

Scout Fuel Advisors Terms and Conditions

Scout Fuel Advisors Inc., a California corporation "SCOUT", has been asked to assist "Client" in obtaining discounts and other incentives related to the purchase of over-the-road diesel fuel ("Fuel"), diesel exhaust fluid ("DEF"), and other products from various third-party vendors. As a prerequisite to the receipt of such services from SCOUT, Client agrees to the following terms and conditions (the "Terms and Conditions").

1. **Client Data Share.** Client acknowledges and agrees that in order for SCOUT to negotiate with and obtain from third party vendors Fuel and DEF discounts and other purchase incentives for Client's benefit, SCOUT may be required to share with such third parties limited data regarding Client, including Client fueling locations and gallons purchased, as well as data bearing on Client's creditworthiness. Client expressly authorizes SCOUT to share such data with third parties.
2. **Indemnity.** Client shall indemnify, defend, and hold harmless SCOUT and its directors, officers, employees and agents, from and against any and all claims, actions, proceedings, suits, demands, liabilities, and settlements, including without limitation reasonable attorneys' fees and costs, arising out of or resulting from, or alleged to result from, the acts or omissions of Client, its directors, officers, employees, agents, invitees, licensees, guests, or others.
3. **Relationship of the Parties.** Client acknowledges and agrees that nothing in these Terms and Conditions or the services provided by SCOUT shall be construed so as to constitute a relationship between Client and SCOUT as principal and agent, employer and employee, franchiser and franchisee, partners, joint ventures, co-owners, or otherwise as participants in a joint undertaking. Client shall not enter into any contract or otherwise incur any liability or obligation on behalf of SCOUT, nor shall Client transfer, release, or waive any right, title, or interest of SCOUT.
4. **Protection of Confidential Information.** Client will not, without the express written consent of SCOUT, voluntarily disclose or permit to be known any confidential or proprietary information of SCOUT (collectively, "Confidential Information") to any person, association or entity for any reason or purpose whatsoever, nor shall Client make use of any such Confidential Information for its own purposes or for the benefit of any person, firm, corporation or other entity except SCOUT or its affiliates. As used herein, the term "Confidential Information" includes any data or information, oral or written, which is known or made known to Client by SCOUT and which is not generally known within the industry, that relates to SCOUT's business activities, including trade secrets, customer lists, operational methods, pricing/cost information, business plans, research models, projections, and any

other information relating to SCOUT's services, customers, processes, and/or developments. Client specifically acknowledges that the Confidential Information derives independent economic value from not being readily known, disclosed to or ascertainable by proper means by the public, that reasonable efforts have been made by SCOUT to maintain the secrecy of such Confidential Information, and that such Confidential Information is the sole property of SCOUT. Client acknowledges and agrees that any Confidential Information received from SCOUT will be the sole and exclusive property of SCOUT and may not be used or disclosed by Client.

5. Miscellaneous. 1 DocuSign Envelope ID: 22AC5E4C-7CEF-4D7F-9890-9CA4A85D1840 DocuSign Envelope ID: D47E5EE5-DEFC-417FB8B8-08465BCC1CF6

5.1. Entire Agreement; Governing Law. These Terms and Conditions constitute the entire understanding of the parties with respect to the subject matter hereof, and supersede all prior oral or written agreements or understanding between Client and SCOUT, and shall not be amended or modified in any way except in writing. These Terms and Conditions shall be governed by and construed and enforced in accordance with the laws of the State of California without giving effect to the conflict of laws principles thereof. 5.2. Severability. If any provision of these Terms and Conditions is held invalid, the invalidity shall not affect other provisions or applications of these Terms and Conditions which can be given effect without the invalid provisions or applications and to this end the provisions of these Terms and Conditions are declared to be severable. 5.3. Successors and Assigns. These Terms and Conditions and each provision herein shall inure to the benefit of and be binding upon Client and SCOUT and their respective owners, parents, subsidiaries, successors, shareholders, officers, directors, members, assigns, attorneys, employees, employers, and representatives. 5.4. Attorneys' Fees and Costs. In the event of any litigation, arbitration or other action or proceeding arising from, in connection with or related to these Terms and Conditions or the services provided by SCOUT, the prevailing party shall be entitled to recover its reasonable attorneys' fees (and associated costs) in addition to any other relief to which it may be entitled. 5.5. Arbitration. Client agrees that all disputes, claims or controversies arising under or pursuant to these Terms and Conditions or the services provided by SCOUT will be submitted to neutral, binding arbitration by a retired judicial officer pursuant to the Comprehensive Rules and the Arbitration Administrative Policies of the Judicial Arbitration and Mediation Services (JAMS). Such arbitration shall be held in Los Angeles County, California. Client hereby agrees to give up any rights it may have to litigate any such disputes, claims or controversies in a court or jury trial; provided, however, that nothing herein shall limit the rights of either Client or SCOUT to pursue injunctive or other equitable relief in an appropriate court or other legal forum. BY SIGNING

BELOW, CLIENT ACKNOWLEDGES AND AGREES THAT IT HAS READ, UNDERSTANDS AND AGREES TO THE FOREGOING TERMS AND CONDITIONS.