



FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
 FUELMAN FLEET CARD CLIENT AGREEMENT

Summary of Rates, Fees, and Other Costs

<p>We hope you enjoy your new Fuelman Fleet Card. FLEETCOR is committed to pricing transparency and providing all customers with a market-leading fleet card experience. To learn more about the features, benefits, rates, fees, and terms summarized below, please call us at 770-326-2716.</p>		
Category	Standard Program Fees & Term	For Details
<p><i>Our program provides you with a suite of market-leading features and services. There are three different program bundles that let you tailor the program to your needs and maximize choice.</i></p>		
Card Program	<ul style="list-style-type: none"> Regular Card Program: \$5.99 per Card per month, minimum \$25 per month Plus Card Program: \$8.99 per Card per month, minimum \$40 per month Premium Card Program: \$12.99 per Card per month, minimum \$60 per month 	Section 4.1
Term	This contract has no fixed term. You can stop using the program at any time with notice to us and no closing fees. Any outstanding balance must be paid	Section 7.10
Category	Payment Guidelines & Requirements	For Details
<p><i>We provide several convenient ways for you to pay the balance on your account.</i></p>		
Payment Cut-Off Time	<ul style="list-style-type: none"> Payments must be received by 8pm ET to be credited same day Mailed check payment and supplied remittance coupon must be sent in the envelope provided to be credited on date received 	Section 6.1-6.2
Billing Cycle	<ul style="list-style-type: none"> \$0 weekly or bi-weekly Billing Cycle Depending on eligibility, we may offer you a monthly Billing Cycle option. If you select the monthly billing option, a fee of 2% of the Statement amount will apply 	Section 5.1
Payment Options	<ul style="list-style-type: none"> \$0 for check, online account management, automated phone, or ACH payment \$15 per representative-assisted Check-by-Phone payment 	Section 6.2-6.5
Expedited Card Delivery	<ul style="list-style-type: none"> \$35 per expedited Card order for overnight delivery 	Section 7.11
Category	Network Pricing	For Details
<p><i>We provide access to a market-leading fuel network to make it easy to find fuel fast. A charge will apply at select fuel sites should you choose to use them.</i></p>		
Extended Network Pricing	<ul style="list-style-type: none"> \$3 per transaction at select sites/merchants 	Section 4.4
Category	Late Payment & Risk-based Pricing	For Details
<p><i>Please note that the Fuelman Fleet Card is a charge-card program and that any outstanding balance must be paid in full by the Due Date printed on the Statement.</i></p>		
Risk-based Pricing	<ul style="list-style-type: none"> 30¢ per gallon 	Section 4.2
Late Payment	<ul style="list-style-type: none"> Greater of \$99 or 14.99% of the New Balance 	Section 5.2
Interest Charge for Late Payment	<ul style="list-style-type: none"> If prior balance is not paid in full on time, 0.088% of average daily balance multiplied by the number of days in the Billing Cycle 	Section 5.2
Returned Payment	<ul style="list-style-type: none"> \$50 per occurrence 	Section 6.6

DEFINITIONS & ACCEPTANCE TERMS

- 1 **Definitions.** *Account* means the *FLEETCOR* Fuelman account established for you and any account created via an addendum to this Agreement. *Agreement* means this document, the application (if any) you completed when applying for the Account, the approval letter (if any) we sent to you that approves your application, and any addendum to this Agreement. In the event of a conflict between any such other document and this document, this document will control unless specifically provided otherwise in the other document. *Authorized Representative* means the person(s) identified as your representative(s) on your application for this Account. *Bank Account* means any business bank account that you have designated on the Application or by written notice to us for electronic fund (EFT), automated clearinghouse (ACH), or other electronic transfers of money to pay amounts due on your Account. *Billing Cycle* means the period of time for which transactions will be accepted and a Statement for the Account will be provided. *Card* or *Cards* means the *FLEETCOR* Fuelman fleet card or cards issued to you. *Cardholder* means the person presenting the Card to a merchant. *Client* and *you* and *your* mean the business entity that applied for this Account. *Credit/Spend Limit* means the maximum amount of credit that we will extend to your Account. *Daily Amount* means the amount incurred for all transactions on a calendar day. *Due Date* means the date upon which your payment is due to us as stated next to the Amount Due/Total Amount Due on your Statement or as otherwise stated by *FLEETCOR*. *FLEETCOR* and *we* and *our* and *us* mean *FLEETCOR* Technologies Operating Company, LLC, a Louisiana limited liability company. *Guarantor* means the person(s) identified on your application or a separate guaranty document (if any) who guarantees as an additional obligor that you, as the principal obligor, will comply with this Agreement and pay all amounts owed to us. *Statement* means the billing statement for the Account provided at the end of each Billing Cycle.
- 2 **Acceptance.** Upon your first use of a Card, you will be deemed to have accepted this Agreement, and you and *FLEETCOR* will be deemed to have entered into this Agreement. We may change the terms of this Agreement at any time by giving you written notice of such changes. You shall be deemed to have accepted such changes by continued use, after the effective date of the changes, of any of Card issued to you on this Account.

