



Alimentation Couche-Tard Inc. Master Engagement Agreement

I. Introduction

We would like you and your firm to represent and provide legal evaluation, advice and analysis on behalf of Alimentation Couche-Tard Inc. and its affiliated, related and controlled companies and/or partnerships, including Circle K Stores Inc. (collectively “Company” or “us”) in connection with legal matters that we may refer to you from time to time. You and your firm have been selected because we believe you have the expertise, experience, and resources to manage intelligently and efficiently those legal matters assigned to your firm.

In our discussions with you, we have agreed to the attached Fixed Fee Schedule (**Schedule 1**) for any matters we might assign to you and your firm. As part of this Agreement, your firm will not increase rates for any matters assigned to you or your firm under this engagement letter without a new Rate Schedule being approved by the Legal Department (“Legal Department” or “we”).

There are many creative types of alternative fee arrangements. If you believe that a particular alternative fee arrangement is appropriate, we welcome your suggestion. We will be happy to consider alternative fee arrangements on a matter-by-matter basis.

All legal work must be coordinated through the Legal Department. In the event that any business unit contacts you or your firm directly, please inform the Legal Department immediately of the nature and scope of the requested engagement. We operate through various subsidiaries and great care should be taken to ensure that we protect the integrity of these entities. You must confirm with the Legal Department the proper identity of the entity you are being asked to represent, as well as the proper identity of any Company parties named in litigation. Invoices for legal services will not be paid without a matter number provided to your firm by the Legal Department.

II. Conflicts of Interest

As counsel to us, you shall give prior notification of any representation you or your firm is considering, which may be adverse to or against the Company, regardless of whether a “technical” conflict under the applicable ethical rules is presented by the contemplated representation. Any conflict of interest can only be waived or otherwise cleared by the written agreement of the Legal Department. Similarly, potential conflicts of interest or adverse representations must be brought to the attention of the Legal Department, in writing, at the earliest date known or reasonably known by outside counsel.

III. Management of Legal Matters

We want to work closely with a select group of attorneys and their firms. Whether termed an “Alliance” or “Partnering,” it is our desire that in-house and outside counsel work together closely throughout the life of a legal matter engagement. On assignment of an individual matter, you should first discuss and agree with

your Legal Department contact the appropriate staffing needed to handle the assignment. You should also make sure there is a clear understanding of how these resources are to be used.

Depending on the type of legal matter, you and your firm may be given specific instructions on reporting frequency and format, and how decisions related to strategic matters and outcomes will be made. The general rule is to provide honest assessments based on thorough analysis of the facts and law. Regular communication via e-mail is encouraged, although the method of communication should always be consistent with the necessary level of confidentiality. We prefer to work in a team fashion with outside counsel, in-house counsel, specialty counsel, business and operations representatives, and where appropriate, risk management and underwriters, all providing input necessary to make well-reasoned decisions and set appropriate goals. Hiring of experts and other consultants should be done only after discussion with and approval of the Legal Department.

We maintain a repository of resources and analysis for common or recurring legal issues. You should discuss with your Legal Department contact whether we have research, pleadings or other resources in this repository or other in-house or outside expertise that might address any of the legal issues or pleadings you might contemplate in your representation of us. All work product produced on our behalf should be provided to your Legal Department contact for our retention and future use.

Outside counsel shall make no statement to the media concerning any Company matter without the express authorization of the Company. Media inquiries should be directed to the Circle K North America Communications, as appropriate, with immediate notice of the inquiry to your Legal Department contact, or the Head of Legal Affairs, Real Estate, USA, as appropriate. The Company must be involved in all decisions to respond or not respond to media inquiries. No inquiry should be allowed to go unresponded to without the involvement of the Company in that decision.

IV. Diversity

The Company believes that by increasing the diversity of the lawyers who do work for us, we will increase the inventiveness and creativity of our legal work. Thus, we may track and evaluate the diversity of lawyers working on Company matters.

You may be required to provide data regarding diversity information of the lawyers performing services for the Company and specifically communicate your commitment and strategy to help us meet our goal of becoming a world-class diversity leader.

