

# Change in Control Severance Benefits Plan

## **Marathon Oil Company Change in Control Severance Benefits Plan**

**As Amended and Restated Effective May 28, 2024**

*Please note, the Marathon Oil Company Change In Control Severance Benefits Plan ("Plan") is based on the occurrence of a Change in Control. In the event of a Change in Control, this Plan would provide the availability of specific enhanced severance benefits for eligible terminations during the two-year period following the date of a Change in Control. The term "Change in Control" is defined in the Definitions Section of this Plan.*



# Change in Control Severance Benefits Plan

## Table of Contents

	<u>Page</u>
1. Purpose of the Plan .....	1
2. Definitions .....	1
3. Participation .....	6
4. Disqualifying Events .....	7
5. Cash Severance Benefit and COBRA Benefit .....	7
6. Other Benefits .....	8
7. Limitation on Certain Excess Parachute Payments.....	8
8. Confidential and Proprietary Business Information & Nonsolicitation Obligations.....	9
9. Unemployment; Taxes .....	9
10. When the Severance Benefits Will be Paid .....	9
11. Non-Assignment of Severance Benefits.....	10
12. Plan Amendment and Termination .....	10
13. Successor Company.....	10
14. Claims Procedures.....	10
15. Employee Rights .....	12
16. Code Section 409A.....	14
17. Plan Document Controls .....	14
18. Controlling Law .....	15
19. General Information .....	15
Exhibit A - Waiver and Release.....	A-1

# Change in Control Severance Benefits Plan

## 1. Purpose of the Plan

The purposes of the Marathon Oil Company Change in Control Severance Benefits Plan (the “Plan”) are:

- i. To make Severance Benefits available to certain eligible employees that will financially assist with their transition following certain terminations of employment following a Change in Control while the Plan is in effect; and
- ii. To resolve any possible claims arising out of employment, including its termination, by providing such employees with Severance Benefits in return for a waiver and release from liability.

Capitalized terms have the meanings set forth in the Definitions Section below if not otherwise defined.

This Plan represents an amendment and restatement of all prior severance plans, practices or policies in effect with the MOC Group or an Affiliate as of the effective time hereof with respect to Employees, and each such severance plan, practice and policy is hereby superseded, discontinued and terminated by this Plan, other than (i) the Marathon Oil Corporation Officer Change in Control Severance Benefits Plan; (ii) individual contracts providing for severance benefits and (iii) prior to a Change in Control or after the Protection Period, the Termination Allowance Plan.

This Plan is not intended to amend, restate or supersede the Termination Allowance Plan prior to a Change in Control or after the Protection Period.

This document serves as both the plan instrument and the summary plan description that the Company is required to provide to Plan participants.

## 2. Definitions

As used in this Plan, the following terms shall have the following meanings (and the singular includes the plural, unless the context clearly indicates otherwise):

**Affiliate:** Means the Company and each related company or business which is part of the same controlled group under Code Sections 414(b) or 414(c); provided that where specified by the Company in accordance with Code Section 409A, in applying Code Section 1563(a)(1) – (a)(3) for purposes of determining a controlled group of corporations under Code Section 414(b) and in applying Treasury Regulation Section 1.414(c)-2 for purposes of determining whether trades or businesses are under common control under Code Section 414(c), the phrase “at least 50 percent” is used instead of “at least 80 percent.”

# Change in Control Severance Benefits Plan

## **Annual Base Compensation (for Severance calculation):**

The total of:

- i. For exempt Employees, current monthly base salary, multiplied by 12.84 (0.84 to reflect what would have been the MOC Group contributions assuming the Employee elected to contribute to the Savings Plan at a seven percent (7%) level); (for hourly and non-exempt Employees, base pay plus overtime pay over the most recent twelve (12) months, divided by twelve (12), will be substituted for monthly base salary); provided, however, that if such Employee's duration of employment is less than twelve (12) months, then such average will be determined based on the number of complete months employed; and
- ii. The highest of the annual Bonuses paid to the Employee, if any, for each of the three (3) fiscal years immediately preceding the Employee's Separation from Service Date or, if higher, for each of the three (3) fiscal years immediately preceding a Change in Control.

**Bonus:** Cash payments pursuant to an annual incentive compensation plan or arrangement.

**Cause:** Separation from Service due to unacceptable performance, gross misconduct, gross negligence, material dishonesty, material acts detrimental or destructive to the MOC Group or its Affiliates, employees or property, or any material violation of the policies of the MOC Group or its Affiliates.

**Change in Control:** For purposes of this Agreement, a "Change in Control" of MRO and "Change in Control" shall mean a change in control of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), with respect to MRO whether or not MRO is then subject to such reporting requirement; provided, that, without limitation, such a Change in Control shall be deemed to have occurred if:

- i. any person (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) (a "Person") is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of MRO (not including in the amount of the securities beneficially owned by such person any such securities acquired directly from MRO or its affiliates) representing twenty percent (20%) or more of the combined voting power of MRO's then outstanding voting securities; provided, however, that for purposes of this Agreement the term "Person" shall not include (a) MRO or any of its subsidiaries, (b) a trustee or other fiduciary holding securities under an employee benefit plan of MRO or any of its subsidiaries, (c) an underwriter temporarily holding securities pursuant to an offering of such securities, or (d) a corporation owned, directly or indirectly, by the stockholders of MRO in substantially the same proportions as their ownership of stock of MRO; and provided, further, however, that for purposes of this paragraph (i), there shall

## Change in Control Severance Benefits Plan

be excluded any Person who becomes such a beneficial owner in connection with an Excluded Transaction (as defined in paragraph (iii) below); or

- ii. the following individuals cease for any reason to constitute a majority of the number of directors of MRO then serving: individuals who, on the date hereof, constitute the Board of Directors (the "Board") of MRO and any new director (other than a director whose initial assumption of office is in connection with an actual or threatened election contest including, but not limited to, a consent solicitation, relating to the election of directors of MRO) whose appointment or election by the Board of MRO or nomination for election by MRO's stockholders was approved or recommended by a vote of at least two-thirds (2/3) of the directors of MRO then still in office who either were directors of MRO on the date hereof or whose appointment, election or nomination for election was previously so approved or recommended; or
- iii. there is consummated a merger or consolidation of MRO or any direct or indirect subsidiary thereof with any other corporation, other than a merger or consolidation (an "Excluded Transaction") which would result in the voting securities of MRO outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving corporation or any parent thereof) at least fifty percent (50%) of the combined voting power of the voting securities of the entity surviving the merger or consolidation (or the parent of such surviving entity) immediately after such merger or consolidation, or the shareholders of MRO approve a plan of complete liquidation of MRO, or there is consummated the sale or other disposition of all or substantially all of MRO's assets.

