good faith, as reasonable compensation for supplying BUYER the Product in volumes which exceed the limitation.

### 2.3 Minimum Purchase Obligation.

Section 2.1 notwithstanding, BUYER will purchase from SELLER, in each month during the Term, Products in a quantity not less than the Minimum Volume. SELLER has no obligation to sell Products in excess of the Minimum Volume.

(a) The agreement to sell the Minimum Volume is not a representation or guaranty by SELLER that the BUYER will sell the Minimum Volume or that the Requirements of the Branded Outlets for Products in that month will equal the Minimum Volume. BUYER's purchase of Products in excess of the Minimum Volume during any month will not be applied to offset BUYER's failure to purchase the Minimum Volume during any other month. BUYER's obligation to purchase the Minimum Volume from SELLER is not affected by BUYER's loss or termination of any Branded Outlet, or by the establishment or existence of an outlet or facility selling Products established or operated by SELLER or by another customer or distributor of SELLER. SELLER's sale of Products during any period in excess of the Minimum Volume will not affect the Minimum Volume as to any future period.

(b) If BUYER fails to purchase the Minimum Volume from SELLER in: (i) any three consecutive months, or (ii) six months of any twelve-month period, then SELLER will have the right, but not the obligation, to reduce the Minimum Volume by the average of the ratios of the actual purchases of Products to the Minimum Volume, in the months in which BUYER failed to purchase the Minimum Volume. Exhibit A will then be deemed to be amended and SELLER will issue a revised Exhibit A to

reflect such reduction.

(c) No amendment of Exhibit A or Exhibit B will alter or relieve the parties' respective obligations under any other agreement between them.

2.4 Sections 2.1 and 2.3 notwithstanding, SELLER may, but is not obligated to, sell more than the Maximum Volume to BUYER in any month.

## 2.5 Amending Exhibits.

(a) BUYER and SELLER agree that they will periodically, but no less frequently than once in each twelve (12) month period during the Term, review Exhibits A and B to consider (1) the addition or deletion of Branded Outlets from Exhibit B, (2) change in Requirements at one or more existing Branded Outlet, and (3) any recalculation of the Exhibit A Volume in SELLER'S sole discretion. Exhibits A and B may be amended according to the Parties' agreement on one or more of these factors. The Exhibit A Volume will be increased by the mutually agreed projected monthly sales of Product at each existing or added Branded Outlet. Any increases in the Exhibit A Volume associated with the addition of a Branded Outlet will be effective as of the first day of the month in which the installation of the Marks is completed.

(b) Exhibits A and B may be amended in electronic form via electronic communication such as an email expressing the acceptance of the amended Exhibits by SELLER and BUYER.

(c) No amendment of Exhibit A or B pursuant to this Section 2.5 will alter or relieve the Parties' respective obligations under any Incentive Agreement, Improvement Agreement, Master Agreement, Conversion Agreement, Branding Agreement, Wholesale Assistance Agreement, Rollover Agreement or other agreement between them.

(d) Exhibits A and B will be amended to add an outlet or storage facility that is, at the time, the subject of another agreement for the supply of Products to which SELLER is a party if, but only if:

(1) SELLER determines, in its reasonable judgment, that amending Exhibits A and B to add the outlet or storage facility will not result in the breach of, or actionable interference with, any contractual relationship between the operator of the outlet or storage facility and the supplier of Products to the outlet or storage facility; and

(2) BUYER assumes the obligations of the other supplier under any Improvement Agreement, Master Agreement, Conversion Agreement, Branding Agreement, Rollover Agreement, Wholesaler Assistance Agreement, or other agreement with SELLER relating to the outlet or storage facility.

2.6 Products; Characteristics. BUYER will not supply or sell at the Branded Outlets any Products having octane levels different than the octane levels SELLER is at that time offering without the prior written consent of SELLER. SELLER reserves the right to change the grade, specifications, characteristics, delivery package, brand name or other distinctive designation of any Product from time to time, and to discontinue marketing any of the Products at any time without liability or further obligation to BUYER with respect to the purchase and sale thereof.

2.7 Purchase and Sale of Motor Oils and Lubricants. BUYER agrees to use commercially reasonable efforts to purchase and offer a representative stock of SELLER's branded motor oils and lubricants for sale at all Branded Outlets operated by BUYER and will use commercially reasonable efforts to cause a representative stock of branded motor oils and lubricants to be offered for sale at Branded Outlets operated by Operators.

### 3. COMMERCIAL TERMS

#### 3.1 Price.

(a) Subject to change or substitution as provided below, BUYER agrees to pay the following prices for the products sold hereunder:

(1) for Products: SELLER's established branded jobber terminal price per gallon, f.o.b. terminal for the particular Product, in the particular Brand, in effect on the date and time of completion of loading and at the terminal of delivery to BUYER; and,

(2) (if applicable) for motor oils, lubricants, industrial oils, antifreeze, and related merchandise: SELLER's branded jobber automotive oil, lubricant and merchandise price schedule in effect on the date of BUYER's order.

The stated prices are exclusive of applicable taxes, inspection fees, and other governmental charges and assessments. All taxes or other charges now or hereafter imposed by law on any Products sold hereunder, or on the production, manufacture, sale, transportation or delivery thereof, or on this Agreement or the transactions contemplated hereby, which SELLER is required to pay or collect, shall be added to the applicable price and paid by BUYER.

(b) SELLER may assess and state, as a separate line item on its invoices for some or all Products purchased and sold hereunder, a per gallon charge to defray a portion of the costs incurred in advertising the Brands from time to time.

(c) SELLER reserves the right to unilaterally change any prices at any time, and also reserves the right to change its pricing notification system including, but not limited to, the method by which prices are posted, at any time.

3.2 Measurement. BUYER shall be invoiced for the actual number of U.S. gallons of Products delivered to BUYER by SELLER, with or without correction for temperature, at SELLER's option, using standards accepted by government agency or industry-accepted practice (e.g., API, ASTM); provided, however, that upon request of BUYER by thirty (30) days' advance written notice once, but only once, in any period of twelve (12) consecutive months, SELLER will change the method of measurement of invoiced Products to be with or without temperature correction. The foregoing notwithstanding, in any jurisdiction in which applicable law dictates the method of measurement of Products delivered, such method shall be used.

#### 3.3 Payment.

(a) BUYER agrees to pay for all Products and other goods and merchandise sold hereunder in the manner, at the times and on such credit terms as SELLER's Credit Department may establish from time to time. Payment terms established for sale of Products to BUYER are subject to change by SELLER at any time.

(b) If BUYER fails to make timely payment of any amount due and owing under this Agreement, SELLER may:

(1) impose a late payment charge not to exceed the maximum amount allowed by law;

(2) immediately set off any amounts owed by BUYER to SELLER against amounts owed by SELLER to BUYER under this or any other agreement between the Parties, or between

BUYER and any affiliate of SELLER; or,

(3) treat such failure as a failure by BUYER to comply with a reasonable and materially significant provision of this Agreement, entitling SELLER to terminate this Agreement and the relationship between SELLER and BUYER.

**PAYMENTS TENDERED IN FULL SETTLEMENT OF A DISPUTED AMOUNT MUST BE SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO “COMMERCIAL CREDIT MANAGER, MARATHON PETROLEUM COMPANY LP, 539 SOUTH MAIN STREET, FINDLAY, OHIO 45840.”**

(c) If SELLER decides, in its reasonable discretion, that the creditworthiness of BUYER is at any time unsatisfactory, SELLER shall have the right to require assurances of BUYER’s ability to perform its obligations under this Agreement including, but not limited to, any or all of the following, until BUYER’s creditworthiness becomes satisfactory in SELLER’s reasonable discretion:

- (1) SELLER may require payment in cash in advance of each purchase of Products;
- (2) SELLER may discontinue further sales or shipments of Product until all payments due have been received; or,
- (3) SELLER may withhold payment for Transaction Card sale transaction receipts due to BUYER under this Agreement for transactions at any Branded Outlet, whether operated by BUYER or an Operator.

(d) BUYER shall promptly pay when due all taxes, or other governmental assessments, levied or assessed by reason of BUYER’s operations and its performance under this Agreement. BUYER shall also pay when due any tax (including, but not limited to, sales, use, value added, occupation, gross receipts, registration, ad valorem, excise, environmental (including Superfund), and documentary taxes, including any interest charge or penalty that may result therefrom), duty, fee or other governmental charge, or any other public or private fee, charge or assessment now or hereafter levied on any Products delivered hereunder, or on SELLER, or required to be paid or collected by SELLER, by reason of the purchase, receipt, importation, manufacture, or removal of such Products by SELLER, or levied on or incurred in connection with or incidental to the sale, transportation, storage, delivery, use or removal of such Products, insofar as the same is not expressly included in the prices hereunder. BUYER shall furnish SELLER with satisfactory tax exemption certificates where an exemption is claimed. With respect to any equipment or personal property which SELLER may loan to BUYER, BUYER shall be responsible for reporting and paying all personal property taxes associated with such equipment or personal property. Upon SELLER’s request, BUYER shall provide SELLER proof of proper reporting and payment of all taxes for which the BUYER is responsible under this Agreement. BUYER shall not permit or allow any tax or governmental lien, tax sale, or seizure by levy or execution of similar writ or warrant to occur against BUYER’s Branded Outlet, or any of the inventory, supplies, or equipment located thereon.