V. Budgeting and Billing

Overall, the Legal Department's philosophy regarding billing is simple. We feel that it is incumbent on our outside counsel to manage all assignments effectively and efficiently, assigning tasks to the right team members, looking for opportunities to provide services in a more cost-effective way and managing costs and other expenses as if they were their own. While we reserve the right to dispute any fees that we feel are inappropriate or excessive, our expectation is that we will never have to do so, because our outside counsel will ensure all effort put forth from the firm and all expenses incurred are in the best interest of the matter and the Company.

We require electronic billing through Legal Tracker (f/k/a Serengeti). Before submission of bills, the partner responsible for the matter should carefully review the invoice to ensure that the time and work performed was reasonable, appropriate and necessary. Time entries that do not meet this standard should be written off the bill in such a way that the time, timekeeper, and description remain on the bill, but the

entry does not result in a charge to the total invoice amount. Any questions about this requirement should be discussed with the Legal Department. We expect that you will ensure that each bill represents your most efficient and effective management of your firm's resources, that any unusual time allocations or expenses incurred will already have been discussed with your Legal Department contact, and that you are satisfied that the bill is consistent with the concepts set forth in this letter and your relationship with us.

Our policy is to pay all service providers no later than forty-five (45) days after the invoice date. We will not pay finance charges assessed on unpaid balances; if you have a concern that an invoice has not been paid in a timely manner, please communicate that to us so that we can look into the status of payment.

The Legal Department retains the right to audit, either itself or through a third-party, all materials associated with any professional service, statement or invoice submitted during the course of any matter handled by the firm.

Additionally, the Company reserves the right, upon reasonable notice and during normal business hours, to inspect all the papers and records of outside counsel to the extent reasonably necessary to determine the accuracy and correctness of the statements or invoices submitted to the Legal Department for work performed for the Company.

Please thoroughly review the ***Alimentation Couch-Tard Inc. Global Outside Counsel Engagement Policy*** (the "Policy"). By executing this engagement agreement, you agree to conduct all work in accordance with, and otherwise abide by, the Policy, as may be amended from time to time. The Policy is hereby incorporated into this engagement agreement by reference and, should any provision of this engagement agreement be inconsistent with the Policy, the Policy will prevail.

If the Company has any *previous* engagement agreements with you, such agreements are hereby terminated.

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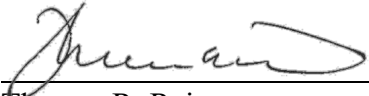
VI. Agreement

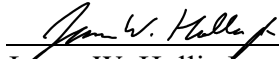
On behalf of Thomas R. Raines Attorney at Law, LLC, the undersigned, Thomas R. Raines agrees to the terms of this Master Engagement Agreement entered into this 29th day of June, 2021.

Thomas R. Raines
Attorney at Law, LLC

Circle K Stores Inc.

Agreed and accepted by:

By: 
Name: Thomas R. Raines
Title: Manager

By: 
Name: James W. Hollis Jr.
Title: Head of Legal Affairs, Real Estate, USA

Schedule 1

Fixed Fee Schedule

Compensation will be on a set fee basis, the fee for such services shall be set at \$7,500.00 for each location. The \$7,500.00 fee for each location to be paid in installments as follows: \$2,500.00 upon location identification by Circle K, \$2,500.00 upon submitting a complete application for the Licenses to the City of Chicago Department of Business Affairs and Consumer Protection for the subject location, and \$2,500.00 upon the City of Chicago and State of Illinois issuing the Licenses to Circle K for the subject location. The rate for any other work performed shall be calculated hourly at \$725.00 per hour. The filing fees associated with the Licenses or any fees associated with obtain requisite signatures are not included in the above quoted fee and will be the responsibility of Circle K

These rates will remain in effect until requests for rate modifications are approved in writing, or until a new written agreement or Schedule is entered into. Care should be taken to ensure that standard rate increases are discussed and approved in writing before incorporating into billings. If not approved in writing prior to the increase, invoices containing incorrect charges will be adjusted or rejected. Retroactive approval of rates will only be permitted in extraordinary circumstances and can only be approved by the Head of Legal Affairs, Real Estate, USA, or their designee. We reserve the right to seek a reimbursement or credit against future invoices and amounts billed in excess of those agreed to in writing.

Thomas R. Raines
Attorney at Law, LLC

Circle K Stores Inc.

Agreed and accepted by:

By: _____
Name: Thomas R. Raines
Title: _____

By: _____
Name: James W. Hollis Jr.
Title: Head of Legal Affairs, Real Estate, USA