

[FORM OF AGREEMENT FOR U.S.- PLEASE INSERT INFORMATION WHERE INDICATED]

**ELECTRONIC DATA INTERCHANGE (EDI)
TRADING PARTNER AGREEMENT**

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the “**EDI Agreement**”) is made as of *[INSERT DATE]*, by and between Valero Corporate Services Company (“**Valero**”), a Delaware corporation with offices at One Valero Way, San Antonio, Texas, 78249, and _____ *[Use global replace to insert shortened name: (“[TPA]”)]*, a _____ corporation with offices at _____. Valero and *[TPA]* shall sometimes be referred to herein individually as a “**Trading Partner**” and collectively as the “**Trading Partners.**” This EDI Agreement consists of these terms and conditions and the Appendix attached hereto and hereby incorporated herein.

RECITALS

WHEREAS, Valero and *[TPA]* desire to (i) facilitate the exchange of Electronic Transactions (as defined in Section 1 below) by electronically transmitting and receiving data in agreed-upon formats and (ii) to ensure that such Electronic Transactions are legally binding and enforceable.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Trading Partners, intending to be legally bound hereby, agree as follows:

Section 1. Prerequisites

1.1 **Electronic Transactions: Standards.** For purposes of this EDI Agreement, an “**Electronic Transaction**” shall be an electronic transmission of data transmitted in accordance with the standards and/or appropriate industry guidelines set forth in the Appendix, as the same may be amended from time to time (the “**Transmission Standards**”) in a specific message format exchanged between originator and recipient, also as set forth in the Appendix (the “**Format**”). Any electronic transmission of data that does not meet the specifications in the preceding sentence shall not be regarded as an Electronic Transaction unless justifiably relied upon by the receiving Trading Partner.

1.2 **Scope of the EDI Agreement.** This EDI Agreement shall govern and apply only to Electronic Transactions transmitted from either Trading Partner to the other in connection with the transactions contemplated by that certain *[INSERT NAME OF AGREEMENT BETWEEN THE PARTIES-note that this may be an agreement between a Valero entity other than Valero Corporate Services Company and TPA:]* between the parties dated *[INSERT DATE OF THAT AGREEMENT]*, as amended, restated or replaced by the parties (the “**Agreement**”), which is hereby incorporated by reference thereto. *[insert the following if the Valero entity is other than VCSC: Valero Corporate Services Company is an affiliate of [insert name of other Valero entity] and provides information services, including those described herein, for [insert name of other Valero entity].]*

1.3 **Third-Party Service Providers.**

1.3.1 Electronic Transactions will be transmitted electronically to each Trading Partner either directly or through any third-party service provider (“**Provider**”) with which either

Trading Partner may contract on its own behalf. Either Trading Partner may modify its election to use, not use or change its Provider upon 30 days prior written notice to the other Trading Partner.

1.3.2 Each Trading Partner shall be responsible for the costs and performance of any Provider with which it contracts, unless otherwise set forth in the Appendix.

1.3.3 Each Trading Partner shall be liable for the acts or omissions of its Provider while transmitting, receiving, storing or handling Electronic Transactions, or performing related activities, for such Trading Partner; provided, that if both the Trading Partners use the same Provider to effect the transmission and receipt of an Electronic Transaction, the originating Trading Partner shall be liable for the acts or omissions of the Provider as to such Electronic Transaction.

1.4 System Operations. Each Trading Partner, at its own expense, shall be responsible for and/or provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Electronic Transactions.

1.5 Security Procedures. Each Trading Partner shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Electronic Transactions are authorized and to protect its business records and data from improper access.

1.6 Signatures. Each Trading Partner shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are affixed to or contained in each Electronic Transaction transmitted by such Trading Partner (“**Signature**”). Each Trading Partner agrees that any Signature of such Trading Partner affixed to or contained in any transmitted Electronic Transaction shall be sufficient to verify such Trading Partner originated such Electronic Transaction. Neither Trading Partner shall disclose to any unauthorized person the Signatures of the other Trading Partner and the Signatures shall be considered “Confidential Information” as defined in Section 3.2 hereof.

1.7 Back-up Data. Trading Partners agree to maintain adequate back-up files to recreate transmissions as required. Back-up files shall be subject to this EDI Agreement to the same extent as original transmission. Electronic Transactions shall be retained for such periods as required by relevant state and federal requirements.