**COBRA:** The Consolidated Omnibus Budget Reconciliation Act of 1985 as amended from time to time, currently embodied in Code Section 4980B, which provides for continuation of group health plan coverage in certain circumstances.

**COBRA Rate:** The cost of continued coverage under COBRA, that currently being one hundred two percent (102%) of the full group rate (including the employee's share and the employer's share of the group coverage cost and a two percent (2%) administrative fee).

**Code:** The Internal Revenue Code of 1986, as amended.

**Company:** Marathon Oil Company.

**Eligible Employee:** An Employee described in Section 3 of this Plan.

**Employee:** Any person who is an active, regular full-time, part-time or casual U.S. or Third Country National payroll employee of the MOC Group or an Affiliate, but excluding (i) any person the terms of whose employment is governed by a collective bargaining agreement unless specifically included as a result of a negotiated agreement with the applicable collective bargaining unit, (ii) any individual retained under an agreement that designates such individual

## Change in Control Severance Benefits Plan

as a non-employee or whose compensation is not reported on a Form W-2 issued by an MOC Group entity or an Affiliate, even if such individual is later reclassified as a common law employee of the MOC Group or an Affiliate, (iii) grade 19 and above employees of the MOC Group, (iv) any employee of an Affiliate that is not part of the same controlled group as MOC Group under Code Sections 414(b) or 414(c) (for this purpose, using an “at least 80 percent” standard) and (v) interns and college learners.

Without limiting the exclusions set forth in this definition of “Employee,” the term “Employee” shall include only active, regular full-time, part-time or casual U.S. or Third Country National payroll employees of the MOC Group who are employed as of the Change in Control.

**ERISA:** The Employee Retirement Income Security Act of 1974, as amended.

**Good Reason:** Without an Employee’s express written consent, the occurrence of any one or more of the following, unless such act or failure to act is corrected prior to the effective date of the Employee’s Separation from Service as specified in the notice requirement in this definition below: (i) a substantial reduction in the nature of the Employee’s position, duties or responsibilities in effect immediately prior to a Change in Control; (ii) a ten percent (10%) or greater reduction in the Employee’s annualized rate of base salary as in effect immediately prior to a Change in Control; (iii) a reduction in the Employee’s long-term incentive compensation target opportunity as a percentage of base salary as in effect immediately prior to a Change in Control by ten percentage points (10%) or more (for example, if an Employee’s long-term incentive compensation target is reduced from thirty percent (30%) to twenty percent (20%) of base salary); or (iv) requiring an Employee to be based at a location in excess of fifty (50) miles from the location where the Employee was based immediately prior to a Change in Control. An Employee is required to provide written notice to the Company (or its successor, as applicable) of the existence of any of the conditions set forth in this definition within ninety (90) days of the initial existence of the condition (a “Good Reason Notice”). Such Good Reason Notice must state the Employee’s intended date of Separation from Service (the “Good Reason Intended Separation from Service Date”) and be provided by the Employee to the Company (or its successor, as applicable) at least thirty (30) but not more than sixty (60) days prior to the Employee’s Separation from Service Date. The Company (or its successor, as applicable) may, prior to the Employee’s Separation from Service Date, cure or remedy such conditions. If the Employee Separates from Service after providing the Good Reason Notice and after the Company (or its successor, as applicable) has timely cured or remedied the condition, then such Separation from Service will be considered a voluntary termination of employment and not a Separation from Service for Good Reason and thus will not entitle the Employee to eligibility for Plan Severance Benefits.

# Change in Control Severance Benefits Plan

**Good Reason Intended Separation from Service Date:** An Employee's intended Separation from Service Date as specified in a Good Reason Notice.

**Good Reason Notice:** A written notice provided to the Company (or its successor) by an Employee as required in the Good Reason definition above.

**MOC Group:** MRO, the Company and their wholly owned U.S. subsidiaries and any successor(s) thereto.

**MRO:** Marathon Oil Corporation and any successor thereto.

**Notice:** A written notice provided to an Employee stating that the employment of the Employee will be terminated, specifying the Employee's Target Separation from Service Date and stating that the Employee is eligible for participation in this Plan.

**Participant:** An Eligible Employee who meets the requirements set forth in Section 3(B) of this Plan.

**Plan:** This, the Marathon Oil Company Change in Control Severance Benefits Plan, as may be amended from time to time.

**Plan Administrator:** The Compensation Committee of the Board of Directors of MRO (the "Compensation Committee") or the equivalent committee of the surviving parent company if MRO is not the surviving parent company in the event of a Change in Control (the "Equivalent Committee"), or a delegate, as applicable.

**Protection Period:** The period as defined in Section 3 of this Plan.

**Savings Plan:** The Marathon Oil Company Thrift Plan, as it may be amended from time to time, or any successor thereto.

**Separation from Service or Separate from Service:** These terms shall have the same meaning as set forth under Code Section 409A with respect to the MOC Group and Affiliates.

**Separation from Service Date:** The date on which an Employee has a Separation from Service.

**Service:** The years and months of service with the MOC Group and its Affiliates credited to the Employee on the Employee's Separation from Service Date, as determined in accordance with the MOC Group's Employee Service Plan as Amended and Restated Effective as of January 1, 2022, per its terms as in effect on May 27, 2024.

**Severance Benefits:** Benefits described in Section 5 of this Plan.



# Change in Control Severance Benefits Plan

**Target Separation from Service Date:** The date specified in the Employee's Notice as his/her Separation from Service Date, provided that the MOC Group and the Employee may mutually agree to extend the Target Separation from Service Date.

**Termination Allowance Plan:** The Marathon Oil Company Termination Allowance Plan or any similar arrangement, as may be amended from time to time.

**Waiver and Release:** The legal document in which an Employee, in exchange for Severance Benefits under the Plan, among other things, releases the MOC Group and all of the Affiliates, their directors, officers, employees and agents, their employee benefit plans and the fiduciaries and agents of said plans from liability and damages in any way related to the Employee's employment with or separation from employment with the MOC Group or any of its Affiliates, substantially in the form as set forth at Exhibit A.

**WARN:** The Workers Adjustment Retraining and Notification Act of 1988.

**WARN Period:** The 60-day period designated as the WARN Period in an Employee's Notice, if applicable. The WARN Period will be equal to eight (8) weeks for purposes of any set off or reduction of an Employee's Severance Benefit.