SELLER may institute a line-item charge reflecting any carbon taxes, fees, assessment and similar charges or cost of compliance levied, assessed or otherwise incurred as a result of compliance with regulatory requirements by any government or instrumentality or subdivision thereof, applicable to the manufacture, sale, purchase, import, distribution, exchange, use, resale, transportation, delivery, inspection or handling of the Products sold, or proportionately upon feedstock from which Products are derived, including taxes, fees, assessment and any other cost of compliance related to the Low Carbon Fuel Standard for transportation fuels, Cap-at-the-Rack assessment, or similar governmental or regulatory requirements established by a state or federal government (collectively, the “Carbon Surcharge”). BUYER shall bear any Carbon Surcharge incurred, levied or assessed after the date of the Agreement by any government authority or regulatory authority upon the transactions provided for in the

Agreement, whether or not paid directly to the government authority.

(e) Nothing in this Section shall operate or be construed as the waiver by SELLER of any legal or equitable remedy to which they are entitled as a result of BUYER's failure to pay any amount when due. No failure on the part of SELLER to exercise any rights or remedies upon BUYER's failure to make timely payment of any amount due and owing shall be construed as a waiver of those rights in the event of any subsequent failure.

### 3.4 Delivery.

(a) SELLER shall not be required or obligated to make any delivery outside of its usual business hours or in any quantity which would exceed maximum load weights permitted by law. Except as set forth in Section 3.4(b), deliveries of Products shall be made f.o.b. the terminal(s) listed at Exhibit A, as amended from time to time;

Title to, and risk of loss, of all Products delivered at terminal(s) shall pass to BUYER when such Products pass the inlet flange on the transport trucks of BUYER or BUYER's common carrier, except that SELLER shall retain title to any vapors or condensate recovered during delivery. Title to and risk of loss of products other than the Products shall pass to BUYER when such products are loaded for delivery at the point of origin.

(b) Deliveries of all Products delivered to BUYER, directly or through hired common carrier, shall be made, and title to and risk of loss of such Products shall pass to BUYER, as the Product enters BUYER's storage tanks. Transportation arranged for BUYER shall be at BUYER's cost and shall not affect title and risk of loss.

(c) SELLER shall have no obligation to deliver Products to BUYER at any terminal unless BUYER, its agents, and its carriers have entered into, and are in compliance with, agreements with the terminal operator governing access to the terminal.

(d) The place of delivery of any Product(s) may be changed by giving BUYER at least fifteen (15) days prior written notice, or such lesser time as is reasonable under the circumstances, in which case the new supply terminal shall be added to Exhibit A where appropriate and the no longer available supply terminal shall be deleted. If a Product is discontinued at the only terminal for such Product and a different terminal is not designated for that Product, then both SELLER and BUYER shall be relieved of any further obligation hereunder with respect to that Product.

3.5 Warranty. SELLER warrants good title to all Products supplied hereunder at the time of delivery to BUYER, and that each Product supplied hereunder shall comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to BUYER.

*SELLER DISCLAIMS ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE PERFORMANCE OR QUALITY OF PRODUCTS SUPPLIED HEREUNDER INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S PARTICULAR OR INTENDED PURPOSES OR USAGE. FURTHERMORE, UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER UNDER WARRANTY, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE.*

3.6 Safety and Health. BUYER has received Material Safety Data Sheets (a/k/a Safety Data Sheets) and other information about the safety and health aspects of Products, shall communicate this information to its employees, agents, carriers and customers, and shall require them to further communicate this information. Material Safety Data Sheets (MSDS) for Products are also available at

the following Internet address: <https://www.marathonpetroleum.com/Operations/Retail/Safety-Data-Sheets/> or such other address as may be designated from time to time.

3.7 Audit Rights. To verify BUYER's performance under this Agreement and any related agreements, or in furtherance of compliance and quality assurance programs instituted and amended by SELLER from time to time:

(a) BUYER will cooperate fully and completely with audits and inspections conducted by SELLER from time to time. SELLER shall have the right to audit records pertaining to this Agreement in the possession or control of BUYER, inspect the Branded Outlets, inspect and copy each Branded Outlet's daily inventory control and reconciliation records, conduct audits of dispensers and meter readings, and obtain and remove samples of Products taken from underground tanks, dispensers or other components of each Branded Outlet's motor fuel delivery system. SELLER may delegate the conduct of such audits to a third-party designee.

(b) BUYER will ensure that each Operator cooperates fully and completely with such audits and inspections. SELLER will have the right to enter and inspect the facilities at any Branded Outlet operated by the Operator, sample Products stored in underground tanks or located elsewhere in equipment within the possession or control of the Operator, and inspect the books, records, daily inventory control and reconciliation records, and meter readings of the Operator relating to operation of any Branded Outlet operated by the Operator, wherever such books, records and readings are located.

3.8 Electronic Communication.

(a) BUYER agrees that all Branded Outlets operated by BUYER, and by any Operator, will be and remain, during the Term, equipped with hardware and software, including upgrades, as necessary for e-mail capability and access to the Internet, so that SELLER may communicate and exchange business transaction and other information via SELLER's my MPC community portal or other designated means or portal established by SELLER in replacement thereof.

(b) BUYER consents to the receipt of notices, advertisements, announcements, brochures and other information pursuant to or relating to this Agreement via facsimile, telephone, e-mail and other modes of electronic communication. BUYER further agrees that electronic signature methods are valid means of executing this Agreement as well as any other related agreements between BUYER and SELLER.

## 4. ALLOCATION OF RISK

4.1 Supply Shortage.

(a) Any term or provision of this Agreement to the contrary notwithstanding, if SELLER anticipates a shortage of Products, crude oil, raw materials, fuels, or refining capacity, from whatever cause, and regardless of whether such shortage is anticipated to affect its own or its other regular sources of supply, or supply in the industry generally, which in its sole discretion determines will require a limitation generally on the type or quantities of Products to be supplied hereunder, or if such a limitation is recommended or imposed by any governmental authority, whether or not ultimately held to be valid, SELLER may implement a plan, formula or method to reduce demand for Products, allocate supply of Products among BUYER and its other customers, or both.

(b) SELLER will not be required to make up Product volumes not supplied to BUYER as a result of, and are not liable to BUYER for damages, losses, freight or other costs or expenses incurred by BUYER in connection with, a plan, formula or method instituted pursuant to Section 4.1(a).

(c) In any month in which measures pursuant to Section 4.1(a) are implemented, the Exhibit A Volume will apply only on a pro rata basis to those days of the month in which the allocation is not in effect. The Exhibit A Volume in any month following the month in which such measures cease shall be as provided in this Agreement.

#### 4.2 Force Majeure.

SELLER will be excused from delay or nonperformance if they are unable to meet the demand for Products at their usual distribution points, for reasons including a refinery turnaround, unavailability of Products or an element or component necessary in the production or delivery of Products, unavailability of or interference with usual sources of Products or crude oils or other constituent materials, or the usual means of transporting any of the same. SELLER or BUYER will be excused from their respective obligations under this Agreement to the extent that performance of any obligation is delayed or prevented by circumstances beyond the non-performing party's reasonable control, including the following: acts of God, acts of federal, state or local governments or agencies, compliance with requests, recommendations, laws or orders of any governmental authority or any instrumentality thereof, fire, explosion, mechanical breakdown, strikes, plant slow down or shutdown, riots or other civil disturbances ("Event of Force Majeure"). Promptly upon an Event of Force Majeure that will materially delay or prevent performance of a party, the party experiencing the Event of Force Majeure shall give notice to the other party specifying the nature of the Event of Force Majeure and the expected time that it will continue. Neither party shall be relieved of any obligation to pay any sums due on the basis of an Event of Force Majeure. If, due to any of the foregoing reasons, there should be a shortage of any Product from any source, SELLER shall not be obligated to purchase supplies from any other than their usual sources or to divert supplies in order to perform this Agreement and may allocate available supplies in their sole discretion among their customers and internal uses in any manner they find reasonable.