COST & PAYMENT TERMS

- 3 **Purchases and Pricing.**
- 3.1 **Title.** When you use a Card to purchase fuel, title to the fuel passes from us to you when dispensed (when fuel leaves the fuel dispensing nozzle), except as otherwise provided by applicable law. When you use a Card to purchase any non-fuel product or service, title to the non-fuel product or service passes directly from the merchant to you. We take no title to non-fuel products or services.
- 3.2 **Verification of Merchant Locations.** You acknowledge that not all retail locations selling fuel and maintenance accept Fuelman Cards. If you are uncertain as to whether a location is able to accept the cards, you should visit the online site locator at fuelman.com/sitelocator.
- 3.3 **Methodology.** We establish competitive local market fuel and maintenance transaction prices for the *Fuelman FleetCard* program based on a variety of factors (e.g., product costs, purchase volume, market conditions). Transaction pricing can be Merchant Retail-Based, Merchant National Account-Based, Fuelman Cost-Based, Universal Pricing (as described in Sections 3.4 – 3.7 below), or a combination thereof. The pricing methodology can vary by product type and was disclosed to you in the application you completed when applying for the Account, the approval letter we sent to you that approves your application, and/or subsequent written notification. Additional charges/fees and/or discounts may apply based on your agreed-upon program.
- 3.4 **Merchant Retail-Based Pricing.** Your price for each fuel or maintenance transaction is equal to the prevailing merchant location's retail price plus or minus a fixed adjustment factor but never below *FLEETCOR* cost. In the event there is no established retail price (e.g., unattended fueling sites, mobile refueling), the retail price will be established by *FLEETCOR*.
- 3.5 **Merchant National Account-Based Pricing.** Your price for each fuel or maintenance transaction is equal to the merchant's prevailing national account price.
- 3.6 **Fuelman Cost-Based Pricing.** Your price for each fuel or maintenance transaction is equal to *FLEETCOR*'s delivered cost plus a mark-up. *FLEETCOR*'s cost is dependent on a variety of factors and can include any or all of the following components: wholesale cost; merchant freight; dealer adjustment; network operation costs; merchant commission; and applicable taxes. Under no circumstance will your price be below *FLEETCOR*'s cost.
- 3.7 **Universal Pricing.** Your price for each fuel or maintenance transaction is equal to an index price established by surveying a subset of transactions in the fueling area. This index can vary from posted retail price and may include a mark-up, but will never be below *FLEETCOR* cost. The mark-up and index calculation basis may vary by region and can change at any time.
- 4 **Program and Other Fees.**

- 4.1 **Standard Program Fees.** You selected a feature package during the application and account setup process, and you may change your feature package at any time by contacting customer service. Depending on your selection, we will charge, and you have agreed to pay, five dollars and ninety-nine cents (\$5.99) per Card per month with a minimum charge of twenty-five dollars (\$25) per month for the *Regular* feature package, eight dollars and ninety-nine cents (\$8.99) per Card per month with a minimum charge of forty dollars (\$40) per month for the *Plus* feature package, or twelve dollars and ninety-nine cents (\$12.99) per Card per month with a minimum charge of sixty dollars (\$60) per month for the *Premium* feature package. Depending on your selection, your feature package includes:
- (a) **Customer Service.** All accounts receive 24/7 access to our online account management system and customer service. *Plus* and *Premium* accounts also receive access, when available, to customer service representatives designated to serve *Plus* and *Premium* members and priority (i.e., “Skip-the-Line”) treatment intended to reduce wait times.
 - (b) **Roadside Assistance.** All accounts receive 24/7/365 roadside assistance provided by National Automobile Club (NAC), which offers a nationwide vendor network offering lock out, tire change, towing, fuel delivery, battery, and mechanical first aid services.
 - (c) **Reporting and Analytics.** All accounts receive detailed transaction reporting by vehicle and driver. *Plus* and *Premium* accounts also receive additional analytics tools that summarize fuel spend trends with easy-to-read graphs and dashboards, enabling users to configure alerts and identify any card and transaction that has triggered an alert, and score fuel transactions based on the best available purchase options. *Premium* accounts also receive access to OneLook, a flexible, enhanced dashboard and data analytics reporting solution that tracks spending in various ways, including by gallons, spend, discounts, merchants (chains and sites), drivers, and products.
 - (d) **Maintenance.** *Plus* and *Premium* accounts receive access to the Fuelman Maintenance program powered by CarAdvise, a market-leading maintenance provider. For additional detail about the maintenance program provided in the *Plus* and *Premium* programs, see the Fuelman Maintenance Program Addendum below.
 - (e) **Fraud Protection.** To help prevent fraudulent transactions, all accounts receive access to real-time transaction monitoring and email alerts about suspicious transactions (“Fraud Protection Alerts”). Accounts with 10 or more cards issued are covered for losses that result from fraudulent activity only if they are enrolled in the *Plus* or *Premium* programs. *Plus* and *Premium* accounts with 10 or more cards issued are covered for losses that result from fraudulent activity, including skimmed, lost, or stolen cards, up to the lesser of \$10,000 per compromised card or \$25,000 per Account per calendar year. *Plus* and *Premium* accounts also receive identify theft monitoring services, including dark web scans for compromised business identities and identity restoration services. For additional detail of the fraud protection provided in the *Plus* and *Premium* programs, see the Fraud Protector Addendum below.
 - (f) **Rewards.** All *Regular*, *Plus*, and *Premium* accounts earn points for eligible fuel gallons purchased with Cards. Points can be redeemed through our online loyalty platform for travel, gift cards, and merchandise. Redemption requests are not reversible. To receive points, your Statement must be paid in full and on time. Points expire if they are not used within 12 months, or if the account has been inactive (i.e., no card has transacted) for any continuous 3-month period. *Regular* and *Plus* accounts earn 1 point per eligible gallon purchased. *Premium* accounts earn 2 points per eligible gallon purchased. For details, please visit <https://loyalty.reward-headquarters.com/31933000005104/home>.
- 4.2 **Risk-based Pricing.** We may deem you to be a High Credit Risk Account if: (a) twelve (12) or more months after account setup, your commercial credit score is below six hundred (600); (b) twelve (12) or more months after account setup, your consumer credit score is below six hundred and seventy (670); and/or (c) you incur one or more late fee in any 12-month rolling period. If your Account is deemed a High Credit Risk Account, you agree to pay Risk-based Pricing, which is an incremental thirty cents (\$0.30) per gallon fee. Risk-based Pricing remains in effect until such time that your Account is no longer considered a High Credit Risk Account. Beginning twelve (12) months after account setup, we will review each High Credit Risk Account at least once every three (3) months for changes in creditworthiness used for criteria (a) and (b) above. This decision is made in our sole discretion based on information provided by the credit reporting agency along with the Account’s payment history. The credit reporting agency does not participate in the decision. Your questions concerning your commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly: (i) Dun & Bradstreet at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078; or (ii) Equifax at 800-727-8495 or sbfe@equifax.com; or (iii) Experian Consumer at: 888-397-3742 or online at www.experian.com/reportaccess; or (iv) Experian Business at 888-211-0728 or online at <https://www.experian.com/small-business/business-credit-information>.

4.3 Rebate/Volume Discount. The rebate program, if applicable to you, is available only if your Account is open, is not in default of the payment terms provided in this Agreement, and is not subject to Risk-based Pricing. Rebates will be credited to your Account on a quarterly basis. Aviation, bulk fuel, and international fuel purchases as well as transactions at non-qualifying gasoline merchants are excluded from the rebate program.