**Weekly Base Compensation:** The Employee's Annual Base Compensation divided by fifty-two (52).

### 3. Participation

#### A. Eligible Employees

An Employee shall be eligible to become a Participant in the Plan and receive Severance Benefits only if the Employee experiences a Separation from Service initiated by (i) any MOC Group entity or Affiliate for reasons other than death or Cause or (ii) Employee for Good Reason, in each case during the period commencing on the date of a Change in Control and ending on the date two (2) years following a Change in Control (the "Protection Period"). Employees who meet the requirements in the preceding sentence are referred to as "Eligible Employees" and shall receive a Notice regarding their Separation from Service, which shall advise them of the date scheduled as their Separation from Service Date, except that in the event of a Separation from Service for Good Reason by an Employee, the notice and cure provisions set forth in the Good Reason definition above shall apply instead.

Each Eligible Employee who has an eligible Separation from Service shall be given a form of Waiver and Release.



# Change in Control Severance Benefits Plan

## **B. Participants**

In order to become a Participant, an Eligible Employee must meet the following requirements:

- i. the Employee must execute and timely return to the Plan Administrator or the person designated by the Plan Administrator the Waiver and Release after his or her Separation from Service Date and no later than the earlier of the time specified in the Waiver and Release or end of day on the forty-fifth (45<sup>th</sup>) day following his or her Separation from Service Date;
- ii. the Employee must not revoke his or her Waiver and Release within the time period allowed for revocation after signing it; and
- iii. the Employee must not be disqualified from receiving Severance Benefits pursuant to the provisions of Section 4 below.

A Participant who receives benefits under this Plan is ineligible for and waives any rights to benefits under the Termination Allowance Plan or any other severance plan or arrangement.

## **4. Disqualifying Events**

No Severance Benefits will be paid to an Eligible Employee who otherwise qualifies as a Participant if:

- A. the Employee, for any reason, except for a Separation from Service which is initiated by his or her employer:
  - i. has a Separation from Service prior to the Employee's Target Separation from Service Date or the Employee's Good Reason Intended Separation from Service Date, as applicable; or
  - ii. fails to continue to perform the duties of his or her employment through such Target Separation from Service Date or Good Reason Intended Separation from Service Date, as applicable;
- B. the Employee has a Separation from Service for Cause; or
- C. the Employee experiences a Good Reason event but does not comply with the notice and cure provisions set forth in the Good Reason definition above.

## **5. Cash Severance Benefit and COBRA Benefit**

### **A. Cash Severance Benefit**

An Eligible Employee who qualifies as a Participant under the Plan shall be entitled to a lump-sum cash Severance Benefit (the "Cash Severance

## Change in Control Severance Benefits Plan

Benefit”) in an amount equal to the greater of (i) four (4) weeks of the Participant’s Weekly Base Compensation multiplied by the number of full years of Service credited to the Participant as of his or her Separation from Service Date (with rounding up for partial years of Service) or (ii) four (4) weeks of the Participant’s Weekly Base Compensation multiplied by the ratio of Participant’s Annual Base Compensation to ten-thousand dollars (\$10,000) (rounded up to the nearest tenth), provided in either case of (i) or (ii) that such Cash Severance Benefit shall not be less than thirty-nine (39) weeks of Weekly Base Compensation, nor more than one hundred four (104) weeks of Weekly Base Compensation.

### **B. COBRA Benefit**

Additionally, an Eligible Employee who qualifies as a Participant under the Plan shall be entitled to a lump-sum cash payment equal to the product of twelve (12) and the monthly COBRA Rate in effect at the Employee’s Separation from Service Date for the level of medical, prescription drug, dental and/or vision coverage in which the Employee participated immediately prior to his or her Separation from Service (the “COBRA Benefit”).

### **C. Severance Benefit Limits**

The total of the Cash Severance Benefit and the COBRA Benefit calculated pursuant to paragraphs A and B, respectively, of this Section 5 for a Participant shall be reduced by the amount of any cash compensation payable to the Participant by the MOC Group or its Affiliates on account of the Participant’s Separation from Service pursuant to (i) a written employment agreement with the MOC Group or its Affiliates, (ii) another severance plan or program of the MOC Group or its Affiliates or (iii) any other obligation by the MOC Group or any other individual or entity to provide a payment to such Participant in the event of the Participant’s involuntary Separation from Service with the MOC Group or its Affiliates, including salary or wages payable to the Participant under WARN, but for avoidance of doubt, excluding payment pursuant to any equity award, cash settled long-term incentive award, retention award, annual bonus payout, Savings Plan or other 401(k) plan, retirement plan and/or the Marathon Oil Company Excess Benefit Plan (or successor plan).

## **6. Other Benefits**

An Employee may be entitled to additional benefits provided under plans other than this Plan, and to the extent an Employee is entitled to such benefits, such benefits shall be paid in accordance with the terms of such plan.

## **7. Limitation on Certain Excess Parachute Payments**

Notwithstanding anything herein to the contrary, the Plan Administrator shall reduce the payments, distributions and/or benefits (the “Benefits”) to which an Eligible Employee would otherwise be entitled pursuant to this Plan if the Plan

# Change in Control Severance Benefits Plan

Administrator determines that (A) such Benefits would be subject to the excise tax imposed by Code Section 4999 (the "Excise Tax") and (B) the Eligible Employee would be in a better net-tax position if such Benefits were reduced so that the Excise Tax does not apply. The Plan Administrator may not reduce the Benefits below the maximum level at which the Excise Tax does not apply. Any reduction of Benefits shall be made from the Severance Benefits described in Section 5.

All determinations and calculations required under this Section 7 shall be made at the sole discretion of the Plan Administrator.

## **8. Confidential and Proprietary Business Information & Nonsolicitation Obligations**

Notwithstanding any provision of this Plan to the contrary, an Employee's entitlement to the benefits provided for under this Plan shall be fully subject to the provisions of the Waiver and Release regarding confidential and proprietary business information and non-solicitation.

## **9. Unemployment; Taxes**

Payments under this Plan will not be reduced because of any unemployment benefits an Employee may be eligible to receive under applicable federal or state unemployment laws. Any required income tax withholding and payroll taxes (e.g., FICA, FUTA) shall be deducted from any benefit paid under the Plan.

## **10. When the Severance Benefits Will be Paid**

Within seventy-four (74) days after a Participant's Separation from Service Date, the Participant's Severance Benefits described in Section 5 hereof less applicable deductions and reductions as described herein will be paid to the Participant in a single lump-sum cash payment. Participants receiving Severance Benefits shall not be considered employees of the MOC Group or any Affiliate for any purpose after their Separation from Service Dates.