#### 4.3 Indemnification.

To the fullest extent authorized under applicable law, except to the extent of SELLER's sole negligence, SELLER's willful misconduct, or SELLER's breach of this Agreement, BUYER agrees to indemnify, defend and hold harmless SELLER (including its directors, officers, agents and employees) from and against any and all claims, actions, liabilities, losses, costs and expenses (including reasonable attorneys' fees and expert witness fees) for or involving any property damage, personal injury, bodily injury, death, remediation or clean-up, fines, penalties, taxes, business interruption, or any other cause of action or claim of every nature or kind whatsoever, in any way arising out of or incident to or related to BUYER's purchase of Products under this Agreement, BUYER's and its Operators' participation in and usage of the websites and mobile applications associated with SELLER's loyalty programs (including Marathon ARCO Rewards), or BUYER's sale or consignment of Products to any Branded Outlet, including, but not by way of limitation, any and all claims arising out of or based on (i) any breach by BUYER of any provision of this Agreement or of any duty owed by BUYER to SELLER or to the public, (ii) BUYER's purchase, storage, use, sale, transportation, loading or unloading, delivery, or disposal of Products, including any claims in any way arising out of BUYER's or BUYER's agents, servants, employees, Operators, contractors, or carriers entering, leaving or being upon SELLER's premises (SELLER's premises as used herein shall mean any delivery point or any location where Products are made available to BUYER under this Agreement), (iii) any violation of any federal, state or local regulations, by BUYER or its agents, servants, workmen, employees, Operators, contractors, or carriers, (iv) any cleanup, remediation, or damages caused in whole or in part by any release or discharge of Products (or other pollutant or hazardous substance) by BUYER, or BUYER's agents, servants, employees, Operators, carriers, or contractors, (v) the use or occupancy of BUYER's Branded Outlet or a Branded Outlet, (vi) BUYER's or an Operator's operation of its business or the use, custody or operation of equipment owned by SELLER, or any other equipment, or BUYER's or its Operators' failure to perform any obligations hereunder, including but not limited to the obligations set forth in 5.5(c); (vii)

any sale or consignment of Products to any Branded Outlet (including any dispute related to the terms of sale (e.g., price) or the condition, quantity, or quality of the Products sold), (viii) BUYER's breach of or failure to perform any contractual or other duty owed to an Operator or to any third person, (ix) any intentional or unintentional violation by BUYER of any legal duty, obligation, or requirement applicable to BUYER's business, BUYER's Branded Outlet, BUYER's storage, transportation, or sale of Products, or the disclosure or warning of risks associated with Products at BUYER's Branded Outlet or any Branded Outlet, (x) for any fines, penalties, damages, claims or assessments incurred by SELLER as a result of any violation or alleged violation of PCI DSS or any other applicable laws, rules and regulations pertaining to data privacy, Transaction Cards, or credit card security by BUYER or any Operator, (xi) BUYER's or its Operators' misuse of any trademarked or other intellectual property belonging to a third party in connection with inclusion of any offers in SELLER's Marathon ARCO Rewards loyalty program, or (xii) BUYER's or its Operators' violation of any law in connection with their use of the Marathon ARCO Rewards loyalty program websites and applications. To the extent that BUYER may be immune from any liability under or by virtue of any applicable industrial insurance or workers' compensation statute, BUYER agrees to waive such immunity to the extent such immunity would otherwise extend to its defense and indemnification obligations under this Agreement. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

#### 4.4 Notice of Claim and Limitations on BUYER's Claims.

BUYER shall notify SELLER in writing of the exact nature of any nonconformity in the type, quantity, quality, or price of any Products delivered to or purchased by BUYER under this Agreement within thirty (30) calendar days after taking delivery of the Products. BUYER hereby waives any claim based on any such nonconformity, including any product defect, of which BUYER does not so notify SELLER. Should BUYER claim that any Product sold was in any way defective, BUYER shall promptly furnish samples of the Product claimed to be defective, but SELLER shall have the right to take its own samples, and BUYER shall preserve an adequate quantity of the Product for a reasonable period of time to allow SELLER to take such samples. In any event, SELLER shall not be liable for any claim in excess of the purchase price of the Product or for any special, indirect, incidental, or consequential damages of any kind, whether based in contract, tort (including negligence or strict liability), warranty or otherwise. Every notice of claim shall set forth fully the facts on which the claim is based.

#### 4.5 Insurance.

Without limiting in any way BUYER's obligations and liabilities under this Agreement, BUYER shall procure and maintain at its expense, for the duration of the Term, the following insurance policies:

(a) Worker's Compensation and Employer's Liability covering the employees of BUYER for all compensation and other benefits required of BUYER by the Worker's Compensation law or other statutory insurance laws in the state having jurisdiction over such employees and the location of their employment with BUYER. Employer's Liability Insurance shall have limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence. The Workers' Compensation and Employer's Liability policies shall provide that all rights of subrogation against SELLER and its affiliates are waived when permitted by law.

(b) General Liability Insurance, including contractual liability, XCU (explosion, collapse and underground) hazards, premises and completed operations, and products liability, to cover liability for bodily injury and property damage, with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence.

(c) Insurance for BUYER's garagekeeper's legal liability for property under BUYER's care, custody and control, where BUYER operates repair or lubrication bays at Branded Outlets, including coverage for fire, theft, or collision of automobiles, and including vandalism and malicious mischief with

such insurance having limits of not less than One Hundred Thousand Dollars (\$100,000); and

(d) Automobile Liability Insurance covering bodily injury including death, and property damage for the operation of owned, hired, or otherwise operated non-owned automotive equipment used in performance of the business of BUYER, with a single limit of not less than One Million Dollars (\$1,000,000).

BUYER's insurance under Sections 4.5(b), (c), and (d) shall be endorsed to include SELLER as an additional insured with respect to liability arising out of BUYER's operations or any premises owned or leased by BUYER. BUYER shall furnish SELLER with certificates of insurance which document that all coverages and endorsements required by this Section 4.5 have been obtained. Renewal certificates shall be obtained by BUYER as and when necessary, and copies thereof shall be forwarded to SELLER as soon as same are available and in any event prior to the expiration of the policy so renewed. These certificates shall provide that the insurer shall give thirty (30) days written notice to SELLER prior to change or cancellation of any policy. In no event shall SELLER's acceptance of an insurance certificate that does not comply with this Section 4.5 constitute a waiver of any requirement of this Section 4.5.

## 5. USING, PROTECTING THE MARKS

### 5.1 Grant of License.

(a) Upon and subject to the terms and conditions of this Agreement, SELLER grants to BUYER the non-exclusive and limited right to use the Marks in connection with the advertising, distribution, and resale of Products at the Branded Outlets owned, operated or supplied by BUYER, while this Agreement remains in effect. BUYER will use the Marks in strict accordance with this Agreement.

(b) Upon and subject to the terms and conditions of this Agreement generally and, specifically, the following, SELLER consents to BUYER's grant of use of the Marks to Operators for use, in strict accordance with this Agreement, in connection with the advertising and resale of Products at Branded Outlets operated by Operators, while this Agreement remains in effect:

(1) BUYER represents that each Operator as of the date of this Agreement has been identified and disclosed to SELLER. BUYER agrees to disclose to SELLER, and obtain SELLER's prior approval of, any other party to whom BUYER desires to sublicense the Marks during the Term.

(2) SELLER has the right, and not the obligation, to approve the grant of use of the Marks to any Operator. SELLER will not unreasonably withhold its approval, but BUYER agrees that in making its decision to approve an Operator, SELLER may consider all factors relevant to the protection of SELLER's rights to, and preservation of the brand value of, the Marks including, but not limited to:

(i) the location, appearance, operations, volumes, canopies, dispensers, payment card readers and other improvements, facilities or equipment of any retail location(s) that will become Branded Outlets;

(ii) the then-current image and identification standards for the Brand proposed for the location;

(iii) SELLER's marketing strategies and development plans; and

(iv) Geographic density.

BUYER agrees not to enter into any agreement, relationship or arrangement for the supply of Products to, or the use of the Marks by, any third party until SELLER has approved the third party as an Operator.

(c) SELLER's approval notwithstanding, Exhibit B shall not list, add, or be amended with respect to add any Branded Outlet of any Operator unless BUYER shall have delivered to the Operator copies of SELLER's then-current Retail Payments Guide, the then-current image and identification standards for the Brand proposed for the location, and SELLER's then-current appearance and customer service objectives and expectations for Branded Outlets. BUYER may deliver the above-referenced information to Operator by referring Operator to an appropriate web site where the above-referenced information has been posted by SELLER.

## 5.2 Rights and Benefits Derivative.

BUYER acknowledges that all of its rights to display, use and sublicense the Marks are derived from this Agreement, and that BUYER's use and the use by Operators of the Marks shall inure fully to the benefit of SELLER. BUYER acknowledges that the Marks are a valuable and important property right of SELLER and BUYER agrees to refrain, and to cause the Operators to refrain from any action to infringe upon or dilute SELLER's rights to the Marks.