1.8 Testing.

1.8.1 Electronic Transactions will not be authorized by either Trading Partner until the transmission process between the Trading Partners is subjected to reasonable testing to ensure data integrity and compliance with the mutually agreed data format (as specified in the Appendix).

1.8.2 Following acceptance for production use, additional testing may be required by a Trading Partner in response to a change in the system environments including, but not limited to: installation of a new application system, installation of a new EDI translator or implementation of a new EDI version. Any additional testing shall adhere to the standard testing procedures determined by Valero.

Section 2. Transmissions.

2.1 Proper Receipt. Electronic Transactions shall not be deemed to have been properly received, and no Electronic Transaction shall give rise to any obligation, until (i) such Electronic Transaction is has been received by the receiving Trading Partner at such Trading Partner's Receipt Computer (as designated in the Appendix) and (ii) the receiving Trading Partner has transmitted an FA (as defined below).

2.2 Verification. Upon proper receipt of any Electronic Transaction, the receiving Trading Partner shall promptly and properly transmit a functional acknowledgment ("FA") in return in standard format, within *[INSERT NUMBER OF DAYS]* business days. An FA shall constitute conclusive evidence that an Electronic Transaction has been properly received. An FA is not an Acceptance (as defined below) or a status report unless otherwise specified in the Appendix.

2.3 Acceptance. If acceptance of an Electronic Transaction is required by the Appendix, any such Electronic Transaction that has been properly received shall not give rise to any obligation unless and until the Trading Partner initially transmitting such Electronic Transaction has properly received an acceptance in return in standard format, as specified in the Appendix (each, an "Acceptance").

2.4 Garbled Transmissions. If any properly transmitted Electronic Transaction is received in an unintelligible or garbled form, the receiving Trading Partner shall promptly notify the originating Trading Partner (if identifiable from the received Electronic Transaction) in a reasonable manner. In the absence of such a notice, the originating Trading Partner's records of the contents of such Electronic Transaction shall control.

Section 3. Transaction Terms.

3.1 Terms and Conditions. Any Electronic Transaction made pursuant to this EDI Agreement and (any related communication) shall also be subject to the terms and conditions included in the Agreement. The Trading Partners acknowledge that the terms and conditions set forth in the Agreement may be or may become inconsistent, or in conflict with this EDI Agreement. Any inconsistency between this EDI Agreement and the Agreement shall be resolved by giving precedence to the terms of the Agreement.

3.2 Confidentiality. *[TPA]* and Valero agree to hold in confidence all Electronic Transactions (hereafter "**Confidential Information**") and use such Confidential Information only for the purpose furnished. *[TPA]* and Valero further agree not to reproduce, distribute, or disclose the other's Confidential Information to a third party without first obtaining the other's written consent, excluding employees, contractors, and consultants involved in the recipient's ordinary business and under an obligation of confidentiality no less restrictive than this Section. This obligation of confidentiality will terminate two years after the termination of this EDI Agreement. These restrictions shall not apply to information: (a) that is or becomes part of the public domain through no fault of recipient, (b) that the recipient can show was in its possession prior to its receipt from the other party, (c) that recipient can show was received by it from a third party not prohibited from disclosing the information, or (d) that was developed independently by the recipient without the use of Confidential Information. If disclosure is required by subpoena or a government authority, the recipient may make such disclosure provided the disclosing party is notified in writing prior to the disclosure and every reasonable effort is made to protect the proprietary interests in the information.

3.3 Validity and Enforceability.

3.3.1 Any Electronic Transaction, properly transmitted pursuant to this EDI Agreement, shall be considered to be a “writing” or “in writing” and any such Electronic Transaction when containing, or to which there is affixed, a Signature (such Electronic Transactions, each a “**Signed Electronic Transactions**”) shall be deemed for all purposes to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business.

3.3.2 The conduct of the Trading Partners pursuant to this EDI Agreement, including the use of Signed Electronic Transactions properly transmitted pursuant to this EDI Agreement, shall, for all legal purposes, evidence a course of performance accepted by the Trading Partners in furtherance of this EDI Agreement.

3.3.3 The Trading Partners agree not to contest the validity or enforceability of Signed Electronic Transactions under the provisions of any applicable law relating to whether certain agreements are in writing and signed by the Trading Partner to be bound thereby. Signed Electronic Transactions, if introduced as evidence on paper in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Trading Partners to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Trading Partner shall contest the admissibility of copies of Signed Electronic Transactions on the basis that the Signed Electronic Transactions were not originated or maintained in documentary form.

