

**CHARTER
OF THE CONFLICTS COMMITTEE
OF THE BOARD OF DIRECTORS OF ARKO PETROLEUM CORP.**

Adopted on February 11, 2026

1. **Purpose, Power, Authority and Responsibility.** The purpose of the Conflicts Committee (the “Committee”) is to provide leadership and guidance to the Board of Directors (the “Board”) of ARKO Petroleum Corp. (the “Company”) and to the Company regarding matters of corporate governance with respect to the relationship between the Company and ARKO Corp. (“ARKO Parent”) and transactions involving potential conflicts of interest involving the Company and its subsidiaries, on one hand, and ARKO Parent and its subsidiaries (other than the Company and its subsidiaries), on the other hand, and their respective affiliated parties. The Committee, on behalf of the Board, discharges the Board’s responsibilities to:

(a) Review, negotiate, oversee and approve (or reject) potential transactions between the Company and its subsidiaries, on one hand, and ARKO Parent and its subsidiaries (other than the Company and its subsidiaries), and any director or officer of the Company with a “material interest” (for purposes of Section 144 of the DGCL) in such transaction or a “material relationship” (for purposes of Section 144 of the DGCL) with ARKO Parent and such subsidiaries, on the other hand, including, without limitation, such transactions involving acquisitions of assets, ongoing fuel supply arrangements, other transactions and any other agreement, arrangement, understanding or framework with respect to the relationship between the Company and ARKO Parent, including, among other things, information flow/sharing, indemnitor of first resort, director and officer insurance obligations and corporate or business opportunities.

(b) Review and approve the following actions:

- The decision by the Company and its direct and indirect subsidiaries (“APC Group”) to participate in a Proposed Acquisition (as defined in the Omnibus Agreement) or any other funding for an accretive opportunity, and the terms under which APC Group so participates pursuant to the Amended and Restated Omnibus Agreement, entered into on, and effective immediately prior to the closing of the initial public offering of the common stock of the Company (the “IPO”), among the Company, ARKO Parent, GPM Investments, LLC, a Delaware limited liability company (“GPMI”), GPM Petroleum GP, LLC, a Delaware limited liability company, GPM Petroleum LP, a Delaware limited partnership, GPM Petroleum, LLC, a Delaware limited liability company, and GPM Empire, LLC, a Delaware limited liability company.
- Any amendment or modification of the Omnibus Agreement that would be adverse in any material respect to the holders of common stock of the Company.

- Any material modifications to the Services (as defined in the Management Services Agreement) provided under the Management Services Agreement, dated as of February 13, 2026 and effective immediately prior to the IPO, by and between the Company, on behalf of itself and its subsidiaries, and ARKO Parent, on behalf of itself and its subsidiaries other than APC Group (the “Management Services Agreement”).
- Any decision by the Escalation Committee (as defined in the Management Services Agreement) related to material disputes pursuant to the Management Services Agreement.
- Any material amendment, modification, or waiver of the Management Services Agreement.
- Any adjustment of Fees (as defined in the Management Services Agreement) related to increased work involved in the Services (as defined in the Management Services Agreement) provided under the Management Services Agreement.
- Negotiate in good faith with GPMI to determine a fair and equitable allocation to the extent (i) any self-insured retention or deductible if a Covered Claim (as defined in the Employee and Intercompany Matters Agreement, dated as of February 13, 2026, by and among ARKO Parent, Arko Convenience Stores, LLC, a Delaware limited liability company, GPMI, the other parties listed as “Additional GPM Parties” on the signature pages thereto, the Company, and the other parties listed as “Additional APC Parties” on the signature pages thereto (the “Employee and Intercompany Matters Agreement)) relates to both the GPM Group (as defined in the Employee and Intercompany Matters Agreement) and the APC Group or (ii) the policy maximum is reached in any policy year.

(c) Perform such other tasks, functions, roles and responsibilities as are consistent with the purpose of the Committee, the fiduciary duties of the Committee members and as the Committee determines to be appropriate.