If a Participant dies after his or her Separation from Service Date and after timely executing and returning to the Company the Waiver and Release (without having timely revoked it) but before receiving his or her Severance Benefits, any Severance Benefits less applicable deductions and reductions as described herein will instead be paid in a single lump-sum cash payment within seventy-four (74) days after a Participant's Separation from Service Date to the Participant's beneficiary (or beneficiaries) designated under the MOC Group's Life Insurance Program covering the Employee on his or her Separation from Service Date, if such beneficiary is living. If no such beneficiary (or beneficiaries) is either so designated or living, such payment will instead be made to the executor of the Participant's estate, in a lump sum as soon as practicable after the Participant's date of death, but in no event later than December 31 of the year following the Employee's death.

# Change in Control Severance Benefits Plan

## **11. Non-Assignment of Severance Benefits**

No benefit under this Plan shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or charge, voluntary or involuntary, by operation of law or otherwise, and any attempt at such a transaction shall be void. Also, no benefit under this Plan shall be liable for or subject to the debts, contracts, liabilities, engagements or torts of the person entitled to it. Notwithstanding the foregoing, the amount of any Severance Benefits otherwise due to a Participant shall be reduced as provided in Section 5 hereof.

## **12. Plan Amendment and Termination**

Marathon Oil Company may at any time amend or terminate this Plan, provided that for a period of two (2) years following a Change in Control (i.e., ending on the second anniversary of the occurrence of the Change in Control), the Plan may not be terminated or amended in a manner adverse to an Employee. Any amendment or termination shall be set out in an instrument in writing and executed by an appropriate officer of Marathon Oil Company.

## **13. Successor Company**

The Company will require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company or any division or subsidiary thereof employing the Eligible Employees to expressly assume and agree to perform this Plan in the same manner and to the same extent that the Company would be required to perform it if no such succession had taken place.

## **14. Claims Procedures**

### **Making a Claim**

If benefits due under this Plan have not been provided within the time frame specified in Section 10 hereof, a Participant must request those benefits in writing from the Plan Administrator. Claims will be evaluated and approved or denied by the Plan Administrator in accordance with the terms of the Plan.

The following paragraphs describe procedures that must be followed by the Plan Administrator in denying a claim, or by a Participant (referred to below as “you”) in appealing the denial of a claim.

For all claims and appeals, the time frame during which a benefit determination must be made begins when the claim or appeal is filed as required by the Plan, even if all of the information necessary to make a benefit determination is not a part of the filing. If the deadline for a decision on a claim or appeal is extended because you did not provide all of the information necessary to decide the claim, the deadline for making the benefit determination will be extended by the length

# Change in Control Severance Benefits Plan

of time that passes between the extension notice and the date on which you provide the requested additional information.

You may not sue for any Plan benefits until you have gone through all of the appeal procedures provided for below.

A Participant may designate an authorized representative to act on his or her behalf for purposes of these Claims Procedures.

## **Denial of a Claim**

If a claim for benefits is denied, you will be given written or electronic notice of the denial within a reasonable period of time after your claim is received. This will not be later than ninety (90) days after the claim was received unless special circumstances require an extension of time for processing. If there is an extension, you will be given written notice of the extension and the reason for the extension within the initial (ninety) 90-day period, and you will also be notified of the date by which the decision is expected to be made. The extension will not extend beyond one hundred eighty (180) days after the original claim was received from you.

Any notice that a claim for benefits has been denied will include:

- the specific reason(s) for the denial;
- the specific provision(s) of the Plan on which the denial is based;
- a description of any additional material or information necessary in order for your claim to be approved, and an explanation of why that material or information is necessary; and
- an explanation of how you can appeal the denial, including a statement of your right to file a lawsuit under ERISA if your claim is denied on appeal.

You can appeal a denied claim by following the procedures described under “Appealing a Denied Claim” below.

## **Appealing a Denied Claim**

If your claim is denied, you can request reconsideration of this claim denial by the Plan Administrator. Your request must be made in writing within sixty (60) days after the date you receive the claim denial. In connection with your appeal, you may provide the Plan Administrator written comments, documents, records and other information relating to your claim for benefits. You also will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits. This includes any such item that:

- was relied on in making a benefit determination;

# Change in Control Severance Benefits Plan

- was submitted, considered or generated in making the benefit determination, regardless of whether it was relied on; and
- demonstrates compliance with administrative processes and safeguards designed to ensure benefit determinations are appropriately made in accordance with the Plan documents.

## **Review of Denied Claim on Appeal**

The Plan Administrator will reconsider any denied claim for which it receives an appeal as set forth above. The Plan Administrator's review must take into account all comments, documents, records, and other information submitted by you relating to the claim, even if this information was not submitted or considered in the initial benefit determination.

The Plan Administrator must make its decision on your appeal within a reasonable period after receiving the appeal, but not later than sixty (60) days after the appeal was received (plus up to an additional sixty (60) days if special circumstances require an extension of the deadline for making a decision on appeal). You will be notified in writing, within sixty (60) days after the date that your appeal was received by the Plan Administrator, if any extension is necessary. That notice will state why the extension is required and the date by which the Plan Administrator expects to make the decision on your appeal.

The decision on your appeal will be provided to you in writing or electronically. If the claim is denied on appeal, the decision will include:

- the specific reason(s) for the denial;
- the specific provision(s) of the Plan on which the denial is based;
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits (as described above under "Appealing a Denied Claim");
- a statement describing any voluntary appeal procedures offered by the Plan and your right to obtain further information about any such procedures; and
- a statement of your right to file a lawsuit under ERISA.

Subject to your right to file a lawsuit under ERISA, the decision on appeal will be final and binding on you, the Plan Administrator and all other interested parties.

## **15. Employee Rights**

Participants (also referred to below as "you") in the Marathon Oil Company Benefit Plans that are subject to the Employee Retirement Income Security

# Change in Control Severance Benefits Plan

Income Act of 1978, as amended (ERISA) are entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

## **Receive Information About Your Plans and Benefits**

Examine, without charge, at the plan administrator's office and at other specified locations, such as worksites, all plan documents governing the plan, including insurance contracts, and a copy of the latest annual reports (Form 5500 Series) filed by the plans with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the plan administrator, copies of documents governing the operation of the plans, including insurance contracts, and copies of the latest annual reports (Form 5500 Series) and updated summary plan descriptions. The administrator may make a reasonable charge for the copies.