4.4 Extended Network Pricing. We will charge an Extended Network Pricing for the use of select sites/merchants. The added charge to use these sites/merchants will be three dollars (\$3.00) per transaction. The list of sites/merchants not subject to Extended Network Pricing is available at www.fuelman.com/sitelocator.

5 **Billing.**

5.1 Billing. Your Billing Cycle was agreed upon during the application and account setup process. Depending on eligibility, we may offer you a monthly Billing Cycle option. If you choose the monthly Billing Cycle option, a fee equal to 2% of the Statement amount will apply to each Statement. We may shorten your Billing Cycle at any time by providing you with written notice; if we shorten your Billing Cycle from monthly billing (or if you call us to shorten your Billing Cycle from monthly billing), charges for monthly billing will stop. You must notify us of a change in your address by contacting customer service by telephone or mail. We will mail or deliver a Statement to only one address.

5.2 Amount Due/Total Amount Due. The total outstanding balance (the amount you owe us) appears as the "Amount Due" or "Total Amount Due" on your Statement.

- (a) **Payments:** *This is not a revolving credit account. The Amount Due/Total Amount Due shown on each account statement is due and payable by the due date shown on the statement.* The Amount Due/Total Amount Due includes current transactions, applicable service fees, amounts past due, late fees, charges for returned checks, and other applicable charges. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement.
- (b) **Late Fee:** For each billing period for which the Amount Due/Total Amount Due is not received by the Due Date, you agree to pay a late fee equal to (i) the greater of (a) ninety-nine dollars (\$99) or (b) 14.99% of the New Balance, or (ii) the maximum amount permitted under applicable law, whichever is less.
- (c) **New Balance:** To determine the New Balance for the purposes of calculating late fees, we start with the Amount Due/Total Amount Due on the Statement for which the payment is late. Any purchases and other debits posted to the Account through the end date of the current (next succeeding) Statement may be added to this amount. We then add the appropriate fees and make other applicable adjustments. Interest charges and fees become part of the principal obligation for subsequent billing periods.
- (d) **Interest Charge for Late Payment:** If you do not pay the Amount Due/Total Amount Due by the Due Date, you agree to pay an interest charge equal to the daily periodic rate on the daily balance. The total periodic interest charge for each billing period is the sum of the daily periodic rate charges for each day in the billing period. Periodic interest charges on purchases will begin to accrue from the date the purchase is added to the daily balance, as described below, and continue to accrue until payment in full is credited to the Account. The daily periodic rate during each billing period will be 0.088% of the average daily balance, or not more than the maximum rate permitted by applicable law.
- (e) **Daily Balance Calculation:** To calculate the daily balance for each day, take the beginning balance on the Account, including any accrued but unpaid interest charges and other fees through the previous day, add any new purchases, or debit adjustments, and subtract any payments, credits, or credit adjustments. Purchases are included in the daily balance as of the later of the date of the transaction or the first day of the billing period in which the purchase is entered on the Account. However, if you pay the Amount Due/Total Amount Due shown on the previous billing statement in full on or before the Due Date shown on that Statement, new purchases will not be included in the daily balance for purposes of interest calculations until the next payment due date.

6 **Payment Methods.** The following terms apply to each of the following payment methods.

6.1 Due Date / Payment Cut-Off Time. If received by 8:00 p.m. Eastern Time on a business day (Monday through Friday of each week, excluding banking holidays), conforming check payments (as defined in Section 6.2 below), client -initiated online payments, and pay-by-phone payments will be credited to your Account as of the date received, otherwise such payments will be credited to your Account the next business day.

6.2 Client Check. You may submit payment by valid check. To be considered a conforming check payment, it must be recognized by the lockbox facility as "conforming," which requires the following criteria: a single check without check skirt; sent in the envelope provided by us; with the remittance coupon (from the lower portion of the Statement); one check per Account per Statement. Non-conforming check payments will be credited to your Account as of the next business day or the first day that we can identify the account to which the check belongs, but in any event no later than five (5) business days after receipt.

- 6.3 Client-Initiated Online Payment. You may submit payment via the online account management system.
- 6.4 Pay-by-Phone. We may initiate, at your request, payment by phone either through a customer service representative or Interactive Voice Response (IVR) system. We will charge, and you agree to pay, a Check-by-Phone Fee of fifteen dollars (\$15) if you make a payment by calling a customer service representative. You can avoid the Check-by-Phone Fee by using the online account management system to pay your Account electronically or by using the Interactive Voice Response (IVR) system to pay via phone.
- 6.5 FLEETCOR-Initiated EFT/ACH Payment. We may initiate, at your request, a debit to your Bank Account to facilitate payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your Bank Account. You represent, warrant, and covenant that your Bank Account was established for business purposes and not for personal or household purposes. You agree to be bound by NACHA Operating Rules. For daily billed Clients, we will initiate a debit to your Bank Account to pay the Amount Due/Total Amount Due or Minimum Amount Due on the previous business day. We may also debit your Bank Account to pay the amount charged to the Account any time the balance of the Account reaches the Credit/Spend Limit. The exact time that your Bank Account will be debited may vary, depending on the processing capabilities of the bank at which your Bank Account exists. We may change your debiting cycle at any time by providing you with written notice. To change your Bank Account, you must contact a customer service representative.
- 6.6 Returned Payment. If any payment is returned or denied, we will charge, and you agree to pay, a Returned Payment Fee of the lesser of fifty dollars (\$50) or the maximum amount allowable by applicable law for each returned payment. The fee will be assessed the first time your check or payment is not honored even if it is honored upon resubmission. In addition, if your payment is returned or denied, we may prevent you from making any further purchases using the Cards until such time that you pay the outstanding balance on the Account.
- 6.7 Credit Balance. We will return any credit over twenty-five dollars (\$25) if the amount has been on the Account longer than three (3) months. We reserve the right to write-off credit balances equal to or less than twenty-five dollars (\$25) if they have been on the Account longer than three (3) months and may reduce the amount of any credit balance by the amount of new charges posted to the Account.
- 6.8 Applying Payments. We use a “balance-forward” based accounting system. Therefore, all payments made by you to us will be applied accordingly against the outstanding amount due at the time the payment is received.

