**Master Agreement for Purchase, Sale or Exchange of Liquid Hydrocarbons**

The Effective Date of this Master Agreement is: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The parties to this Master Agreement are the following:

|  |  |  |
| --- | --- | --- |
| **PARTY A**  [INSERT COUNTERPARTY LEGAL ENTITY NAME] | ***PARTY NAME*** | **PARTY B**  [INSERT COUNTERPARTY LEGAL ENTITY NAME] |
|  | ***ADDRESS*** |  |
| **www.** | ***BUSINESS WEBSITE*** | **www.** |
|  | ***CONTRACT NUMBER*** |  |
|  | ***D-U-N-S® NUMBER*** |  |
|  | ***FEDERAL TAX ID #*** |  |
|  | ***JURISDICTION OF***  ***ORGANIZATION*** |  |
| ☐ Corporation ☐ LLC  ☐ Limited Partnership ☐ Partnership  ☐ LLP ☐ Other: | ***COMPANY TYPE*** | ☐ Corporation ☐ LLC  ☐ Limited Partnership ☐ Partnership  ☐ LLP ☐ Other: |
|  | ***GUARANTOR***  **(IF APPLICABLE)** |  |

This Master Agreement incorporates by reference for all purposes the General Terms and Conditions for Purchase, Sale or Exchange of Liquid Hydrocarbons published by the North American Energy Standards Board. The parties hereby agree to the following provisions offered in said General Terms and Conditions. In the event the parties fail to check a box, the specified default provision shall apply. Select the appropriate box(es) from each section:

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| --- | --- | --- | --- |
| **Section 1.2**  Transaction Procedure | ☐ Oral (default)  or  ☐ Written | **Section 10.2**  Additional Events of Default | ☐ No Additional Events of Default (default)  ☐ Indebtedness Cross Default  ☐ Party A: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ Party B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ☐ Transactional Cross Default  Specified Transactions: |
| **Section 2.15**  Confirm Deadline | ☐ 3 Business Days after receipt (default)  or  ☐ Business Days after receipt |
| **Section 2.16**  Confirming Party  Purchase/Sale | ☐ Seller (default)  or  ☐ Buyer  or  ☐ \_\_\_\_\_\_\_\_\_\_ |
| **Section 2.16**  Confirming Party  Exchange | ☐ Party A (default)  or  ☐ Party B  or  ☐ \_\_\_\_\_\_\_\_\_ | **Section 10.3.1**  Early Termination Damages | ☐ Early Termination DamagesApply (default)  or  ☐ Early Termination DamagesDo Not Apply |
| **Section 3.2**  Performance Obligation | ☐ Cover Standard (default)  or  ☐ Spot Price Standard | **Section 10.3.2**  Other Agreement Setoffs | ☐ Other Agreement Setoffs Apply (default)  ☐ Bilateral (default)  ☐ Triangular  or  ☐ Other Agreement Setoffs Do Not Apply |
| **Section 7.3**  Payment Date | ☐ **5th Business Day** after receipt of invoice (default)  or  ☐ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Section 7.3**  Method of Payment | ☐ Wire transfer (default)  ☐ Electronic Funds Transfer  ☐ Automated Clearinghouse Credit (ACH)  ☐ Check | **Section 16.5**  Choice Of Law | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Section 16.6**  Waiver of Trial by Jury | ☐ Yes (default)  or  ☐ No |
| **Section 7.3**  Netting | ☐ Netting applies (default)  or  ☐ Netting does not apply | **Section 16.11**  Confidentiality | ☐ Confidentiality applies (default)  or  ☐ Confidentiality does not apply |
| ☐ **Special Provisions** Number of sheets attached:  ☐ **Addendum(s):** | | | |

**Master Agreement for Purchase, Sale or Exchange of Liquid Hydrocarbons**

(Continued)

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| **Party A** |  | **Party B** |
| **CONTACT INFORMATION** | | |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***COMMERCIAL*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***SCHEDULING, NOMINATIONS AND DELIVERIES*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***CONTRACT AND LEGAL NOTICES*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***CREDIT AND COLLECTIONS*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***TRANSACTION CONFIRMATIONS*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***MATERIAL SAFETY DATA SHEETS***  ***(IF APPLICABLE)*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| **ACCOUNTING INFORMATION** | | |
| ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** | ***INVOICES***  ***PAYMENTS***  ***SETTLEMENTS*** | ***ADDR*:**  ***ATTN:***  ***TEL#:*** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ***FAX#***:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  ***EMAIL:*** |
| ***BANK:***  ***ABA:***  ***ACCT:***  ***OTHER DETAILS:*** | ***ELECTRONIC FUNDS or WIRE TRANSFER NUMBERS***  ***(IF APPLICABLE)*** | ***BANK:***  ***ABA:***  ***ACCT:***  ***OTHER DETAILS:*** |
| ***BANK:***  ***ABA:***  ***ACCT:***  ***OTHER DETAILS:*** | ***ACH NUMBERS***  ***(IF APPLICABLE)*** | ***BANK:***  ***ABA:***  ***ACCT:***  ***OTHER DETAILS:*** |

IN WITNESS WHEREOF, the parties hereto have executed this Master Agreement in duplicate.

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| **[INSERT COUNTERPARTY LEGAL ENTITY NAME]** | ***PARTY NAME*** | **[INSERT COUNTERPARTY LEGAL ENTITY NAME]** |
| By:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ***SIGNATURE*** | By:  Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| [Insert Name] | ***PRINTED NAME*** | [Insert Name] |
| [Insert Title] | ***TITLE*** | [Insert Title] |