Receive a summary of the plans' annual financial reports. The plan administrator is required by law to furnish each participant with a copy of the summary annual reports.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the plans. The people who operate your plans, called "fiduciaries" of the plans, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual reports from the plans and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to one hundred and ten dollars (\$110) a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child



# Change in Control Severance Benefits Plan

support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

## **Assistance With Your Questions**

If you have any questions about your plans, you should contact the respective plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## **16. Code Section 409A**

It is intended that any payment under this Plan be exempt from the provisions of Code Section 409A and the treasury regulations and guidance promulgated thereunder, and shall be interpreted in accordance with such intent.

Notwithstanding any provision of the Plan to the contrary, in the case that the Participant is a "specified employee" as determined by the Company in accordance with its established policy, any payments of deferred compensation within the meaning of Code Section 409A payable to the Participant as a result of his or her Separation from Service (other than death) which would otherwise be paid within six (6) months of his or her Separation from Service shall be payable on the earliest of (i) the date that is one day after the date that is six (6) months after the Participant's Separation from Service Date or (ii) as soon as practicable after the date of the Participant's death, or (iii) if the dates specified in (i) and (ii) fail to comply with the requirements of Code Section 409A, on the earliest date that otherwise complies with the requirements of Code Section 409A.

For purposes of Code Section 409A, each payment made hereunder is considered a separate payment.

## **17. Plan Document Controls**

In the event of any inconsistency between this Plan document and any other communication regarding this Plan, this Plan document controls.

# Change in Control Severance Benefits Plan

## 18. Controlling Law

This Plan is an employee welfare benefit plan under ERISA. This Plan and the Waiver and Release shall be interpreted under ERISA and the laws of the State of Texas, without references to any conflicts of law principles thereof that would require the application of the laws of another jurisdiction, to the extent that state law is applicable.

## 19. General Information

Plan Sponsor: Marathon Oil Company, 990 Town and Country Blvd., Houston, TX 77024 (Telephone: 713-629-6600).

Employer Identification Number of Plan Sponsor:  
**25-1410539**. Plan Number: **528**

Plan Year: The plan year for reporting to governmental agencies and employees shall be the calendar year.

Plan Administrator: The Compensation Committee or Equivalent Committee, as applicable, or a delegate, ATTN: Secretary, 990 Town and Country Blvd., Houston, TX 77024 (Telephone: 713-629-6600). Currently, and until such time as a Change in Control occurs, the Benefits Administrative Committee has been delegated authority to act as the Plan's Plan Administrator; such delegation shall automatically end upon the effective time of a Change in Control.

The Plan Administrator is responsible for the operation and administration of the Plan. The Plan Administrator is authorized to construe and interpret the Plan, in its sole discretion, and its decisions shall be final and binding. The Plan Administrator shall make all reports and disclosures required by law.

Agent for Service of Legal Process: The Compensation Committee or Equivalent Committee, as applicable, or a delegate, ATTN: Secretary, 990 Town and Country Blvd., Houston, TX 77024 (Telephone: 713-629-6600).

Source of Benefits: Payments due under this Plan shall be made by the MOC Group or an Affiliate designated by the MOC Group from the paying company's general assets.

*This amended and restated Plan is effective as of May 28, 2024, and supersedes the prior Plan document.*

**Exhibit A**

**Waiver and Release**

**(Attached)**

**EXHIBIT A**  
**MARATHON OIL COMPANY CHANGE IN**  
**CONTROL SEVERANCE BENEFITS PLAN**  
**WAIVER AND RELEASE**

<b>MARATHON OIL COMPANY CHANGE IN CONTROL SEVERANCE BENEFITS PLAN ("PLAN") WAIVER AND RELEASE ("WAIVER AND RELEASE") MUST BE SUBMITTED NO LATER THAN 45 DAYS FROM DATE RECEIVED AND NOT BE REVOKED TO BE EFFECTIVE</b>
<b>Complete and Sign an Unaltered Waiver and Release as an Eligibility Condition of the Plan</b>
<b>I will receive the severance benefits provided under the terms of the Plan if I timely submit a fully completed, unaltered copy of this Waiver and Release after my employment ends and on or before the date shown above, provided I meet all the other conditions necessary for eligibility to receive benefits under the terms of the Plan and this Waiver and Release, which is a general release. I have received a copy of the Plan, and I have fully reviewed it and understand its provisions. I understand that I will not receive the benefits under the Plan unless I timely sign and return an unchanged copy of this Waiver and Release and do not revoke it. I further understand that the benefits provided by the Plan are more than I would receive if I did not sign this Waiver and Release.</b>

Marathon Oil Company, Marathon Oil Corporation and Marathon Service Company (collectively, the "Employer") agrees to the following Waiver and Release with the individual executing this Waiver and Release below ("Employee") (Employer and Employee are collectively referenced as the "Parties"):

1. **Plan Benefits.** As consideration for Employee's promises in this Waiver and Release, and provided that Employee does not alter, timely executes, and does not revoke this Waiver and Release (as described in Paragraph 3 below), Employer will pay Employee the benefits provided under the terms of the Plan (the "Severance Benefits").
2. **General Release.** Employee, on behalf of himself/herself and his/her heirs, beneficiaries, and personal representatives, releases, acquits and forever discharges Employer and its and their affiliates, and Employer's and its and their affiliates' employee benefit plans, employee compensation plans, plan fiduciaries, insurers, owners, executors, officers, predecessors, employees, former employees, shareholders, directors, partners, attorneys, representatives, agents, successors and assigns, and all other persons, firms, partnerships, or corporations in control of, under the direction of, or in any way presently or formerly affiliated or associated with Employer and all of its and their direct or indirect parents, subsidiaries and affiliates (collectively, the "Marathon Group"), of and from all claims, charges, complaints, liabilities, obligations, promises, agreements, contracts, damages, actions, causes of action, suits, accrued benefits or other liabilities of any kind or character, whether known or hereafter discovered, arising from or in any way connected with or related to Employee's employment with Employer and/or