AGREEMENT & ACCOUNT/CARD USE TERMS

Your Agreement, Account, and Cards.

- 7.1 This Agreement. This Agreement supersedes all prior agreements and deviations from it are not valid unless confirmed in writing. This Agreement will not be presumptively interpreted for or against any party. Each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any third-party. If any provision of this Agreement is declared invalid, the validity of the remaining provisions will not be affected. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be valid. No delay or omission by either party to exercise any right under this Agreement will impair or be construed as a waiver of such right or any other right. Except for payment obligations, neither party is liable for delays or failures in performance of any obligations under this Agreement due to a cause beyond its reasonable control. Nothing in this Agreement will be construed to create a joint venture, partnership, employment, or agency relationship between the parties. You will not assign, including by operation of law, this Agreement or any right or obligation under this Agreement without our prior written consent. We may assign this Agreement, and any and all rights and obligations associated with the Agreement, upon notice to you. This Agreement was executed in Louisiana and is governed by the law of Louisiana, without regard to its conflicts of laws principles.
- 7.2 Credit/Spend Limit. You will not allow your unpaid balance, including unbilled transactions, fees, and other charges on the Account, to exceed your Credit/Spend Limit at any time. We may increase or decrease this Credit/Spend Limit at any time with or without providing notice to you. We may decide, at our own discretion, to (a) decline or approve any transactions made after you exceed the Credit/Spend Limit, (b) lock the Account until the balance due is paid in full, or (c) impose card velocity (*e.g.*, transaction size) limits on the Account. In order to periodically re-evaluate the Account’s Credit/Spend Limit, you agree to allow us to obtain credit reports on you and/or any Guarantor whenever we deem necessary.
- 7.3 Security Deposit / Reserve Amount. You may be required to provide a security deposit to us. In the event you default or otherwise fail to perform any obligation owed to us, you authorize us to use, without notice or demand, the security deposit funds to satisfy any such default or obligation. You represent that the security deposit is made in the ordinary course of your business, and that the security deposit is not a transfer made on account of any antecedent debt. No trust relationship is created between us and you as a result of your payment and our

acceptance of the security deposit. You authorize us to commingle the security deposit with other funds. We may require an increase in the security deposit amount at any time. We will return the security deposit to you upon termination of the account and your full performance of your obligations to us.

7.4 Your Responsibility. You are unconditionally responsible for the payment and performance when due of all obligations owed on the Account. You agree to pay such amounts according to the terms of this Agreement. You are solely responsible for the use, maintenance, administration, and security of the Cards and any driver identification numbers, passwords, personal identification numbers, vehicle identification numbers, employee identification numbers, or other information necessary to access the Account or to use any Card issued on the Account, including, but not limited to, distributing Cards to, and collecting Cards from, your employees and agents. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active identification number will be considered to be authorized transactions in which you are fully responsible for payment. You shall be solely responsible for monitoring fleet management reports, transactions, statement balances, and receipts as well as reviewing and replying to any fraud alert notifications. Notwithstanding any other provision in this Agreement, you shall be responsible for any loss or misuse of Cards by your employees and agents or others who obtain possession or use of cards issued to you. You are responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law.

7.5 Guarantor's Responsibility. Each Guarantor unconditionally and irrevocably, and jointly and severally, guarantees the payment and performance when due of all obligations owed by you on the Account, without deduction for any set-off, counterclaim, or withholding. Each Guarantor acknowledges and agrees that: this is a guaranty of payment and performance when due, and not of collection; Guarantor's obligations are not and shall not be subject to any counterclaims, offsets, or defenses of any kind; our delay or failure (if any) to take action regarding the obligations owed on the Account does not limit or prohibit us from enforcing our rights, or eliminate or reduce Guarantor's liability, under this Agreement; and the obligations owed on the Account (and Guarantor's obligations under this Agreement) may be, in whole or in part, amended, modified, increased, extended, or renewed without notice to or further assent from Guarantor. Each Guarantor, as an element essential to this transaction, expressly waives: any and all rights to compel us to proceed against Client or any other party before proceeding against, or as a condition to proceeding against, Guarantor; any defense based upon our failure to proceed against Client or any other party before proceeding against Guarantor; and diligence, presentment and demand for payment, protest, notice of acceptance, maturity, extension of time, change in nature or form of the guaranteed obligations (including, without limitation, composition, the amount of, or the terms of, the guaranteed obligations), notice of any material adverse change in Client's financial condition or any other fact which might materially increase the risk to Guarantor with respect to any of the obligations owed on the Account or all other demands whatsoever. Each Guarantor, as an element essential to this transaction, also expressly waives the benefit of all provisions of law which are or might be in conflict with the terms of this Agreement. Guarantor's responsibility as to the obligations provided for herein is irrevocable, continuing, absolute, and unconditional and binds their respective heirs, administrators, representatives, successors, and assigns.

7.6 Lost or Stolen Cards. You shall report all lost or stolen Cards to us immediately via a phone call to customer service identifying the Card number and such other details concerning the loss or theft of the Cards as are known by you. You understand that you are liable for: (a) all transactions made with lost or stolen Cards until 24 hours after the time we receive your notice of such lost or stolen Cards; (b) any fraud or misuse of the Account or Cards by your employees, representatives, or agents; and (c) all unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. You agree that if at any time you have been issued ten (10) or more open Cards at your request, then you waive any and all limitations of liability for unauthorized use; provided, *however*, that if your Account includes Fraud Protector, you are entitled to the rights and benefits, and are subject to the obligations, included in the Fraud Protector Addendum below. This provision does not apply to misuse of Cards by Cardholders, for which you are always obligated. You and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s).

7.7 Preauthorized Charges. If you default, if a Card is lost or stolen, or if we change your Account or account number for any reason, we may suspend automatic charges on the Account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

7.8 Non-Transferability; Revocability; Property. All Cards and any and all rights and privileges to which its holders are entitled are not transferable and may be revoked for any reason, without prior notice to you and with no liability to us, at which time any credit extended hereunder shall be revoked and all sums owed by you to us shall be due and payable. All Cards remain our property and, upon our request or if a Card or Account is cancelled,

shall be returned to us.