## 5.3 Limitations on Scope of License.

No right to use any variant of the Marks is granted under this Agreement. Neither BUYER nor any Operator shall use any of the Marks as part of a company name, or the name of any subsidiary now existing or acquired later. Neither BUYER nor any Operator shall use any of the Marks in connection with any advertisement or other display that, in SELLER's sole judgment, is likely to cause confusion as to the ownership of the Marks or reflects unfavorably upon SELLER's reputation, business, or any of their Brands. **SELLER has the exclusive right to determine which Marks will be available to each Branded Outlet, and the manner in which the Marks will be used or displayed at each Branded Outlet.**

## 5.4 Image and Identification Standards.

While this Agreement remains in effect, BUYER agrees to:

(a) use, and to cause the Operators to use, the Marks in strict compliance with this Agreement and the image and identification standards established from time to time by SELLER for the Marks. BUYER acknowledges that BUYER has received, read, and understands SELLER's image and identification standards for the Marks, as published via SELLER's web portals for branded jobbers, which is currently located at: [www.myMPCcommunity.com](http://www.myMPCcommunity.com). SELLER reserves the right to change, from time to time, all or part of its image and identification standards, effective ten (10) days after written notice of the changes is given to BUYER.

(b) cause the Branded Outlets and the Operators to store only Products in Branded Outlet storage tanks and receptacles, dispense only Products from Branded Outlet dispensers, refrain from the dilution, adulteration, mixture or blending of Products with any other product or substance, whether supplied by SELLER or another party, and otherwise to refrain from the commingling of Products with other petroleum products, whether branded or unbranded, including but not limited to SELLER's unbranded petroleum products.

**The Parties agree that only the Brand of Products identified in Exhibit B as approved for sale at each Branded Outlet may be sold to the public at Branded Outlets, unless required by law or by written approval of SELLER. The Parties further agree that the adulteration of Products, the misbranding as Products of petroleum products from a source other than SELLER, the sale of a Brand of Product other**

than the Brand approved for sale at the Branded Outlet as set forth on Exhibit B, or the misbranding of unbranded gasoline as Products at any Branded Outlet, constitutes grounds for termination or non-renewal of this Agreement under the PMPA. If gasoline or diesel products other than the Products are allowed to be sold at a Branded Outlet, all such products must (i) be clearly identified to SELLER's sole satisfaction as NOT being SELLER branded Products and, (ii) unless otherwise allowed by law, be sold out of dispensers not located under a branded canopy.

(c) notify SELLER and take immediate corrective action upon discovery of any Product commingling, adulteration, dilution, mixing, blending, or misbranding, regardless of source, and regardless of whether discovered by BUYER, SELLER or an Operator.

#### 5.5 BUYER Property and Websites.

(a) BUYER may use the Marks, in strict compliance with this Agreement and the identification standards established from time to time by SELLER for the Marks, in conjunction with BUYER's websites, business forms, advertising materials, vehicles and other property related to the advertising, distribution or sale of Products, provided BUYER is clearly identified as a "jobber" or otherwise as a distributor of Products in connection with such use. SELLER has the right to approve any such use of the Marks in advance and revoke its approval at any time and for any reason.

(b) In connection with transporting and delivering Products to Branded Outlets, BUYER may use a transport, delivery vehicle or tankwagon which does not carry the Marks; provided that, other than the trademark, trade name, logotype, or other identification of BUYER, such vehicle shall not bear the trademark, trade name or other identification of any other gasoline or related products refiner, marketer or distributor.

(c) Site Approval and Marks Revocation; De-Branding. SELLER will have the right to revoke its prior approval identifying Branded Outlet if the site no longer conforms to or fails to conform to: the terms or conditions of this Agreement and related agreements; SELLER's then current image programs or standards (both operational and visual), as amended from time to time. BUYER agrees that its right to use the Marks under this Agreement will be subject to SELLER's then-current retail marketing strategies and development plans, as amended from time to time. SELLER may, but is not obligated to, give conditional approval to display the Marks before all standards are implemented at a Branded Outlet. In such event, SELLER will have the right to revoke its prior approval or any conditional approval identifying a Branded Outlet if after six months from such conditional approval, the site is not fully identified with approved Marks or sites are not equipped with required equipment. If SELLER revokes its approval to use the Marks at any Branded Outlet, BUYER will immediately cease using or displaying, or cause its Operator to cease using or displaying the Marks at that location, including obliterating the Marks such that a reasonable consumer would not be misled as to the identity, brand and origination of the products being sold at such location. BUYER agrees to bear the full costs associated with causing its Operators to cease using or displaying the Marks, and to fully reimburse SELLER in the event that SELLER incurs costs and expenses, including attorneys' fees, in association with causing BUYER and BUYER's Operators to cease using or displaying the Marks. SELLER will also have the right, at any time and for any reason, to revoke its prior approval to use certain or all of its Marks at certain or all Branded Outlets (or at certain locations at an approved Branded Outlet) and, where applicable and in its sole discretion, to substitute any other Marks in their place.

#### 5.6 Signs.

(a) SELLER may, but is not obligated to, provide to BUYER and the Operators, for use on buildings, dispensers, canopies, valance skirts, and other equipment at Branded Outlets, such Brand Signage and related items bearing the Marks as SELLER deems necessary, and on such terms and conditions as SELLER may establish from time to time. BUYER will locate and display all Brand

Signage at the Branded Outlets in compliance with SELLER's image and identification standards for branded retail outlets then in effect and as amended from time to time.

(b) Unless otherwise agreed in writing by SELLER and BUYER, any Brand Signage provided by SELLER to BUYER or an Operator at any time shall be and shall remain the property of BUYER. BUYER shall not relocate any Brand Signage furnished by SELLER from one Branded Outlet to another, or to any other retail location, without SELLER's prior written consent.

(c) BUYER shall be responsible for all of the costs and expenses of maintenance and operation of all Brand Signage. BUYER agrees to keep, and to cause each Operator to keep, all Brand Signage in good repair and condition at all times.

(d) Prior to the sale, lease or other disposition of a Branded Outlet upon which Brand Signage owned by SELLER (if any) is located, BUYER will, or will cause the Operator of the Branded Outlet to inform the other party to such transaction of SELLER's ownership thereof.

#### 5.7 Use of Confidential Information.

SELLER may make available to BUYER certain Confidential Information. BUYER shall not use the Confidential Information for any purpose other than the performance of BUYER's obligations under this Agreement. BUYER agrees that it shall return all Confidential Information to SELLER after termination of this Agreement, and agrees further that during the Term, BUYER shall not disclose or provide any Confidential Information to third parties and shall take precautions to guard against the inappropriate disclosure of Confidential Information to third parties by BUYER's officers, directors, employees, agents, and representatives.

#### 5.8 Change of Brand.

In addition to the provisions of Section 5.4 concerning Image and Identification Standards, SELLER has the right, on One Hundred Eighty (180) days prior written notice, to change the Brand set forth in Exhibit B for any Branded Outlet supplied by BUYER under this Agreement. If a rebranding of a Branded Location is required under this Section 5.8, SELLER and BUYER will negotiate and agree to the terms of an incentive program applicable to such rebrand.

#### 5.9 Nonexclusive Distributor.

BUYER is a nonexclusive distributor of the Products specified in this Agreement. BUYER's right to sell any Product and BUYER's right under this Agreement to use or further grant the use of the Marks is not exclusive and BUYER has no exclusive territory. SELLER specifically reserves, without limitation, the unqualified right to sell and distribute the Products and other branded products and to directly compete with BUYER and Branded Outlets and to establish, either directly or through other jobbers, wholesalers and distributors, gasoline outlets and facilities, whether using the Marks, other brands or no brand.

#### 5.10 Independent Business Relationship.

This Agreement does not establish a partnership, joint venture, or fiduciary relationship between the Parties. BUYER is, and at all times shall remain, an independent contractor, and shall not make any representations or take any action which might establish any actual or apparent agency, joint venture, partnership, or employment relationship with SELLER, and SELLER shall not be obligated in any manner by any agreements, warranties, or representations made by BUYER to third parties. Nothing in this Agreement shall be construed as reserving to SELLER any right to exercise any control over, or to direct in any respect the conduct or management of BUYER's or its Operators' businesses or operations related to this Agreement.

## 6. PRESERVING BRAND VALUE

### 6.1 Appearance and Customer Satisfaction.

BUYER acknowledges that the appearance of and customer experience at every Branded Outlet reflects on the good will value of SELLER and the Brands to every customer, and are essential to the reputation of the Marks, Brands and Products. BUYER accordingly agrees, and agrees to cause the Operators, while this Agreement remains in effect, to comply with all of the following, as well as those requirements set forth for each specific Brand which can be found at: [www.myMPCcommunity.com](http://www.myMPCcommunity.com).