Employee's termination of employment with Employer, including, without limitation, allegations of wrongful termination, discrimination, retaliation, breach of contract, promissory estoppel, retaliatory discharge, constructive discharge, discharge in violation of any law, statute, regulation, or ordinance providing whistleblower protection, discharge in violation of public policy, intentional infliction of emotional distress, negligent infliction of emotional distress, defamation, harassment, sexual harassment, invasion of privacy, any action in tort or contract, any violation of, and any and all claims under, any federal, state, foreign or local law, including, without limitation, any violation of, and any and all claims under, Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, the Civil Rights Act of 1866, 42 U.S.C. § 1981, the Equal Pay Act, 29 U.S.C. § 206, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*, the Americans with Disabilities Act, 42 U.S.C. § 12101, *et seq.*, the Family and Medical Leave Act, 29 U.S.C. § 2601, *et seq.*, the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, the Sarbanes-Oxley Act, 18 U.S.C. § 1514A, *et seq.*, the Worker Adjustment and Retraining Notification Act, 29 USC §2101, *et seq.*, the Texas Commission on Human Rights Act, Tex. Lab. Code § 21.001, *et seq.*, the Texas Workers' Compensation Act, Tex. Lab. Code § 451.00, *et seq.*, Texas Payday Law, Tex. Lab. Code § 61.011, *et seq.*, Texas Uniform Trade Secrets Act (TUTSA) (Tex. Civ. Prac. & Rem. Code Ann. §§ 134A.001 to 134A.008), Jury Duty Leave (Tex. Civ. Prac. & Rem. Code Ann. §§ 122.001 to 122.003), Military Service Leave (Reemployment After Leave) (Tex. Gov't Code Ann. § 437.204), or any comparable state law for the state where Employee currently resides or performs services for the Marathon Group, all as amended and including all of their respective implementing regulations, as well as any other employment or civil rights act, and any and all claims for pay, accrued but unused vacation, paid time off, reimbursement, contribution, severance pay, or benefits under any compensation or employee benefit plan, program, policy, contract, agreement or other arrangement of the Marathon Group (collectively, the "General Release"). THIS WAIVER AND RELEASE INCLUDES MATTERS ATTRIBUTABLE TO THE SOLE OR PARTIAL NEGLIGENCE (WHETHER GROSS OR SIMPLE) OR OTHER FAULT, INCLUDING STRICT LIABILITY, OF ANY MEMBER OF THE MARATHON GROUP. A release of claims under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 *et seq.*, as amended by the Older Workers' Benefits Protection Act, 42 U.S.C. §§ 1981, 1983, 1985 (collectively, the "ADEA") is provided for in Paragraph 3 below. This Waiver and Release excludes any claim for unemployment compensation, and any claim for workers' compensation benefits, any rights with respect to vesting of equity awards outstanding under the terms of any applicable award agreements issued under an incentive plan sponsored by the Employer and to which Employee is a party, any benefits that Employee is entitled to receive under any Employer plan that is a qualified plan under IRC § 401(a) or is a group health plan subject to the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), to the extent Employee properly elects and pays for such COBRA continuation coverage, and any right of Employee to indemnification and continued coverage under Employer's directors' and officers' liability insurance policy(ies); and this General Release does not waive rights not permitted to be waived by law, including those rights identified in Paragraph 4 below. Employee certifies that Employee has no unreported claims for on-the-job injuries and no claim for any unpaid or back wages, nor is Employee aware of such claims by other employees.

3. ***ADEA RELEASE AND RIGHTS UNDER THE OLDER WORKERS BENEFIT PROTECTION ACT.*** EMPLOYEE, ON BEHALF OF HIMSELF/HERSELF AND HIS/HER HEIRS, BENEFICIARIES, AND PERSONAL REPRESENTATIVES, RELEASES, ACQUITS AND FOREVER DISCHARGES THE MARATHON GROUP FROM ANY AND ALL CLAIMS, CHARGES, OR CAUSES OF ACTION UNDER THE ADEA ARISING ON OR BEFORE EMPLOYEE'S EXECUTION OF THIS RELEASE (THE "ADEA RELEASE"). EMPLOYEE FURTHER ACKNOWLEDGES AND AGREES THAT:

- A. THIS RELEASE, WHICH INCLUDES THE ADEA RELEASE, WAS NEGOTIATED AT ARMS-LENGTH.
- B. THIS RELEASE, WHICH INCLUDES THE ADEA RELEASE, IS WORDED IN A MANNER THAT EMPLOYEE FULLY UNDERSTANDS.
- C. EMPLOYEE SPECIFICALLY WAIVES ANY RIGHTS OR CLAIMS UNDER THE ADEA.
- D. EMPLOYEE KNOWINGLY AND VOLUNTARILY AGREES TO ALL OF THE TERMS SET FORTH IN THIS RELEASE, WHICH INCLUDES THE ADEA RELEASE.
- E. ANY CLAIMS, INCLUDING UNDER THE ADEA, THAT MAY ARISE AFTER EMPLOYEE'S EXECUTION OF THIS RELEASE ARE NOT WAIVED.
- F. THE RIGHTS AND CLAIMS WAIVED IN THIS RELEASE, WHICH INCLUDES THE ADEA RELEASE, ARE IN EXCHANGE FOR CONSIDERATION OVER AND ABOVE ANYTHING TO WHICH EMPLOYEE WAS ALREADY UNDISPUTEDLY ENTITLED.
- G. EMPLOYEE HAS BEEN, AND HEREBY IS, ADVISED IN WRITING TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTING THIS RELEASE, INCLUDING THE ADEA RELEASE, AND HAS HAD AN OPPORTUNITY TO REVIEW THE RELEASE WITH EMPLOYEE'S ATTORNEY.
- H. EMPLOYEE HAS BEEN GIVEN A PERIOD OF UP TO 45 DAYS AFTER RECEIVING THIS RELEASE TO CONSIDER THIS RELEASE, WHICH INCLUDES THE ADEA RELEASE, PRIOR TO EXECUTING IT. EMPLOYEE FURTHER AGREES THAT ANY CHANGES IN THE TERMS OF THIS RELEASE, WHETHER MATERIAL OR IMMATERIAL, SHALL NOT AFFECT OR RESTART THE ABOVE-REFERENCED 45-DAY CONSIDERATION PERIOD.
- I. EMPLOYEE HAS BEEN GIVEN A PERIOD OF 7 DAYS FROM THE DATE OF EMPLOYEE'S EXECUTION OF THIS RELEASE TO REVOKE THIS RELEASE. THIS RELEASE WILL NOT BECOME EFFECTIVE OR ENFORCEABLE, AND THE SEVERANCE BENEFITS WILL NOT BECOME PAYABLE, UNTIL AFTER THE 7-DAY REVOCATION PERIOD HAS EXPIRED WITHOUT EMPLOYEE'S REVOCATION.
- J. ANY REVOCATION OF THIS RELEASE MUST BE IN WRITING AND PRESENTED BEFORE THE CLOSE OF BUSINESS WITHIN 7 DAYS FROM THE DATE OF EMPLOYEE'S EXECUTION OF THIS RELEASE VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED – ATTN: GENERAL COUNSEL, MARATHON OIL COMPANY, 990 TOWN & COUNTRY BLVD., HOUSTON, TX