7.9 Our Right to Suspend or Terminate. We, at our sole discretion, may suspend or terminate any Card, Account, or related service provided to you at any time.

7.10 Your Right to Cancel. This contract has no fixed term. If you desire to cancel any particular Card, but not the Account, you must notify us via the online account management system or by calling customer service. Your liability for purchases made using a canceled Card shall end twenty-four (24) hours after we receive notice of your cancellation. You may terminate your Account for any reason by calling customer service or by providing written notice of the termination to us. You remain obligated to pay for any and all transactions, balances, fees, and other amounts incurred up until midnight of the day we receive notice of such termination.

7.11 Card Creation and Delivery. We will endeavor to create and ship new plastic cards within a timely manner. Standard card creation and delivery is considered part of the service provided. If you desire one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, you must either use the online account management system or call customer service. If you require expedited card delivery, we will charge, and you agree to pay, thirty-five dollars (\$35) for overnight delivery. Expedited card delivery requires a physical delivery address and cannot be made to a post office box.

8 **Contacts and Notices.**

8.1 Business Owner/Account Principal. The “Business Owner(s)” and/or “Account Principal(s)” and/or “Fleet Contact(s)” listed on the Application are authorized to provide us with the information necessary to establish your Account records and Cards, including, but not limited to vehicle, driver, and card-user related information. We are authorized to send all Account information and your Cards to the Fleet Contact’s attention.

8.2 Authorized Representative. The Authorized Representative is authorized to provide us with payment information about payments on the Account and will be our primary contact for the Account.

8.3 Notices, Statements, and other Communications. Except as specified otherwise in this Agreement, all required notices, requests, demands, or other communications shall be in writing and shall be given by first-class, certified, or registered mail, postage prepaid; by facsimile (with confirmation by mail to be provided by the party giving notice); by reputable overnight delivery service; by personal delivery to the recipient; or, exclusively for our notices to you, by email to your email address on file with us. We may provide all written communications to you at the address or email address maintained in our records. Without limiting the foregoing, we may provide any notice to you by including the notice in a Statement provided to you. A notice will be deemed received on the actual date of receipt. Our address for notices is: Attention: Customer Service, FLEETCOR, P.O. Box 1239, Covington, LA 70434.

8.4 Change In Ownership. You must notify us immediately in the event of any sale of a majority ownership of your equity, any sale of a majority of your assets, any merger, reorganization, or other transaction which results in a change of your ownership.

8.5 Servicing and Collections. If we need to contact you to service your Account or to collect amounts you owe, you authorize us (and our affiliates, agents, and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it. In the event that your Account is turned over to a collection agency or an attorney who is not our salaried employee for collection of unpaid amounts or otherwise to enforce this Agreement, you agree to pay all costs, fees, and expenses of such agency or attorney plus the costs and expenses of any legal action, including, without limitation, court costs and out-of-pocket expenses.

8.6 Call monitoring. We may monitor and record any calls between you and us.

9 **Representations and Warranties.** You represent, warrant, and covenant to us as of the date of your application and on the date of each extension of credit under this Agreement that:

(a) You are duly organized, validly existing, and in good standing under the laws of the state of your formation. You have the power and authority to own property and to carry on business as presently conducted and to execute and deliver, and enter and perform, your obligations under this Agreement.

(b) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary organizational action. This Agreement has been duly executed and delivered by you and Guarantor, and constitutes the legal, valid, and binding obligations of each such party, enforceable against such parties in accordance with this Agreement, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.

(c) The execution, delivery, and performance of this Agreement by you and Guarantor will not violate any

- applicable law, rule, or regulation or the charter, by-laws, or other organizational documents of such parties or any judgment, order, or ruling of any governmental authority.
- (d) The financial and other information furnished by you and Guarantor in your application, or otherwise, is true, correct, and complete in all material respects.
 - (e) Cards issued to you will be used only by your employees and agents and will not be distributed or resold to other companies without our express written consent.
 - (f) You shall ensure that all persons to whom you provide a Card for the purchase of fuel are instructed in safe and proper fueling procedures. You shall comply, and you shall cause your employees and agents to comply, with all applicable local, state, and federal laws and regulations pertaining to the dispensing and use of fuel at merchant locations as well as all safety notices posted by merchants.
 - (g) YOU WILL USE THE CARDS SOLELY FOR COMMERCIAL PURPOSES AND SHALL STRICTLY PROHIBIT ANY PERSONAL USE BY THE USERS OF YOUR CARDS.
 - (h) YOUR BANK ACCOUNT WAS ESTABLISHED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

DEFAULT, LIMITATIONS, & DISPUTE TERMS

10 Default.

10.1 Events of Default. The occurrence of any of the following shall constitute an “Event of Default” hereunder:

- (a) You fail to pay any principal, interest, or other amount payable in respect of any obligation when due;
- (b) You fail to observe or perform any other covenant contained in this Agreement;
- (c) Any representation or warranty made by you or Guarantor herein or in your application, or otherwise, proves untrue in any material respect as of the date of the making or furnishing thereof;
- (d) Either you or Guarantor (i) make an assignment for the benefit of its creditors; (ii) admit in writing its inability to pay its debts as they become due; (iii) file a petition under any applicable insolvency, debtor relief, or reorganization statute, including without limitation, the United States Bankruptcy Code; (iv) are subject to an involuntary petition under any applicable insolvency, debtor relief, or reorganization statute; (v) appoint or consent to the appointment of any receiver, conservator, liquidating agent, or committee in any insolvency, readjustment of debts, marshaling of assets or liabilities, or similar proceedings of, or relating to you or Guarantor, or any substantial portion of their assets; or (vi) take any corporate action for the purpose of effecting any of the foregoing; or
- (e) Guarantor shall terminate or contest the validity or enforceability of Guarantor’s guaranty hereunder or Guarantor’s guaranty hereunder shall be determined to be invalid or unenforceable for any reason.

10.2 Remedies Upon Event of Default. Without limiting any of our rights or remedies provided elsewhere in this Agreement, or by applicable law, or in equity, or otherwise, at any time after any Event of Default, we will have and may exercise, at our election, any and all rights and remedies available at law, in equity, or otherwise, including, without limitation: (i) declaring the entire unpaid balance of the obligations hereunder or any part thereof immediately due and payable, whereupon it shall be due and payable; and (ii) demanding payment from the Guarantor.