(a) fulfill, at each Branded Outlet, the appearance and customer service objectives and expectations established from time to time by SELLER for its branded outlets, including those set forth in Section 6.2, below;

(b) refrain from use, and from allowing the use, of any Branded Outlet for sale, use, storage, rent, display, or offering of:

(1) illegal gambling, illegal gaming, or any gaming that, in SELLER's sole judgment, may constitute an unlawful activity, regardless of whether such sale, use, storage, rent, display or offering is lawful, including without limitation, such activities at a facility that may be confused by the consuming public as associated with the Branded Outlet;

(2) scheduled or controlled substances, illegal drugs and any item that, in SELLER's sole judgment, would have the potential to negatively impact its brand reputation or is analogous to a scheduled or controlled substance, regardless of its labeling and regardless of whether its sale, use or distribution is lawful, including but not limited to, substances known or marketed as synthetic drugs, "spice", "herbal incense", "K2", "bath salts" or the like; and

(c) refrain from charging unlawful prices for Products sold during a declared or undeclared crisis or emergency; and

(d) train employees and establish and enforce reasonable controls, procedures and safeguards for the detection and prevention at the Branded Outlets of:

(1) skimming, identity theft, and other forms of fraud involving the use of Transaction Cards; and

(2) the sale of tobacco or alcohol content products, and any other age-restricted products, to underage customers.

For the avoidance of doubt, the appearance and customer service objectives and expectations of SELLER in effect on the date of this Agreement are represented by the requirements of this Agreement and by "mystery shop" assessments conducted pursuant to SELLER's then-existing guidelines, including as set forth in the then-current "Customer First Improvement Program" or any similar program then in effect for each Brand. SELLER reserves the right to change, from time to time during the Term, the appearance and customer service objectives and expectations, to change the terms and conditions of, and manner of implementing the "Customer First Improvement Program" guide or any similar guide (as well as all "mystery shop" assessments), to discontinue the "Customer First Improvement Program", and to institute other programs and assessment methods in furtherance of SELLER's appearance and customer service objectives and expectations, provided that such changes shall be applicable to all members of SELLER's branded jobber class of trade.

## 6.2 Operation of Branded Outlets.

BUYER shall at all times operate, or cause the Operators to operate, each Branded Outlet in accordance with the standards of operation and appearance which SELLER may from time to time specify to protect SELLER's goodwill and the value of the Marks and Brands, which can be found at: [www.myMPCcommunity.com](http://www.myMPCcommunity.com). In the absence of any other written specification or standard to the contrary which may be issued by SELLER, BUYER shall at all times operate, or cause the Operators to operate, each Branded Outlet in accordance with at least the following standards of operation and appearance, but the means and manner of performance shall be within the sole discretion of BUYER or its Operators. See [www.myMPCcommunity.com](http://www.myMPCcommunity.com) for a complete list of Brand-specific standards.

(a) Merchandising. Branded Outlets shall not display or offer merchandise or paraphernalia, which SELLER, in its sole discretion, deems morally offensive or distasteful to the general public.

(b) Service Work. All service work, if any, shall be done in such a manner as not to disparage the Marks or the goodwill of the Brand or Marks.

(c) Customer Complaints. BUYER or its Operator shall conduct the operations of the Branded Outlet in a professional and business-like manner in order to avoid customer complaints. BUYER and the Operator shall, within ten (10) days, courteously respond to any customer complaints received.

(d) Maintenance - Housekeeping. Branded Outlets and equipment (including adjacent sidewalks and driveways, easements and all landscaped areas) shall be maintained in good condition and repair.

(e) Lighting. Sufficient lighting and illuminated signs to provide full visibility of the Branded Outlet, including enclosed areas, at all times while open for operation shall be used.

(f) Signs. In no event shall signs, posters and other obstructions be placed in a position which would block any view of the Marks.

(g) Image. Branded Outlets shall be maintained in compliance with the trademark and trade dress requirements provided by SELLER, and which SELLER may change from time to time. Within one hundred eighty (180) days after execution of this Agreement, BUYER agrees that all Branded Outlets shall have at BUYER's expense, completed all renovations, improvements, or upgrades necessary to conform to and comply with the then current trademark and trade dress standards and specifications provided by SELLER.

(h) Reputation; Publicity. BUYER and its Operators must at all times operate Branded Outlets in a manner that promotes the favorable reputation of SELLER, the Marks, the Products and the Brands. If, in SELLER's sole judgment, a Branded Outlet gains a negative reputation or generates negative publicity in the general or social media for reasons including, but not limited to, excessive instances of customer fraud, multiple instances of skimmers discovered on dispensers, loitering, crimes against persons or property, unsafe conditions, discrimination and other situations likely to impact the reputation and goodwill of SELLER, SELLER reserves the right to require the de-branding of such Branded Outlet in accordance with Section 7 of this Agreement.

## 6.3 Assessments.

BUYER acknowledges that BUYER has received, read and understands, and will ensure that each Operator has received, read and understands SELLER's "Customer First Improvement Program" guide, as such guide may be amended from time to time, or the analogous guide associated with Brands being

offered to BUYER (each an “Assessment Guide”). If a “mystery shop” or other assessment of a Branded Outlet indicates that SELLER’s appearance and customer service objectives and expectations are not being fulfilled at a Branded Outlet, BUYER agrees to promptly take, or to cause the Operator of the Branded Outlet to take, any corrective measures recommended by SELLER and reasonably related to the improvement of customer service at, or the appearance of, the Branded Outlet. BUYER agrees that the failure of any Branded Outlet to achieve a satisfactory score on “mystery shop” or other assessments of the Branded Outlet due to causes reasonably related to the improvement of appearance or customer satisfaction at the Branded Outlet, as described further in the applicable Assessment Guide, is a failure to fulfill SELLER’s appearance and customer service objectives and expectations for the Brand. SELLER reserves the right to charge BUYER for all or a portion of the cost incurred in conducting any “mystery shop” or other assessments, including the cost of follow-up compliance assessments to evaluate cure actions, at the Branded Outlets, as set forth in the Assessment Guides.

#### 6.4 Care and Handling of Products; Product Quality Assurance.

BUYER acknowledges that the quality of the Products at every one of the Branded Outlets reflects on the goodwill value of the Brands, and are essential to the reputation of SELLER, the Marks, the Products and the Brands. BUYER accordingly agrees, and shall cause each Operator, to:

(a) establish, for the Branded Outlets, procedures for the routine inspection and sampling of above ground and underground storage tanks (including, but not limited, to fill caps and gaskets) and dispenser filters, to detect the presence of excessive water or sediment levels, microbiological growth, equipment damage, or other potential causes of Product contamination;

(b) take immediate corrective action upon discovery of any defective Products at a Branded Outlet, regardless of cause, and regardless of whether discovered by BUYER, SELLER, or an Operator, and discontinue the sale of defective Products immediately upon discovery;

(c) refrain from the sale of Products which do not comply with applicable Reid Vapor Pressure, oxygenated gasoline, low-sulfur diesel, and reformulated gasoline standards;

(d) comply with all applicable laws, regulations and ordinances (1) relating to the storage, transportation, dispensing, and sale of the Products; or (2) otherwise relevant to the operation of motor fuel retail outlets;

(e) keep all dispensers, dispenser filters, pumps, nozzles, tanks (including but not limited to fill caps and gaskets), hoses, Stage II Vapor Recovery equipment (where applicable) and other equipment designed and intended for the storage, dispensing, and sale of the Products clean and in good working condition at all times;

(f) periodically train BUYER employees and Operator employees in handling, sampling, and oversight for “Reid Vapor Pressure”, oxygenated gasoline, low-sulfur diesel, and reformulated gasoline standards compliance; and

(g) to take, or to cause the Operator of a Branded Outlet to take, any corrective measures recommended by SELLER and reasonably related to the cure of non-compliance with product quality assurance expectations at the Branded Outlet.

The product quality assurance expectations of SELLER in effect on the date of this Agreement are represented by the requirements of this Agreement and by SELLER’s “Product Quality Assurance Program” guide, as may be amended from time to time. From time to time during the Term, SELLER reserves the right to change its product quality assurance expectations, to change the terms and conditions of, and manner of implementing the “Product Quality Assurance Program” (including, but not

limited to, reviews of the Branded Outlets conducted in connection with such product quality assurance expectations), to discontinue the “Product Quality Assurance Program”, and to institute other programs and review methods in furtherance of SELLER’s product quality assurance expectations.

