



**FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC
FUELMAN FLEET CARD CLIENT AGREEMENT**

Summary of Rates, Fees, and Other Costs

Category	Fee / Rate
Important Note: Please review all of these materials so that you are fully informed about your terms and conditions. We may change the rates, fees, and terms summarized below at any time by giving you written notice of such changes.	
Program Fees	
Clean Advantage	<ul style="list-style-type: none"> • 5¢ per gallon to offset 100% of carbon emission
Other Fees & Charges	
Extended Network Pricing	<ul style="list-style-type: none"> • Up to \$5 per transaction at select sites/merchants
High Credit Risk Account (Level 2 Pricing)	<ul style="list-style-type: none"> • Incremental charge of up to 30¢ per gallon
Late Payment	<ul style="list-style-type: none"> • Greater of \$75 or 12.25% of New Balance
Finance Charge	<ul style="list-style-type: none"> • 32% APR or maximum allowed by applicable law
Returned Payment	<ul style="list-style-type: none"> • \$50 per occurrence
Non-Standard Billing Frequency	<ul style="list-style-type: none"> • \$2 per card per month
Non-Standard Payment Option	<ul style="list-style-type: none"> • \$50 for checks not sent to address indicated on invoice • \$15 per Representative assisted Check by Phone payment • \$10 per Fuelman initiated EFT/ACH debit • \$50 per Client initiated ACH/Wire payment

TERMS AND CONDITIONS

- 1 **Definitions.**
- 1.1 **Account.** “Account” shall mean the Fuelman account established for you.
- 1.2 **Agreement.** “Agreement” shall mean this agreement comprised of the Application (if any), the Approval Letter (if any), and this document containing the Terms and Conditions.
- 1.3 **Application.** “Application” shall mean the application or other Fuelman enrollment document you completed when applying for the Account through Fuelman.
- 1.4 **Approval Letter.** “Approval Letter” shall mean the letter (if any) sent by Fuelman to you that approves the Application and establishes the Account under these Terms and Conditions.
- 1.5 **Authorized Representative.** “Authorized Representative” shall mean the person(s) identified as your representative on the Application.
- 1.6 **Bank Account.** “Bank Account” shall mean any business bank account that you have designated on the Application or by written notice to Fuelman for electronic funds transfer, automated clearinghouse, or other electronic transfer of money to pay amounts due on your Account.
- 1.7 **Billing Cycle.** “Billing Cycle” shall mean the period of time set forth in the Approval Letter or any subsequent notification for which Transactions will be accepted and a Statement for the Account will be provided.
- 1.8 **Card or Cards.** “Card” or “Cards” shall mean the Fuelman fleet card or cards issued to you.
- 1.9 **Cardholder.** “Cardholder” shall mean the person presenting the Card to the Merchant to be used to purchase Fuel and/or Maintenance.
- 1.10 **Client.** “Client” and “you” and “your” shall mean the business entity identified in the Application.
- 1.11 **Credit Limit.** “Credit Limit” shall mean the maximum amount of credit that we will extend to your Account.
- 1.12 **Daily Amount.** “Daily Amount” shall mean the amount incurred for all transactions on a calendar day.
- 1.13 **Driver ID.** “Driver ID” shall mean the personal identification number issued to you by Fuelman for use with a Card to authorize a particular Transaction.
- 1.14 **Due Date.** “Due Date” shall mean the date upon which your payment is due to Fuelman as stated next to the Amount Due on your Statement or as otherwise indicated by Fuelman.
- 1.15 **FLEETCOR.** “FLEETCOR” shall mean FLEETCOR Technologies Operating Company, LLC, a Louisiana limited liability company, which owns the Accounts.