11 Limitations.

11.1 Card Acceptance. We, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device, and may limit the number of transactions allowed on your Account in one day, one week, or one month. These restrictions are primarily for security and fraud control reasons. Additionally, if your Account is over the Credit/Spend Limit or delinquent, we may decline to authorize additional transactions. We will have no responsibility or liability for any merchant’s, person’s, or machine’s rejection of or refusal to honor a Card or accept a transaction on your Account. You agree there shall be no liability to us, or any other company or entity, if for any reason any merchant should fail to allow purchases, fail to authorize transaction(s), or fail to operate in any other manner.

11.2 Merchant Limitations. The personnel (if any) at a merchant location are not our agents or employees and we are not responsible for the products or services rendered by any of the merchants or any other liability or damage which arises from their action or negligence.

11.3 Card Purchasing Controls. Cards may not be used for certain purchases, including ATM cash access, money transfers, escort/dating services, online gaming, gambling, illicit drug transactions, or unlawful purposes. Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to specific merchant types, maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps

typically do not automatically shut off at a Card's transaction dollar limit. We establish these standard parameter controls as a means of assisting you in limiting purchase abuse and fraud. While we attempt to control the use of the Card to the parameters selected, you agree to pay for all transactions on the Account regardless of whether such transactions are within or outside the parameters established for each Card.

- 11.4 **Claims.** All claims for defective fuel, services, merchandise, or maintenance must be made to the merchant operating the merchant location where the item was purchased. Any claim for defective fuel, services, merchandise, or maintenance is waived unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise, or maintenance giving rise to the claim.
- 11.5 **WARRANTY DISCLAIMER.** FLEETCOR AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.
- 11.6 **LIMITATION OF LIABILITY.** FLEETCOR AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR LIABLE FOR ANY DIRECT DAMAGES, ANY LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO FLEETCOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 11.7 **Indemnification.** To the maximum extent allowed by law, you (the "Indemnitor") will indemnify and hold harmless FLEETCOR and its affiliates, directors, officers, employees, agents, third-party service providers, and suppliers (the "Indemnitees") from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with: (a) the Indemnitor's (or its employees' or agents') negligence, willful misconduct, violation of any law or regulation, or breach of any representation, warranty, or other obligation under this Agreement; or (b) any personal injury (including death), damage to property, or environmental clean-up and related costs, resulting from the Indemnitor's or its employees' or agents' acts or omissions. The Indemnitees will give prompt notice of any Claim to the Indemnitor, who will defend the Indemnitees at the Indemnitees' request. We will have the right to, at your expense, assume the exclusive defense and control of any such claim, and you will not in any event settle any claim without our prior written consent.
- 12 **Dispute Resolution.**
- 12.1 **Disputed Transactions.** To dispute any transaction on your Statement, you must notify us in writing as set forth below within fifteen (15) days of the date of your Statement. Notice should be submitted via the online account management system or written notice sent to: Attention: Customer Service, FLEETCOR, P. O. Box 1239, Covington, LA 70434. Your written notice must include the following information: name; Account number; date of the Statement; dollar amount and identification of the transaction(s) in question; and any possible explanation of the error. We will promptly investigate the matter and respond to you within sixty (60) days after receiving written notice. We shall not be responsible for and you shall waive any discrepancies or disputes that you do not report to us in writing within fifteen (15) days after the date of your Statement. You must provide reasonable cooperation in any investigation, litigation, or prosecution arising in connection with the use of a Card.
- 12.2 **Dispute Resolution.** The parties agree that they will work in good faith to resolve any disputes arising under this Agreement. If the dispute cannot be resolved by the parties, then at our sole discretion, the dispute will be resolved by binding arbitration in compliance with the American Arbitration Association's commercial arbitration rules or by litigation in accordance with the provisions below. The foregoing does not prohibit either party from seeking injunctive relief without first complying with this Section. You will reimburse FLEETCOR for all of its costs and expenses (including collections and attorneys' fees and costs) incurred in connection with enforcing any of FLEETCOR's rights under this Agreement.
- 12.3 **WAIVER OF JURY TRIAL; BINDING ARBITRATION.** You or FLEETCOR may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties arising from or in any way relating to the Cards or Account, a prior related

account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, or injunctive or declaratory relief) such claims seek (a “Claim”). The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating (including paying the filing fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association, National Arbitration Forum, or JAMS. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law.

Can I assert or participate in a class action? To accommodate the right to arbitrate, you agree that you will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement, the Account, the Cards, or any other aspect of your relationship with FLEETCOR. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

Who can be a party? The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action, or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two (2) or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

What Claims are subject to arbitration? All Claims relating to your Cards or Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive, or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your Account, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the “FAA”).

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

How does a party initiate arbitration? The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, website: www.adr.org; JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610, website: www.jamsadr.com; and National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, website: www.arbitration-forum.com. At any time, you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years of experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only with respect to the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. All fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms. This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

OTHER TERMS

13 **Government Regulation.** Federal law requires all financial institutions to obtain, verify, and record information that identifies you (the applicant and any guarantor or co-maker) when you apply for or open an account.

Therefore, we ask for various identifying information about you, which may include name, address, taxpayer identification number, and other information that will allow us to identify you. You also represent and covenant that you and any Guarantor: (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you; and (b) shall provide to us, when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. § 5318.