## 6.5 Transaction Cards.

(a) If SELLER elects to issue its own or accept specified third party credit cards, debit cards, fleet cards, credit identifications, or other transaction authorization cards, including electronic or mobile, virtual or biometric payment methods in the marketing area in which Branded Outlets are located, BUYER shall honor, and shall cause the Operators to honor, all such Transaction Cards at all Branded Outlets, and account for all such transactions, in strict compliance with the provisions of this Agreement, the issuers of any such Transaction Cards and any Transaction Card procedures and requirements furnished to BUYER included in the then current guidance provided or made available to BUYER for use of BUYER and the Operators and pertaining to the specific Brand authorized by SELLER for use at each Branded Outlet, as amended from time to time (“Retail Payments Guide”). BUYER acknowledges and agrees that there may be one Retail Payments Guide applicable to Branded Outlets operated under the MARATHON® Brand, and a separate Retail Payments Guide applicable to Branded Outlets operated under the ARCO® Brand, and a separate Retail Payments Guide applicable to Branded Outlets operated under the TESORO® Brand. SELLER shall accept from BUYER all authorized invoices or transactions based on Transaction Cards, and, at SELLER’s option, shall pay the amount of the invoice or transaction to BUYER by check, credit the amount to BUYER’s bank account electronically or set off the amount against BUYER’s account, in each case after deducting any service charge to BUYER in effect under the then current Retail Payments Guide. For each invoice or transaction or portion thereof which is not authorized, which is for any reason disputed by the customer, or which is otherwise subject to chargeback by the issuer or under the Retail Payments Guide, SELLER may either charge the invoice or amount to BUYER’s account or require BUYER to make immediate refund of the invoice amount, including refund by draft or EFT or other electronic or digital means initiated by SELLER without deduction for any service charge previously earned thereon by SELLER. SELLER may at its option and without limitation of any other rights or remedies available to it under the Agreement or otherwise, limit or cancel the right of BUYER or any Operator to participate in the program for Transaction Cards. BUYER (i) acknowledges that the Retail Payments Guide and any revision thereof have been made available to BUYER, and (ii) shall comply with SELLER’s procedures as set forth in the Retail Payments Guide and in any future revision thereof. SELLER may also, without limitation of any other rights or remedies available to it under this Agreement or otherwise, charge and collect from BUYER any and all fines or fees referenced in the Retail Payments Guide. BUYER shall be responsible for and shall not be paid for any chargebacks, regardless of fault. BUYER shall be responsible for compliance and shall ensure compliance at all Branded Outlets with all applicable Payment Card Industry Data Security Standards (“PCI DSS”) and any other applicable laws, rules and regulations pertaining to any Transaction Card and credit card security, as further set forth in the Retail Payments Guide.

(b) Point of Sale Equipment and Software. SELLER may issue, amend, or otherwise modify certain policies or requirements pertaining to BUYER’s and the Operators’ acceptance of Transaction Cards or payment methods. BUYER agrees to comply with such policies or requirements as may be issued or modified. Without limitation, such policies or requirements may require BUYER to purchase, lease and install at all Branded Outlets approved electronic point-of sale equipment, hardware, and software, and to comply with all rules or requirements that may be issued by an approved third-party processor. SELLER may sell, loan, or license to BUYER and the Operators certain POS software or hardware, and, in such event, BUYER acknowledges, and shall cause the Operators to acknowledge, that BUYER and the Operators shall have no right, title or ownership interest in any such POS software or hardware, that such software and hardware is proprietary, and that BUYER and the Operators shall not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for such POS software or hardware, or in any way alter its intended functionality. BUYER agrees to pay additional costs or fees associated with the purchase, loan, operation of the POS equipment or software

by BUYER or Operators, including but not limited to, the price of the equipment, costs associated with satellite connections, telecommunications charges, and installation and upgrading of POS equipment or software. BUYER shall be responsible for repair and maintenance of such equipment and software. SELLER may provide managed network services at BUYER's expense. BUYER shall ensure access to all Branded Outlets for such services.

(c) BUYER acknowledges that (1) BUYER has received, read and understands the Retail Payments Guide(s) in effect on the date of this Agreement; and (2) current versions of the Retail Payments Guides are accessible in electronic form via SELLER's Marketing portal (the my MPC community portal) or another such portal as may be developed from time to time. SELLER reserves the right to revise or consolidate the Retail Payments Guides from time to time.

(d) BUYER will ensure that each of BUYER's Operators receives, reads and understands these rules, regulations, requirements and procedures for accepting and processing Transaction Card receipts in effect from time to time and set forth in the applicable Retail Payments Guides.

**(e) BUYER WILL USE, AND WILL ENSURE THAT EACH OPERATOR USES:**

**(1) POINT OF SALE EQUIPMENT AND ASSOCIATED SOFTWARE THAT HAVE BEEN CERTIFIED BY SELLER FOR ELECTRONICALLY SUBMITTING RECEIPTS FOR TRANSACTION CARD SALES TRANSACTIONS TO SELLER'S PROPRIETARY PAYMENT CARD SYSTEM; AND,**

**(2) SELLER'S PROPRIETARY PAYMENT CARD SYSTEM FOR THE PROCESSING RECEIPTS FOR ALL TRANSACTION CARD TRANSACTIONS AT ALL BRANDED OUTLETS.**

SELLER may from time to time provide software updates for use with certified point of sale equipment. BUYER will install, and ensure that each Operator installs, such updates in a timely manner.

(f) BUYER acknowledges and agrees that fraud resulting from theft, copying, skimming or other compromise of the security and privacy of electronic information contained in Transaction Cards processed at any of the Branded Outlets reflect negatively on SELLER, the Marks, the Brands and the reputation of the Products, such that prevention thereof is reasonable and of material significance to the relationship between the Parties.

(g) BUYER agrees that SELLER shall have the right, but not the obligation, to withhold amounts due under this Agreement to BUYER and its Operators for Transaction Card receipts and apply such amounts toward the payment of any indebtedness owed by BUYER to SELLER or its subsidiaries.

(h) BUYER agrees to accept any and all gift cards offered by SELLER from time to time, regardless of the Brand displayed on such gift cards and regardless of whether such gift card is formatted as plastic, paper, electronic, virtual, biometric or otherwise.

(i) BUYER agrees to notify SELLER within twenty-four (24) hours of discovering any security compromise impacting Transaction Card Data as set forth in the Retail Payments Guide.

## **7. TERMINATION, NONRENEWAL, REVOCATION OF APPROVAL**

### **7.1 Termination/Revocation of Approval.**

(a) BUYER's use of the Marks in connection with the sale of Products from or supply of Products to Branded Outlets is subject to and governed by the PMPA. Nothing in this Agreement should be interpreted to limit in any way the right of SELLER to terminate or non-renew its relationship with

BUYER for any reason authorized by the PMPA. SELLER's right to terminate or non-renew its relationship with BUYER under the PMPA shall be in addition to any and all other rights and remedies otherwise available to it under this Agreement or otherwise.

(b) SELLER has the right to revoke its approval of the use of the Marks and Brand Signage at any Branded Outlet that is not in compliance with (i) the terms and conditions of this Agreement relating to the use of the Marks and Brand Signage, (ii) SELLER's then current image and identification standards, or (iii) then-current appearance and customer service objectives and expectations.

(c) Revocation of SELLER approval of any Branded Outlet does not constitute a waiver, abandonment, or modification of SELLER's rights under any restrictive deed covenant associated with such Branded Outlet, nor does it constitute a termination or nonrenewal of this Agreement or the relationship between SELLER and BUYER.

(d) SELLER has the right to revoke its approval of the use of the Marks by any Operator determined by SELLER at any time during the Term as: (i) being identified on, or as having a shareholder, member, owner or group of owners of a controlling interest, director, officer, employee, agent, representative, or contractor identified on, the SDN List, or on any other such list maintained by the U.S. Government from time to time, or (ii) having terminated its contractual relationship with BUYER for the supply of Products.

(e) Abandonment; Temporary Closure. If a Branded Outlet is abandoned, not operated, ceases processing Transaction Cards on the SELLER proprietary payment card system, or is no longer supplied by BUYER, or if a sufficient amount of all applicable grades of Products are not continuously offered for sale at a Branded Outlet for seven (7) consecutive days, or such lesser period which under the facts and circumstances constitutes an unreasonable period of time, BUYER must notify SELLER, immediately de-identify the Branded Outlet, and then notify SELLER of the de-identification. If BUYER indicates that it would like to place such a Branded Outlet on "Temporary Closed" status to bring the Branded Outlet back into compliance with this Agreement, SELLER, in its sole discretion, may grant BUYER up to one hundred eighty (180) days to do so. In no event will this period last longer than one hundred and eighty (180) days. In the event a Branded Outlet goes on "Temporary Closed" status, BUYER will cover the Marks displayed at the Branded Outlet in such a way as to indicate that the location is not currently offering Products. In addition, BUYER will ensure that a Temporary Closed location is maintained in a neat and clean manner, and will prohibit the storage of motor vehicles, the accumulation of rubbish, the establishment of temporary human living encampments and all other conditions not found at an operational Branded Outlet.

(f) Unless otherwise agreed by the Parties, no termination of this Agreement or nonrenewal of the relationship between them, by mutual agreement or otherwise, shall release the obligations of the Parties under any Improvement Agreement, Master Agreement, Conversion Agreement, Branding Agreement, Rollover Agreement, Wholesaler Assistance Agreement or similar incentive agreement between the Parties, however denominated, and whenever executed.