K. NOTHING IN THIS RELEASE IS INTENDED TO INTERFERE WITH OR DETER: (I) EMPLOYEE'S RIGHT TO CHALLENGE THE WAIVER OF A CLAIM UNDER THE ADEA OR STATE AGE DISCRIMINATION LAW; (II) THE FILING OF AN ADEA CHARGE OR COMPLAINT OR STATE LAW AGE DISCRIMINATION CHARGE OR COMPLAINT WITH THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION ("EEOC") OR ANY STATE DISCRIMINATION AGENCY OR COMMISSION; OR (III) PARTICIPATING IN ANY INVESTIGATION OR PROCEEDING CONDUCTED BY THOSE AGENCIES. FURTHER, EMPLOYEE UNDERSTANDS THAT NOTHING IN THIS RELEASE WOULD REQUIRE EMPLOYEE TO TENDER BACK THE SEVERANCE BENEFITS IF EMPLOYEE SEEKS TO CHALLENGE THE VALIDITY OF THE ADEA OR STATE LAW AGE DISCRIMINATION WAIVER, NOR DOES THE EMPLOYEE AGREE TO RATIFY ANY ADEA OR STATE LAW AGE DISCRIMINATION WAIVER THAT FAILS TO COMPLY WITH THE OLDER WORKERS' BENEFIT PROTECTION ACT BY RETAINING THE SEVERANCE BENEFITS. FURTHER, EXCEPT AS AUTHORIZED BY FEDERAL OR STATE LAW, NOTHING IN THIS RELEASE IS INTENDED TO REQUIRE EMPLOYEE TO PAY DAMAGES, ATTORNEYS' FEES, OR COSTS TO EMPLOYER SHOULD EMPLOYEE CHALLENGE THE WAIVER OF AN ADEA OR STATE LAW AGE DISCRIMINATION CLAIM OR FILE AN ADEA OR STATE LAW AGE DISCRIMINATION SUIT.

4. ***Rights Not Waived.*** Employee represents that he/she has not filed any charges, complaints, or other proceedings against any of the Marathon Group that are presently pending with any federal, state, or local court or administrative or governmental agency. Notwithstanding Employee's broad release of liability, nothing in this Waiver and Release should be construed as requiring a waiver of any unwaivable rights guaranteed by law, and nothing in this Waiver and Release prevents Employee from: (a) filing any claim that is not legally waivable (including a challenge to the validity of this Waiver and Release) with a court, the EEOC, the National Labor Relations Board ("NLRB"), or any other administrative or governmental agency; (b) participating in any investigation or proceeding conducted by the EEOC, the NLRB, or any other administrative or governmental agency; or (c) otherwise participating in protected concerted activity. In addition, nothing in this Waiver and Release prohibits Employee from reporting possible violations of federal law or regulation to any government agency or entity, making other disclosures that are protected under whistleblower provisions of law, or receiving an award or monetary recovery pursuant to the Securities and Exchange Commission's ("SEC") whistleblower program. Employee does not need Employer's prior authorization to make such reports or disclosures, and is not required to notify Employer that he/she has made any such SEC report or disclosure. Nevertheless, to the extent permitted by law, Employee understands and agrees that Employee is waiving any and all rights to recover any monetary or personal relief or recovery as

---

<sup>1</sup> Note to Form: For group terminations, to be included for employees 40 or older: "Employee has been provided with, and attached to this Waiver and Release is, a listing of (i) the job titles and ages of all employees selected for participation in the exit incentive program or other employment termination program pursuant to which Employee is being offered this Waiver and Release; (ii) the job titles and ages of all employees in the same job classification or organizational unit who were not selected for participation in the program; and (iii) information about the unit affected by the program, including any eligibility factors for such program and any time limits applicable to such program."



a result of any EEOC, NLRB, IRS, DOL, or other state or local agency proceeding or subsequent legal actions.

5. ***Termination of Employment.*** Employee acknowledges that his/her employment is being terminated with Marathon Oil Company or one of the companies of the Marathon Group, and as of such termination, Employee no longer has any employment relationship with any member of the Marathon Group.

6. ***Complete Release.*** Employee understands and agrees that this is a full, complete, and final release of Marathon Group, except as otherwise described in this Waiver and Release, to the extent permitted under the law. Employee understands and agrees that Employee is releasing any and all claims under any employment agreement with the Marathon Group, whether written or oral, any amendment to same, and under any offer letter.

7. ***No Admission of Liability.*** The consideration cited above and the promises contained in this Waiver and Release are not to be construed as an admission of liability or as evidence of unlawful conduct by Employer, all liability being expressly denied.

8. ***Complete Agreement and Continuing Obligations.*** This Waiver and Release will supersede any and all obligations any Marathon Group party might otherwise owe to Employee. However, nothing in this Waiver and Release relieves Employee of Employee's continuing obligations to Employer under federal, state, or local law or any agreement between Employee and Employer regarding any Employee obligations intended to survive the termination of Employee's employment with the Employer, including, without limitation, any applicable confidentiality, non-competition, non-solicitation, property return, intellectual property, or invention assignment (collectively, "Continuing Obligations"). No other promises or representations have been made to Employee by Employer or any other person purporting to act on behalf of Employer, except as expressly stated in this Waiver and Release, and this Waiver and Release, and any Continuing Obligations, constitute the entire understanding and agreement between the Parties, and may only be modified or amended in a signed writing by both Parties.

9. ***Disability.*** Employee confirms that Employee is not presently affected by any disability that would prevent Employee from knowingly and voluntarily entering into this Waiver and Release. Employee also confirms that Employee's promises in this Waiver and Release are not made under duress, coercion, or undue influence.

10. ***Full Payment.*** Other than Employee's final paycheck and severance payment pursuant to this Waiver and Release, Employee represents, warrants, and agrees that Employee has received full and timely payment of all wages, salary, overtime pay, commissions, bonuses, other compensation, remuneration, and benefits that may have been due and payable by the Marathon Group and that Employee has been appropriately and fully paid for all time worked.

11. ***Severability; Headings.*** If any portion of this Waiver and Release is held invalid or inoperative, the other portions of this Waiver and Release shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The paragraph headings in this Waiver and Release are for

reference purposes only and are not intended in any way to describe, interpret, define, or limit the extent or intent of the Waiver and Release or of any part the Waiver and Release.