- 13.1 **Credit Reporting Agencies.** In order to periodically re-evaluate the Account's creditworthiness, you agree to allow us to obtain credit reports on you and/or any "Account Principal(s)" listed on the Application and/or any Guarantor(s) of the Account whenever we deem necessary. You and any "Account Principal(s)" listed on the Application and any Guarantor(s) authorize us to report to any commercial credit reporting agency on your or Guarantor's performance under this Agreement, including but not limited to Dun & Bradstreet, Experian Business, or Equifax Credit Information Services. If the Account is personally guaranteed, we may report Account information to consumer credit reporting agencies, including but not limited to Equifax Credit Information Services, Experian Consumer, and TransUnion. You and Guarantor have the right to notify the consumer reporting agencies not to use its respective credit report in connection with a credit transaction it did not initiate. To do so, contact Equifax Credit Information Services, P.O.Box 740123, Atlanta, GA 30374-0123; Experian, P.O. Box 919 Allen, TX 75013; and TransUnion, P.O. Box 97328, Jackson, MS 39288-7328; or you and Guarantor may notify all three agencies by calling 1-888-567-8688.
- 13.2 **Privacy Policy.** Please review our Privacy Policy, available online at <https://www.fleetcor.com/en/privacy-policy.html>, which also governs your use of your Account and Cards. Our Privacy Policy explains how we treat your personal data and protect your privacy when you use your Account and Cards. We own any and all data we collect from you. Our Privacy Policy also explains your privacy rights, if any. By accepting this Agreement, you agree to be bound by and to comply with our Privacy Policy, which is incorporated by reference herein, and acknowledge that any information you provide or give us permission to access may also be used by our domestic and international subsidiaries, affiliates, and partners in connection with an offer of services to you. With respect to all matters concerning your privacy, in the event of any conflict between this Agreement and the Privacy Policy, the terms of the Privacy Policy shall control.

ADDENDUM TO CLIENT AGREEMENT FOR FRAUD PROTECTOR

Fraud Protector Terms and Conditions

- 1 **Scope.** This Fraud Protector Addendum applies only to the Fraud Protector program feature (the "Fraud Protector Program") of *Plus* and *Premium* accounts and does not amend or otherwise modify the Agreement that otherwise applies to your Accountor Cards. Unless otherwise specified, capitalized terms used in this Fraud Protector Addendum have the same meaning as specified in the Fuelman Fleet Card Agreement.
- 2 **The Fraud Protector Program includes:**
- 2.1 **The "Fraud Liability Waiver"** – *Plus* or *Premium* accounts to which ten (10) or more Cards have been issued are provided a waiver of liability for unauthorized Card transactions or Account activity in accordance with the guidelines and limitations described in this Fraud Protector Addendum. If at any time fewer than ten (10) Cards have been issued to your Account, any unauthorized use of Cards shall be treated in accordance with the Agreement and not this Fraud Protector Addendum.
- 3 **Fraud Liability Waiver Guidelines and Limitations.**
- 3.1 **Card Fraud.** In the event that a compromise of one or more of your Cards or Card credentials results in a Covered Transaction (i.e., an unauthorized transaction or unauthorized Account activity), we will waive your liability for up to \$10,000 per compromised Card, subject to a maximum waiver of \$25,000 per Account per year and other limitations described herein.
- 3.2 **Lost or Stolen Cards.** We will waive your liability for Covered Transactions on a lost or stolen Card occurring during the five (5) day period immediately prior to our receipt of notification from you that the Card was lost or stolen, subject to the waiver limitation of \$10,000 per compromised Card and a maximum waiver of \$25,000 per Account per year.
- 3.3 **Limitations.** The following transactions are not eligible for a liability waiver: (i) foreign transactions; (ii) transactions effected without authorization by us; (iii) transactions generating a Fraud Protection Alert where you fail to respond to such Fraud Protection Alert within two (2) Business Days (i.e., any day other than

Saturday, Sunday, and federal holidays); (iv) transactions involving theft or misuse of any kind by any of your employees; (v) fraudulent transactions resulting from your (or your employees') negligence; and (vi) fraudulent transactions resulting from a security breach (including malware) of your systems.

3.4 **Your Responsibilities.** To be eligible for the Fraud Liability Waiver benefits, you must be in compliance with the Agreement, including but not limited to the following:

- (a) **Fraud Protection Alerts.** The Fraud Liability Waiver operates in conjunction with the Fraud Protection Alert services provided to you under the Agreement. Fraud Protection Alerts notifying you of potentially suspicious transactions will continue to be sent via email to the email address provided by you at the time of your application or such updated email address as you may provide to us from time to time via the online account management system. The Fraud Protection Alerts provide transaction details reasonably sufficient for you to initiate your investigation of the suspicious activity. It is your responsibility to provide to us (and maintain) a current email address for receipt of Fraud Protection Alerts. *You must respond to us within two (2) Business Days after receiving any Fraud Protection Alert from us regarding potentially suspicious or compromised transaction activity. Your failure to respond to any such Fraud Protection Alert within two (2) Business Days (i) will serve as your acknowledgement to us that the transaction(s) in question was/were not fraudulent and (ii) releases us from any liability originating from such transaction(s).* If we fail to send you a Fraud Protection Alert in response to fraudulent activity occurring in connection with your Account, then we will waive your liability for such fraudulent transactions to the extent of the applicable Fraud Protector Program limitations.
- (b) **Blocking Cards / Notification.** In the event a Card is reported as lost, stolen, or having incurred fraudulent activity, it is your responsibility to either (i) immediately block (using your online Account portal) any affected Card, or (ii) contact customer service to initiate the block or otherwise make requested changes to your Account.
- (c) **Security Controls.** We reserve the right to change the security controls on any Card or profile without prior notification or warning to ensure controls are in line with historical usage, and further we reserve the right to remove you from the Program upon ten (10) days' notice for failure to maintain adequate security controls.
- (d) **Prompted IDs / Terminated Employees.** You are responsible for ensuring that only authorized employees have access to the Cards associated with your Account. Transactions by Cards associated with terminated employees or compromised vehicle prompted IDs are not eligible for waivers under the Fraud Liability Waiver. It is your responsibility to either (i) immediately block, using your online Account portal, any Card associated with a terminated employee or a compromised vehicle prompted ID, or (ii) contact customer service to block any Card associated with a terminated employee or a compromised vehicle prompted ID.