(g) BUYER hereby acknowledges that (" ") is a stockholder, member, partner, owner, or key employee of BUYER and that the active continuing involvement of in the business affairs of BUYER is essential to the success of BUYER and the performance of BUYER's obligations under this Agreement. Accordingly, the parties agree that SELLER shall have the right, upon ninety (90) days' prior written notice to BUYER, to terminate or non-renew this Agreement in the event that any of the following events shall occur: (i) dies or becomes incapacitated; (ii) leaves the employ of BUYER or otherwise terminates his or her relationship with BUYER; (iii) divests his or her stock, membership, partnership, or ownership interest in BUYER; or (iv) the death or incapacity of any other member, partner or owner of BUYER, excluding, if BUYER is a corporation, the death or incapacity of the beneficial owner(s) of less than a majority of BUYER's voting stock. BUYER and SELLER agree that the

occurrence of any one of such events is an event relevant to and is a ground for termination or non-renewal of the relationship between SELLER and BUYER. If any of the foregoing events should occur, BUYER shall promptly provide SELLER with written notice thereof.

## 7.2 BUYER's Debranding Obligations.

Upon termination of this Agreement or nonrenewal of the relationship between SELLER and BUYER, or in the event of the revocation of SELLER's approval of the use of the Marks at any Branded Outlet or by any Operator, BUYER will, or will cause the Operator to, as applicable, immediately comply with SELLER's debranding guidance, including but not limited to taking the following actions:

(a) cease the use and display of the Marks and Brand Signage at any Branded Outlet that is subject to such termination, nonrenewal or revocation;

(b) remove, obliterate, or permanently paint over (in color(s) which shall not be confused with SELLER's colors) all Brand Signage and other items, at any such Branded Outlet, bearing any of the Marks, whether used on buildings, dispensers, canopies, valance skirts, equipment, tanks, trucks, automobiles, websites or stationery and other business documents);

(c) at BUYER's expense, destroy all Brand Signage and certify to SELLER, in writing, that BUYER has complied with such requirement; and

(d) discontinue use of SELLER's proprietary payment card system and, with respect to Transaction Card processing, comply with the debranding guidelines set forth in the Retail Payments Guide as amended from time to time.

## 7.3 SELLER's Debranding Remedies.

If, upon termination of this Agreement or nonrenewal of the relationship between SELLER and BUYER, or in the event of the revocation of SELLER's approval of the use of the Marks and Brand Signage at any Branded Outlet or by any Operator, BUYER or such Operator shall fail or refuse to comply with the requirements set forth in Section 7.2, BUYER agrees that SELLER may take such action as may be reasonably necessary to terminate use and infringement of the Marks and to obtain possession of its Brand Signage and other property including, but not limited to, the right to enter upon Branded Outlet premises and remove or obliterate all or any part of the Brand Signage and Marks, which actions shall be at BUYER's cost and expense, including payment of attorneys' fees and other legal costs incurred in taking such action.

## 8. ASSIGNMENT

### 8.1 Assignment by BUYER.

This Agreement is personal to BUYER and BUYER shall not, subject to any valid requirements of any applicable statute, assign any rights or delegate any duties that BUYER may have under this Agreement, either voluntarily, involuntarily or by operation of law, or otherwise, without the prior written consent of SELLER. BUYER shall advise SELLER in writing of any proposed assignment and shall provide SELLER such information and documentation relating to the proposed assignment and assignee as SELLER may reasonably require, including a fully completed BUYER Application in SELLER's then-current form, together with all financial statements and other attachments designated in such application. BUYER agrees and acknowledges that any attempted or purported assignment or transfer of this Agreement without SELLER's knowledge or SELLER's prior written consent shall be of no effect as to SELLER and may result in the termination of this Agreement and the non-renewal of any franchise relationship.

## 8.2 Change in Control of BUYER.

This Section 8.2 applies if BUYER is a corporation, limited liability company, or partnership. Any sale, conveyance, alienation, transfer or other change of interest in or title to or beneficial ownership of any voting stock of BUYER (or securities convertible into voting stock of BUYER) or other voting, profit, capital or partnership interest of BUYER, which results in a change in the control of BUYER, whether voluntarily or by operation of law, merger or other corporate proceedings, or otherwise, shall be construed as an assignment of BUYER's rights under this agreement. A change in the control of BUYER shall be deemed to occur whenever a party gains the ability to influence the business and affairs of BUYER directly or indirectly. A party who owns 25 percent or more of the voting stock of BUYER (or securities convertible into such voting stock) or other voting, profit, capital or partnership interest of BUYER, shall be deemed to have such ability. In the case of a limited partnership, a party who owns 25 percent or more of the general partner interest in the limited partnership shall also be deemed to have such ability.

Thus, for example, any of the following would constitute an assignment of BUYER's rights under this agreement and require SELLER's prior written consent:

- (a) If BUYER is a corporation:
  - (1) Transfer of 25 percent or more of the voting stock of BUYER.
  - (2) Transfer of a lesser percentage of such stock to an existing stockholder who thereby would own 25 percent or more of BUYER's voting stock.
  - (3) Transfer of a lesser percentage of such stock which as a practical matter results in a change in the control of BUYER.
- (b) If BUYER is a partnership:
  - (1) Transfer of 25 percent or more of the beneficial interest in BUYER.
  - (2) Transfer of 25 percent or more of the general partner interest in BUYER.
  - (3) Transfer of a lesser percentage of such interests in BUYER to an existing partner who would thereby own 25 percent or more of the total partnership or 25 percent or more of the general partner interest in BUYER.
  - (4) Transfer of a lesser percentage of such partnership interests which as a practical matter results in a change in the control of BUYER.

## 8.3 Assignment by SELLER.

SELLER shall have the right at any time to assign its rights and delegate its duties under this Agreement without BUYER's consent. In the event of any such assignment by SELLER, the prices to be paid by BUYER pursuant to this Agreement shall be such prices as may be set in good faith by the assignee. In the event of SELLER's assignment of its rights and obligations under this Agreement, BUYER agrees that SELLER shall have no further liability to BUYER after the effective date of such assignment and delegation, and all references to "SELLER" in this Agreement shall be substituted with the name of the party to whom this Agreement has been assigned. In the event of SELLER's assignment to a supplier of brands other than the Brands authorized under this Agreement, an alternate brand or brands shall be substituted in the definition of "Brand" and "Marks" in this Agreement.

## 8.4 No Release.

Any such assignment or other transfer by BUYER or SELLER shall not relieve BUYER or SELLER of their obligations under this Agreement.

## 9. MISCELLANEOUS

### 9.1 Compliance With Laws.

(a) BUYER agrees to comply, and to cause its Operators to comply, with all federal, state and municipal laws, rules, regulations, permits and court orders or decrees (“Laws”) applicable to BUYER or the subject matter of this Agreement. Without limiting the foregoing, BUYER shall comply with all requirements of federal, state and local occupational, health and safety agencies, and environmental protection agencies, concerning the receipt, storage and dispensing of petroleum products, the disposal of waste materials, and other activities at BUYER’s Branded Outlets. BUYER agrees that it will cause its Operators to comply with Laws applicable to Operator’s business at the Branded Outlets.

(b) BUYER agrees to comply with the USA Patriot Act, Homeland Security Act and Executive Order No. 13224 dated September 24, 2001, and the sanctions, regulations and executive orders administered by the U.S. Treasury Department, Office of Foreign Assets Control. In furtherance and not limitation of the foregoing, BUYER agrees to adopt such operating and administrative measures and practices as will reasonably ensure that neither BUYER nor any shareholder, member, owner or group of owners of a controlling interest in BUYER, director, officer, employee, agent, representative, contractor or Operator of BUYER is identified on the SDN List, or on any other such list maintained by the U.S. Government from time to time.

### 9.2 Notices.

Except as otherwise expressly provided in this Agreement, all notices shall be in writing and shall be deemed to have been given when delivered personally, when sent by certified mail, return receipt requested, or when sent by a national overnight courier service.

No claim or notice required by this Agreement to be given to SELLER shall be valid unless addressed or delivered as follows: Manager, Brand Marketing, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840.

No claim or notice required by this Agreement to be given to BUYER shall be valid unless addressed or delivered as follows:

{Provide Contact Information}

### 9.3 No Waiver.

No failure to exercise or election not to exercise any of a Party’s rights hereunder will constitute any waiver or modification of such rights or be deemed to be a course of performance or dealing, modifying or waiving the Parties’ rights, remedies, duties, obligations or liabilities under this Agreement or any part thereof. This Agreement shall not be reformed, altered, or modified in any way by any course of dealing during the Term of the Agreement or by any representations, warranties, or understandings, express or implied, except as expressly set forth herein or unless and to the extent subsequently be set forth in a signed written amendment or agreement by the authorized representatives of the Parties.

### 9.4 Governing Law.

This Agreement shall be governed by the laws of the State in which BUYER’s principal office is located, without giving effect to the principles of conflicts of law rules. Anything in this Agreement to the contrary notwithstanding, where the laws of the state of governing law require, the text of this Agreement is

revised in accordance with such laws, which terms shall be added to or shall pre-empt the terms of this Agreement as applicable.

