



## CONFIDENTIALITY AGREEMENT

In connection with your consideration of a possible transaction with the petroleum marketing operation through the FuelExchange network, you have requested information concerning the Company. As a condition to your being furnished such information, you agree to treat any information concerning the Company (whether prepared by the Company, its advisors, or otherwise) which is furnished to you by or on behalf of the Company (herein collectively referred to as the "Evaluation Material") in accordance with the provisions of this letter and to take or abstain from taking certain other actions herein set forth. The term "Evaluation Material" does not include information which (i) is already in your possession, provided that such information is not known by you to be subject to another confidentiality agreement with or other obligation of secrecy to the Company or another party, or (ii) becomes generally available to the public other than as a result of a disclosure by you or your directors, partners, officers, employees, agents, or advisors, or (iii) becomes available to you on a non-confidential basis from a source other than the Company or its advisors, provided that such source is not known by you to be bound by a confidentiality agreement with or other obligation of secrecy to the Company or another party.

We hereby acknowledge that the Evaluation Material contains confidential and proprietary information of the Company, and you hereby agree that the Evaluation Material will be used solely for the purpose of evaluating a possible transaction between you and the Company, and that such information will be kept confidential by you and your advisors; provided, however, that (i) any of such information may be disclosed to your directors, partners, officers, employees, and representatives of your advisors who need to know such information for the purpose of evaluating any such possible transaction (it being understood that such directors, partners, officers, employees, and representatives shall be informed by you of the confidential nature of such information and shall be directed by you to treat such information confidentially), and (ii) any disclosure of such information may be made to which the Company consents in writing.

In addition, without the prior written consent of the Company, you will not, and will direct such directors, partners, officers, employees, and representatives not to, disclose to any person either the fact that discussions or negotiations are taking place concerning a possible transaction between the Company and you or any of the terms, conditions, or other facts with respect to any such possible transaction, including the status thereof.

Although the Company has endeavored to include in the Evaluation Material information known to it which it believes to be relevant for the purpose of your investigation, you understand that neither the Company nor any of its representatives or advisors have made or make any representation or warranty as to the accuracy or completeness of the Evaluation Material. You agree that neither the Company nor their representatives or advisors shall have any liability to you or any of your representatives or advisors resulting from the use of the Evaluation Material.

In the event that you do not proceed with the transaction which is the subject of this letter within a reasonable time, or in the event that you are so requested at any time by the Company, you shall promptly redeliver to the Company all written Evaluation Material and any other written material containing or reflecting any information in the Evaluation Material (whether prepared by the Company, its advisors, or otherwise) and will not retain any copies, extracts, or other reproductions in whole or in part of such written material. All documents, memoranda, notes, and other writings whatsoever prepared by you or your advisors based on the information in the Evaluation Materials shall be destroyed, and such destruction shall be certified in writing to the Company by an authorized officer supervising such destruction.

You agree that unless and until a definitive agreement between the Company and you with respect to any transaction referred to in the first paragraph of this letter has been executed and delivered, neither the company nor you will be under any legal obligation of any kind whatsoever with respect to such a transaction by virtue of this or any written or oral expression by any of its directors, officers, employees, agents, or any other representatives or its advisors or representatives thereof, except for this letter, which shall be a binding agreement between us with respect to the subject matters hereof. The agreement set forth in this paragraph may be modified or waived only by a separate writing to the Company and you expressly so modifying or waiving such agreement.

This letter shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Very truly yours,

FuelExchange, LLC

Confirmed and Agreed to:

By [printed name]: \_\_\_\_\_ [signature]: \_\_\_\_\_

Company: \_\_\_\_\_ Date: \_\_\_\_\_