12. ***Governing Law/Exclusive Venue.*** THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PROVISIONS. EMPLOYER AND EMPLOYEE FURTHER AGREE THAT THE EXCLUSIVE VENUE OF ANY SUIT TO RESOLVE ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATED TO THIS RELEASE, EMPLOYEE'S EMPLOYMENT, AND/OR THE TERMINATION OF EMPLOYEE'S EMPLOYMENT WITH EMPLOYER SHALL BE IN THE STATE OR FEDERAL COURTS LOCATED IN HARRIS COUNTY, TEXAS.

13. ***Injunctive Relief.*** Employee agrees and acknowledges that Employer and/or any other member of the Marathon Group would suffer irreparable harm, incur substantial damage, and would not have an adequate remedy at law for money damages if Employee breached this Waiver and Release. Accordingly, Employee acknowledges that, without the necessity of proving actual damages or posting bond or other security, each member of the Marathon Group is entitled to temporary restraining order(s) and/or temporary or permanent injunction(s) to prevent breaches of this Waiver and Release and to provide for specific enforcement of this Waiver and Release, in addition to any other remedies to which such Marathon Group member may be entitled, at law or in equity, and all attorneys' fees and costs such Marathon Group member incurs in obtaining such relief. Each member of the Marathon Group may pursue any remedy available, including declaratory relief, concurrently or consecutively in any order, as to any breach, violation, or threatened breach or violation of any of the provisions set forth in this Waiver and Release, and the pursuit of any particular remedy is not to be deemed an election of remedies or waiver of the right to pursue any other remedy.

14. ***No Guarantee of Tax Consequences.*** Employer makes no commitment or guarantee to Employee that any federal, state, local or other tax treatment will (or will not) apply or be available to any person eligible for benefits under the Plan or this Waiver and Release. Employer assumes no liability whatsoever for the tax consequences to Employee or to any other person eligible for benefits under the Plan or this Waiver and Release.

15. ***Counterparts.*** DocuSign execution and transmission of this Waiver and Release shall be deemed to constitute due and sufficient delivery of this Waiver and Release, and such DocuSign signature shall be deemed an original signature for purposes of enforcement and construction of this Waiver and Release.

16. ***Confidentiality – Employer Information.*** As part of the consideration provided in this Waiver and Release, Employee agrees to keep confidential, and not to use or disclose to any third party, Employer's confidential and proprietary information, including, without limitation, all methods or practices of doing business, and all information related to Employer's prospects, pricing, research, production, customers, owners, employees, suppliers, and vendors. Further, Employee represents and agrees that Employee has not taken with him/her or retained any property, confidential information, trade secrets, documents, or other materials or data belonging to Employer, and any such materials that may have been in Employee's possession, custody, or control at any time have been returned to Employer by Employee, and any such data or information has been removed from any computer or other device belonging to Employee,

and any and all other copies of such information, data, or materials have been deleted or disposed of by Employee. Employee agrees, to the extent not already done, that Employee will return to Marathon Group all originals and copies of any files, memoranda, documents, records, credit cards, keys and any other Marathon Group property in Employee's possession no later than the last day of Employee's employment.

17. ***Assignment of Work Product/Works for Hire.*** Employee acknowledges and agrees that any work product prepared, conceived, or developed by Employee during the term of his/her employment with Employer, including, without limitation, all written documents and electronic data pertaining thereto, is and shall remain the exclusive property of Employer, and will be considered proprietary information subject to the terms of Section 16 of this Waiver and Release. Employee agrees that when appropriate, and on written request of Employer, Employee will acknowledge that his/her work product constitutes "works for hire" and will cooperate in the filing for patents or copyrights with regard to any or all such work product and will sign documentation necessary to evidence Employer's ownership of such work product. Employee understands that nothing in this Section 17 shall apply to work product that Employee developed entirely on his/her own time without using Employer's equipment, supplies, facilities, or trade secret information, except for those inventions that either: (i) relate at the time of conception or reduction to practice of the invention to Employer's business, or actual or demonstrably anticipated research or development of Employer; or (ii) result from any work performed by Employee for Employer.

18. ***Cooperation.*** Employee promises to cooperate fully in any investigation that the Marathon Group undertakes into matters that occurred during Employee's employment. Employee understands that nothing in this document prevents Employee from cooperating with any United States or other government investigation. Employee agrees that he/she will promptly and fully respond to all inquiries from the Marathon Group or its representatives relating to any lawsuit with respect to which Employee has relevant information. Employee also agrees to testify in connection with any such lawsuit should the Marathon Group request that Employee does so. To the extent Employee incurs out-of-pocket expenses (such as postage costs or telephone charges) in assisting the Marathon Group in response to such a request, the Marathon Group will mail Employee a reimbursement check for those expenses within 60 days after it receives Employee's request for payment and satisfactory written substantiation of the claimed expenses.

19. ***Non-Solicitation.*** Employee agrees that he/she will not, directly or indirectly, on Employee's own behalf or on behalf of another person or entity, recruit or solicit or aid another party in recruiting or soliciting for employment or engagement of any employee or contractor of Marathon Oil Company or the Marathon Group or its affiliates for a period of one (1) year after this Waiver and Release becomes irrevocable. Employee understands that the Marathon Group retains the right and remedy to have this provision specifically enforced by any court of competent jurisdiction, it being agreed that any breach or threatened breach of this Paragraph would cause irreparable injury to the Marathon Group and that money damages would not provide an adequate remedy to the Marathon Group.

20. ***Notice of Immunity Under the Economic Espionage Act of 1996, as amended by the Defend Trade Secrets Act of 2016 ("DTSA").*** Employee will not be held criminally or civilly liable under any federal or state law for any disclosure of a trade secret that: (i) is made in confidence

to a federal, state, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If Employee files a lawsuit for retaliation by Employer for reporting a suspected violation of law, Employee may disclose Employer's trade secrets to his/her attorney and use the trade secret information in the court proceeding if Employee files any document containing the trade secret under seal and does not disclose the trade secret, except pursuant to court order.

***PLEASE READ THIS RELEASE CAREFULLY. IT CONTAINS A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS. YOU ARE ADVISED TO CONSULT WITH AN ATTORNEY (AT YOUR OWN EXPENSE) BEFORE SIGNING THIS WAIVER AND RELEASE.***

**PLEASE PRINT YOUR NAME AND EMPLOYEE NUMBER WHEN SIGNING THE WAIVER AND RELEASE. DOCUMENTS SHALL BE EXECUTED AND TRANSMITTED VIA DOCUSIGN.**

<b>I ACKNOWLEDGE THAT I HAVE READ THIS GENERAL RELEASE, I UNDERSTAND IT, AND I AM VOLUNTARILY SIGNING IT.</b>
---

\_\_\_\_\_  
**Employee Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Employee Name**

\_\_\_\_\_  
**Employee Number**