Section 4. Miscellaneous.

4.1 Headings. Headings or titles of the provisions hereof are for convenience only and shall have no effect on the provisions of this EDI Agreement.

4.2 Termination. This EDI Agreement shall remain in effect until terminated by either Trading Partner with not less than thirty (30) days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations or rights of the Trading Partners arising under any Electronic Transactions or otherwise under this EDI Agreement prior to the effective date of termination.

4.3 Severability. Any provision of this EDI Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this EDI Agreement or affecting the validity or enforceability of such remaining provisions.

4.4 Entire Agreement. This EDI Agreement may not be amended, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date, signed by a duly authorized representative of each Trading Partner. No oral modification or waiver of any of the provisions of this EDI Agreement shall be binding on either Trading Partner. No obligation to enter into any transaction is to be implied from the execution or delivery of this EDI Agreement. This EDI Agreement is for the benefit of, and shall be binding upon, the Trading Partners and their respective successors and assigns.

4.5 Assignment. This EDI Agreement, or any rights or obligations hereunder, shall not be assigned by either Trading Partner without the express written approval of the other Trading Partner; provided, however, that a Trading Partner may assign this agreement, or any of its rights

or obligations hereunder, in whole or in part, to any affiliate permitted to perform the respective Trading Partner's responsibilities, without the express written approval of the other Trading Partner. Any assignment, which does not comply with the provisions of this section 4.5, shall be null and void.

4.6 No Waiver. The waiver by either Trading Partner of any breach of any term, covenant or condition contained in this EDI Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition or obligation.

4.7 Governing Law. This EDI Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

4.8 Force Majeure. No Trading Partner shall be liable for any failure to perform its obligations in connection with any Transaction or any Electronic Transaction where such failure results from any act of God or other cause beyond such Trading Partner's reasonable control which prevents such Trading Partner from transmitting or receiving any Electronic Transactions.

4.9 Exclusion of Damages. Neither Trading Partner shall be liable to the other Trading Partner for any indirect, special, incidental, exemplary or consequential damages, arising from or as a result of any delay, omission, or error in the electronic transmission or receipt of any Electronic Transactions pursuant to this EDI Agreement, even if such Trading Partner has been advised of the possibility of such damages.

4.10 Resolution of Disputes.

4.10.1 In the event of any controversy or claim arising out of or relating to this EDI Agreement, or breach thereof, the Trading Partners shall use commercially reasonable judgment to resolve the claim or dispute, initially, through good faith negotiations or upon the failure of such negotiations, through Alternative Dispute Resolution techniques and proceedings or another Valero-approved dispute resolution process.

4.10.2 If any controversy, claim, or dispute arising hereunder is not resolved in accordance with Article 4.10.1 above, either Trading Partner may, upon giving the other Trading Partner at least ten (10) days prior written notice, initiate litigation to submit such claims or disputes for decision by a court of competent jurisdiction of the State of Texas in accordance with the laws of Texas.

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4.11 Notices. Unless otherwise provided herein, all notices, demands or other communications hereunder shall be in writing and shall be deemed to have been received when personally delivered, when sent by (i) courier delivery; (ii) Federal Express or similar overnight courier delivery; (iii) U.S. certified mail, return receipt requested to the address and persons specified in this EDI Agreement. Notices or communications shall be deemed given on the date of (a) courier or overnight courier delivery; or (b) in the case of transmittal by U.S. certified mail, return receipt requested, the date the return receipt is signed or delivery is rejected. The following are the primary contacts for all communications related to this EDI Agreement:

Valero:
[INSERT NAMES OF CONTACTS]

[TPA]:
[INSERT NAMES OF CONTACTS].

IN WITNESS WHEREOF, the parties have executed this EDI Agreement as of the day and year first above written.

VALERO CORPORATE SERVICES COMPANY

By: _____
Name: _____
Title: _____

[INSERT CORRECT CORPORATE NAME OF [TPA]]

By: _____
Name: _____
Title: _____

Appendix

Transmission Standards:

Format:

Electronic Transactions:

Receipt Computer:

Acceptance Required:

Security Procedures:

[IF APPLICABLE, INCLUDE:

Attachments:

The following attachments, as the same may be modified from time to time, are hereby incorporated herein by reference:

- 1) [TPA] Coordination Agreement*
- 2) [TPA] Information Questioner*

- List of appropriate Valero-specific EDI documents -- to be developed by [TPA]]]