9.5 Third Party Beneficiaries.

There are no third-party beneficiaries of or to this Agreement.

9.6 SELLER Mandatory Programs and Other Charges.

During the Term, SELLER may offer or introduce various marketing or other programs or services, and may update and change its current manuals including, but not limited to, the Retail Payments Guide, Mystery Shop/Customer Expectations Program, lists of prohibited items and brand image standards. BUYER understands that BUYER's participation, and the participation of the Operators, in these programs is mandatory. In such event, BUYER shall fully comply, and shall cause the Operators to fully comply, with all requirements and terms of such programs. BUYER also understands and acknowledges that BUYER's participation in such mandatory programs may require BUYER to purchase equipment, goods, or services from SELLER or third parties.

9.7 Authority.

BUYER hereby represents that as of the date hereof, BUYER has the authority to enter into this Agreement and that no consents of third parties other than those which have been obtained and are attached hereto are necessary to enable BUYER to perform its obligations hereunder. BUYER represents that as of the date of this Agreement, BUYER is in compliance with all leases, contracts, and agreements affecting the BUYER's Branded Outlet and BUYER's use and possession of the BUYER's Branded Outlet.

9.8 Further Assurances.

BUYER agrees to execute and deliver such other documents and take such other action as may be necessary to more effectively further the purposes and subject matter of this Agreement.

9.9 No Representations or Reliance.

**BUYER ACKNOWLEDGES THAT BUYER HAS ENTERED INTO THIS AGREEMENT AFTER MAKING AN INDEPENDENT INVESTIGATION OF THE BUSINESS AND OPERATIONS BEING ENTERED INTO AND NOT UPON ANY REPRESENTATION OR PROMISE AS TO PROFITS OR REVENUES WHICH BUYER MIGHT BE EXPECTED TO REALIZE, NOR HAS ANY SELLER REPRESENTATIVE OR EMPLOYEE MADE ANY OTHER REPRESENTATION OR PROMISE WHICH IS NOT EXPRESSLY SET FORTH HEREIN TO INDUCE BUYER TO ACCEPT THIS FRANCHISE OR TO EXECUTE THIS AGREEMENT.**

9.10 Survival.

BUYER's payment obligations as well as those set forth in Sections 4.3, 4.4, 5.2 and 5.7 shall survive termination of the Agreement.

9.11 Severability.

The invalidity or unenforceability of any part of the Agreement shall not affect the validity or enforceability of its remaining provisions.

9.12 Entire Agreement.

This Agreement and the exhibits attached to it embody the entire agreement between the parties as of the date hereof, and there are no oral promises or other representations or understandings inducing its execution or qualifying its terms. Any prior agreement between the parties, oral or written, pertaining to the supply of any product or the relationship of the Parties is superseded by this Agreement. No amendment, qualification, or modification of this Agreement shall be valid or binding unless made in writing and signed by both parties, except as may otherwise be provided herein.

9.13 Counterparts.

This Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument. Either Party, at its option, may supply any document required by or referenced in this Agreement in either paper or electronic form (including, but not limited to, an electronically imaged, faxed, photocopied, or online posted version), and any such version shall be sufficient for all purposes under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement in duplicate on the day and year first above written.

MARATHON PETROLEUM COMPANY LP  
By: MPC Investment LLC, its General Partner

By: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT A**

**“EXHIBIT A VOLUME” and TERMINALS**

January

February

March

April

May

June

July

August

September

October

November

December

Authorized Terminals

**EXHIBIT B**

**LISTING OF BRANDED OUTLETS AND AUTHORIZED BRANDS**

<u>Dealer Number</u>	<u>Customer Name</u>	<u>dba Name</u>	<u>Address</u>	<u>Authorized Brand</u>
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**EXHIBIT B**  
**NORTH DAKOTA RIDER**  
**TO**  
**BRANDED PRODUCT SUPPLY AND TRADEMARK LICENSE AGREEMENT**

**RIDER TO THE  
BRANDED PRODUCT SUPPLY AND TRADEMARK LICENSE AGREEMENT  
FOR USE IN NORTH DAKOTA**

**THIS RIDER TO THE BRANDED PRODUCT SUPPLY AND TRADEMARK LICENSE AGREEMENT** (“Rider”) is by and between **MARATHON PETROLEUM COMPANY LP**, a Delaware limited partnership (“Seller”), and \_\_\_\_\_, a \_\_\_\_\_ (“Buyer”).

1. **BACKGROUND.** Seller and Buyer are parties to that certain Branded Product Supply and Trademark License Agreement dated \_\_\_\_\_, 20\_\_ (the “Agreement”) that has been signed concurrently with the signing of this Rider. This Rider is annexed to and forms part of the Agreement. This Rider is being signed because (a) Buyer is a resident of North Dakota and the distribution business that Buyer will operate under the Agreement will be located or operated in North Dakota; and/or (b) any of the offering or sales activity relating to the Agreement occurred in North Dakota.

2. **WAIVER OF PUNITIVE DAMAGES.** To the extent required by the North Dakota Franchise Investment Law, the last sentence of Section 3.5 of the Agreement is deleted.

3. **LIMITATIONS ON BUYER’S CLAIMS.** The following language is added to the end of Section 4.4 of the Agreement:

“However, the statutes of limitations under North Dakota law applies with respect to claims arising under the North Dakota Franchise Investment Law.”

4. **GOVERNING LAW.** Section 9.4 of the Agreement is deleted and replaced with the following:

“9.4 Governing Law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Section 1051 et seq.), or other United States federal law and except as otherwise required by North Dakota law, this Agreement shall be governed by the laws of the State in which BUYER’s principal office is located, without giving effect to the principles of conflicts of law rules, except that any state law regulating the sale of franchises or governing the relationship of a franchisor and its franchisee will not apply unless its jurisdictional requirements are met independently without reference to this paragraph. Anything in this Agreement to the contrary notwithstanding, where the laws of the state of governing law require, the text of this Agreement is revised in accordance

with such laws, which terms shall be added to or shall pre-empt the terms of this Agreement as applicable.”

5. **ENFORCEMENT OF AGREEMENT.** The following shall be added as a new Section 9.14 to the Agreement:

“9.14 Sections of the Agreement requiring BUYER to pay all costs and expenses incurred by SELLER in enforcing this Agreement may not be enforceable under Section 51-19-09 of the North Dakota Franchise Investment Law, and are amended accordingly to the extent required by law.”

*[The remainder of this page is intentionally left blank.]*

IN WITNESS WHEREOF, the parties have executed and delivered this Rider to be effective as of the date of the Agreement.

**MARATHON PETROLEUM COMPANY LP**

By: MPC Investment LLC, its general partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUYER**

**(IF BUYER IS A CORPORATION,  
LIMITED LIABILITY COMPANY, OR  
PARTNERSHIP):**

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**(IF BUYER IS AN INDIVIDUAL AND  
NOT A LEGAL ENTITY):**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

**EXHIBIT C**

**RECEIPTS**

**RECEIPT  
(OUR COPY)**

This exemption disclosure summarizes certain provisions of the Branded Supply Agreement and other information in plain language. Read this exemption disclosure and all agreements carefully.

If Marathon Petroleum Company LP offers to appoint you a jobber, it must provide this exemption disclosure to you 7 days before you sign a binding agreement with, or make a payment to, Marathon Petroleum Company LP in connection with the proposed sale.

The franchisor is Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840. Tel: (419) 422-2121.

Marathon Petroleum Company LP's registered agent authorized to receive service of process in North Dakota is the Insurance Commissioner of the North Dakota Insurance & Securities Department, 600 East Boulevard Avenue, Dept. 401, Bismarck, North Dakota 58505.

I have received an exemption disclosure dated [REDACTED], 2026 that included the following Exhibits:

- Exhibit A - Branded Product Supply and Trademark License Agreement
- Exhibit B - North Dakota State Rider
- Exhibit C - Receipts

This receipt may be executed by digital or electronic means through the use of commercially available electronic software which results in a confirmed signature delivered electronically to Marathon Petroleum Company LP.

_____ Date	_____ Signature	_____ Printed Name
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_____ Date	_____ Signature	_____ Printed Name
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Please sign this copy of the receipt, print the date on which you received this exemption disclosure and return it either electronically as indicated above or by mail to Marketing Services, Marathon Petroleum Company LP, 539 South Main Street, Findlay, Ohio 45840.

**RECEIPT  
(YOUR COPY)**

This exemption disclosure summarizes certain provisions of the Branded Supply Agreement and other information in plain language. Read this exemption disclosure and all agreements carefully.

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\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

PLEASE SIGN THIS COPY OF THE RECEIPT, PRINT THE DATE ON WHICH YOU RECEIVED THIS EXEMPTION DISCLOSURE AND KEEP IT FOR YOUR RECORDS.