2. **Committee Composition; Members.** The Committee shall consist of at least two (2) members appointed by the Board, each of whom (i) shall not be a director, officer, or employee of ARKO Parent and (ii) shall be determined by the Board to (A) be a “disinterested director” with respect to potential transactions involving ARKO Parent for purposes of Section 144 of the Delaware General Corporation Law (the “DGCL”) and (B) satisfy the applicable criteria for determining director independence from the Company and ARKO Parent under the rules of the NASDAQ Stock Market LLC and the criteria required by the Securities Exchange Act of 1934, as amended, to serve on an audit committee of a board of directors. All Committee members shall be appointed by the Board from time to time in accordance with the Company’s certificate of incorporation and this charter and may be removed from the Committee by the Board at any time for any reason with

or without cause.

3. Meetings and Procedures of the Committee. The Committee shall meet periodically (but not less frequently than annually) at such times as it determines to be necessary or appropriate. The Committee may elect one member of the Committee as its Chairperson. The Chairperson of the Committee or a majority of the members of the Committee may call a meeting of the Committee in accordance with the requirements for notice of a meeting of the Board, mutatis mutandis. A majority of the members of the Committee present in person or by means of a conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other shall constitute a quorum, and the vote of the majority of the members present at a meeting at which a quorum is present shall be the act of the Committee.

The Committee may form, designate and delegate to one or more subcommittees of the Committee to the fullest extent permitted by applicable law, regulations and listing standards; provided, that no such subcommittee shall consist of fewer than two members.

To the fullest extent permitted by applicable law, the deliberations and the records of the Committee shall be confidential and, without limiting the generality of the foregoing, all common law and statutory privileges shall be available with respect to legal advice rendered to, and documents prepared by counsel to assist, the Committee in its deliberations. The Committee shall report to the full Board with respect to its activities at such time and in such manner as shall be determined by the Committee. The Committee shall keep a written record of its meetings and shall file a copy of such record with the records of the Company when and as the Committee may determine to be appropriate.

4. Evaluation of the Committee. The Committee shall, on not less than on an annual basis, as determined by the Committee, evaluate this Charter and its performance under this Charter. In conducting this review, the Committee shall evaluate whether this Charter appropriately addresses the matters that are or should be within the scope of its power, authority and responsibility. The Committee shall address all matters that the Committee considers relevant to its power, authority and responsibility, including at least the following: the adequacy, appropriateness and quality of the information and recommendations presented by the Committee to the Board, the manner in which deliberations were conducted with respect to such information and recommendations, and whether the number and length of meetings and power and authority of the Committee were adequate for the Committee to fulfill its purpose and responsibility in a thorough and thoughtful manner.

The Committee shall present to the Board the results of its evaluation, including any recommended amendments to this Charter and any recommended changes to the Company's or the Board's policies or procedures.

5. Investigations and Studies, Outside Advisors, Support. The Committee may conduct or authorize investigations into or studies of matters within the scope of the Committee's power, authority and responsibility. The Committee may retain and employ legal counsel, financial advisors, and such other advisors or agents as the Committee shall determine necessary or desirable in connection with these matters and provide such legal counsel, financial advisors, and such other advisors or agents with such information as may be necessary in order that they may properly advise the Committee. The Committee may enter into such contracts on behalf of the Corporation

providing for the retention, compensation, reimbursement of expenses, and indemnification of such legal counsel, financial advisors, and other advisors or agents retained by the Committee to provide services for the Committee, as the Committee may determine necessary or appropriate, and that the Company and its officers and employees be directed to pay all fees, expenses, and disbursements of such counsel, advisors, consultants, and agents and to honor all other obligations of the Company under such contracts.

The officers, agents, and employees of the Company are hereby authorized and directed to assist and take direction from the Committee and provide the Committee with all information and documents that the Committee shall request, including, but not limited to, books, records, projections, and financial statements of the Company and any documents as the Committee may determine useful or helpful in the discharge of its power, authority and responsibility. The Committee may also meet separately from time to time, as it directs and determines appropriate, with management, the Company's General Counsel, the Company's independent auditors and any other directors, officers, employees, agents, counsel or advisors of the Company.

6. **General Duties and Liabilities.** Nothing contained in this Charter is intended to create, or should be construed as creating, any duty or liability of the members of the Committee, except to the extent otherwise provided under the applicable laws of Delaware.