ADDENDUM TO CLIENT AGREEMENT FOR FUELMAN MAINTENANCE

Fuelman Maintenance Program Terms and Conditions

- 1 **Scope.** This Fuelman Maintenance Program Addendum applies only to the Fuelman Maintenance Program feature (the "Fuelman Maintenance Program") of *Plus* and *Premium* accounts and do not amend or otherwise modify the Agreement that otherwise applies to your Account or Cards. Unless otherwise specified, capitalized terms used in this Fuelman Maintenance Program Addendum have the same meaning as specified in the Fuelman Fleet Card Agreement.
- 2 **Services.**
 - 2.1 The Fuelman Maintenance Program service is provided by FLEETCOR and is powered by CarAdvise, a third-party service provider. Subject to this Fuelman Maintenance Program Addendum, we will exercise commercially reasonable efforts to provide you with access to, and you are hereby permitted to use, the Fuelman Maintenance Program. The Fuelman Maintenance Program is subject to modification from time to time at our sole discretion, for any purpose we deem reasonably appropriate.
- 3 **Disclaimer of Warranties.** FLEETCOR HEREBY DISCLAIMS ALL WARRANTIES REGARDING THE FUELMAN MAINTENANCE PROGRAM, BOTH EXPRESS AND IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTY OF NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND MERCHANTABILITY. YOU ACKNOWLEDGE THAT IN ENTERING INTO THIS AGREEMENT, YOU HAVE RELIED UPON YOUR OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE FUELMAN MAINTENANCE PROGRAM AND THAT YOU HAVE SATISFIED YOURSELF AS TO THE SUITABILITY OF THE FUELMAN MAINTENANCE PROGRAM TO MEET YOUR REQUIREMENTS.

- 4 **Limitation of Liability.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT WE AND OUR AFFILIATES, AND OUR THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY BUSINESS INTERRUPTION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS, OR ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF: (A) ANY CHANGES WHICH WE MAY MAKE TO THE PROGRAM, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE PROGRAM (OR ANY FEATURES WITHIN THE PROGRAM); (B) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE PROGRAM; (C) YOUR FAILURE TO PROVIDE US WITH ACCURATE ACCOUNT INFORMATION; OR (D) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL. THE LIMITATIONS ON OUR LIABILITY TO YOU AS DESCRIBED IN THIS SECTION SHALL APPLY WHETHER OR NOT WE HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.
- 5 **Indemnification by Client.** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS US, OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, SUPPLIERS AND ANY THIRD-PARTY PROVIDERS OF INFORMATION OR SERVICES FROM AND AGAINST ALL LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM ANY VIOLATION OF THE TERMS OF THIS AGREEMENT BY YOU, OR FROM YOUR VIOLATION OF APPLICABLE LAWS, RULES OR REGULATIONS. IN THE EVENT THAT WE ARE SUBJECT TO ANY CLAIM FOR WHICH WE HAVE THE RIGHT TO BE INDEMNIFIED BY YOU, WE WILL HAVE THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY SUCH CLAIM, AND YOU WILL NOT IN ANY EVENT SETTLE ANY CLAIM WITHOUT OUR PRIOR WRITTEN CONSENT.
- 6 **Your Passwords and Account Security.** You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Fuelman Maintenance service customer portal or website. Accordingly, you agree that you will be solely responsible to us for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately.
- 7 **Confidential Information.** During your time as a customer of the Fuelman Maintenance Program, certain proprietary information of FLEETCOR or our third-party service provider(s) may become available to you as part of your use of the Program. You agree that all code, inventions, know-how, business, technical, financial and other information you may obtain from FLEETCOR or its third-party service provider constitutes the confidential property of the disclosing party (the "Confidential Information"), provided that it is or was identified as confidential at the time of disclosure or should be reasonably known by you to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. All information relating to the performance of the Fuelman Maintenance service, and all data analytics provided by the Fuelman Maintenance Program, shall be deemed to be the Confidential Information of FLEETCOR and its third-party service provider(s). Except as expressly authorized herein, you will hold in confidence and not use or disclose any Confidential Information. Although certain information accessed through the Fuelman Maintenance Program constitutes Confidential Information, you are authorized to disclose such information to your employees, accountants, and attorneys with a need for such information. Your nondisclosure obligation shall not apply to information that you can document: (a) is or has become generally available to the public other than through a violation of this Section by you; (b) is or was obtained by the you from a third party without, to your knowledge, breach of any confidentiality obligation to the disclosing party; (c) is independently developed by your employees or contractors who had no access to such information; or (d) is required to be disclosed pursuant to a law or court order (but only to the minimum extent required to comply with such regulation, law or order and with advance notice to the disclosing party). You shall be responsible for any violation of your obligations in this Section by your employees and contractors.
- 8 **Termination of Relationship.** This Fuelman Maintenance Program Addendum will continue to apply until terminated by either you or us as set out below.
- 8.1 If you want to terminate your participation in the Fuelman Maintenance Program, you may do so, with or without cause, by calling customer service at 1-800-877-0800. Any such change will be effective by Midnight EST on the

day the request is made.

- 8.2 We may at any time terminate your participation in the Fuelman Maintenance Program or the Fuelman Maintenance Program itself with or without cause (and for any or no reason). We may also terminate your participation in the Fuelman Maintenance Program if, among other reasons: (i) you have breached any provision of this Fuelman Maintenance Program Addendum (or have acted in manner which clearly shows that you do not intend, or are unable, to comply with the provisions of this Fuelman Maintenance Program Addendum); (ii) we are required to do so by law (for example, where the provision of the Fuelman Maintenance Program to you is, or becomes, unlawful); or (iii) the provision of the Fuelman Maintenance Program to you by us is, in our opinion, no longer commercially viable.
- 8.3 When this Fuelman Maintenance Program Addendum terminates, such termination does not retroactively affect the legal rights, obligations, or liabilities of the parties.
- 9 **Notices.** For purposes of our notification obligations under this Fuelman Maintenance Program Addendum, you expressly agree that we may notify you by email using the most recent email address we have on file for you.
- 10 **Miscellaneous.** No waiver of any breach of any provision of this Fuelman Maintenance Program Addendum or of any agreement with us will constitute a waiver of any prior, concurrent, or subsequent breach of the same or other provisions. All waivers must be in writing. If any court of competent jurisdiction finds any part or provision of this Fuelman Maintenance Program Addendum or of any other agreement between you and us to be invalid or unenforceable, such findings will have no effect on any other part or provision of this Fuelman Maintenance Program Addendum or any other agreement between you and us. We are not responsible for delay or failure to perform due to causes beyond our reasonable control. This Fuelman Maintenance Addendum, together with the Agreement that otherwise applies to your Account and Cards, constitute the whole legal agreement between you and us and govern your use of the Fuelman Maintenance Program (but excluding any services which we may provide to you under a separate written agreement).

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