- 1.16 Fuelman. “Fuelman” shall mean Fuelman, the division of FLEETCOR administering the Card(s) and Account.
- 1.17 Fuel. “Fuel” shall mean any combustible material dispensed by volume that is purchased with a Card.
- 1.18 Guarantor(s). “Guarantor” shall mean the person(s) identified on the Application or a separate guaranty document (if any) that guarantees you will comply with this Agreement and pay all amounts owed to Fuelman.
- 1.19 Maintenance. “Maintenance” shall mean any non-Fuel product or service for a vehicle that is purchased with a Card.
- 1.20 Merchant. “Merchant” shall mean a third party that operates retail locations providing Fuel and/or Maintenance in the Fuelman network.
- 1.21 Merchant Location. “Merchant Location” shall mean a Merchant’s Fuel and/or Maintenance site that is participating in the Fuelman network, such that a Card may be used to purchase Fuel and/or Maintenance at such site.
- 1.22 Miscellaneous. “Miscellaneous” shall mean any non-vehicle related product or service that is purchased with a Card.
- 1.23 Principal. “Principal” shall mean the person identified on the Application (if any) who applies for the Account as a co-maker with you.
- 1.24 Reporting. “Reporting” shall mean related products or services that are purchased to manage the vehicle fleet (e.g., paper report delivery, fax report delivery).
- 1.25 Statement. “Statement” shall mean the billing statement for the Account provided at the end of each Billing Cycle.
- 1.26 Terms and Conditions. “Terms and Conditions” shall mean the terms and conditions contained in the Agreement and any other electronic or paper document presented to you by or on behalf of Fuelman in connection with this Agreement. In the event of a conflict between any such other document and this Agreement, this Agreement will control unless specifically provided otherwise in the other document.
- 2 **General.**
- 2.1 Agreement for Account and Services. Upon your first use of a Card, you will be deemed to have accepted the Approval Letter and these Terms and Conditions and you and Fuelman shall be deemed to have entered into this Agreement. Fuelman may change the Terms and Conditions of this Agreement at any time by giving you written notice of such changes. You shall be deemed to have accepted such changes and amendments by continued use, after the effective date thereof, of any of the Card(s) issued to you.
- 2.2 Entire Agreement. These Terms and Conditions, together with the Application (if any) and the Approval Letter (if any), are the exclusive statement of the terms and conditions with respect to their subject matter as of the Agreement Date and supersede all prior agreements, negotiations, representations and proposals, whether written or oral. Deviations from the Agreement are not valid unless confirmed in writing by an authorized representative of Fuelman.
- 2.3 Government Regulation. Neither you nor any Guarantor of the Account shall (a) be or become at any time, and are not currently, 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 Fuelman from making any advance or extension of credit to you or any Guarantor of the Account or from otherwise conducting business with you or any Guarantor of the Account, or (b) fail to provide documentary and other evidence of your identity or the identity of any Guarantor of the Account or person to whom you give a Card, as may be requested by Fuelman at any time to enable Fuelman to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA Patriot Act of 2001, 31 U.S.C. Section 5318.
- 2.4 Contracting Parties. This Agreement is made between you and FLEETCOR Technologies Operating Company, LLC, d/b/a Fuelman, a limited liability company organized under the laws of Louisiana.
- 3 **Account and Card Administration.**
- 3.1 Establishment of Client Account. Upon issuance of the Cards, Fuelman will establish an Account for you that will be used to pay for Fuel, Maintenance, and Miscellaneous items purchased through the use of the Cards at Merchant Locations. Cards may only be used for purchases as described above and not, for example, for cash advances or purchases from persons other than Merchants.
- 3.2 Credit Limit. Upon Fuelman’s approval of your Application, Fuelman will establish an aggregate credit limit for all the Cards issued to you under the Account (the “Credit Limit”) based on Fuelman’s evaluation of your creditworthiness. Fuelman may increase or decrease this Credit Limit at any time with or without providing notice to you. Fuelman may decide, at its own discretion, to (i) decline or approve any transactions made after you exceed the Credit Limit, (ii) to lock the Account until the balance due is paid in full, or (iii) impose card velocity (gallon and/or transaction) limits on the Account.
- 3.3 Administration of Cards. You shall be solely responsible for the use, maintenance, administration, and security of the Cards and any 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. You shall be solely responsible for monitoring 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 its employees and agents or others who obtain possession or use of cards issued to you.
- 3.4 Property. All Cards remain the property of Fuelman and shall be surrendered immediately by you to Fuelman upon Fuelman’s request or if you or Fuelman cancel the Card or Account as permitted herein.
- 3.5 Cancellation of Cards. If, at any time, for any reason, you desire to cancel any particular Card, but not the Account, your Representative must notify Fuelman via the online account management system, or by calling Customer Service, of such cancellation. Your liability for purchases made using the canceled Card shall end 24 hours after the time that Fuelman receives notice of such Card cancellation.

3.6 Suspension of Cards/Accounts. Fuelman, at its sole discretion, may suspend or terminate the use of any Card or Account at any time for any reason. However, nothing in this Agreement shall obligate Fuelman to monitor the use of any Card or Account, and, as described in this Agreement, you are solely responsible for the use of any outstanding Cards.

3.7 Non-Transferability; Revocability. 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 Fuelman, at which time any credit extended hereunder shall be revoked and all sums owed by you to Fuelman pursuant hereto shall become immediately due and payable.

4 Program Fees.

4.1 Clean Advantage. Your Account includes Clean Advantage as a program feature. Clean Advantage is a carbon omissions offset program for your fuel consumption based on gallons purchased with your Cards. Fuelman will charge, and you agree to pay, 5¢ per gallon to offset 100% of your carbon emissions.

4.2 Extended Network Pricing. Fuelman will charge a Transaction Fee for the use of select sites/merchants. The added charge to use these sites will be up to five dollars (\$5.00) per Transaction. The list of sites/merchants not subject to Extended Network Pricing is available at www.fuelman.com/sitelocator.

5 Purchases.

5.1 Title. As between you and Fuelman, title to Fuel purchased with the Card passes from Fuelman to you when the Cardholder dispenses Fuel (when fuel leaves the fuel dispensing nozzle), except as otherwise provided by applicable law. Title to any non-Fuel product or service purchased with the Card passes directly from the Merchant to you when the Cardholder receives such non-Fuel product and/or service. Fuelman takes no title to Maintenance or Miscellaneous items.

5.2 Verification of Merchant Locations. You acknowledge that not all retail locations selling Fuel and Maintenance accept Fuelman's 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.

5.3 Inability to Operate. Fuelman shall have no responsibility for any person(s) or machine(s) rejection of or refusal to honor a Card. You agree there shall be no liability to Fuelman or any other company or entity, if for any reason any Merchant or Merchant Location should fail to allow the purchase of Fuel or Maintenance, fail to authorize Transaction(s) or fail to operate in any other manner, even though a Card is valid.

5.4 WARRANTY DISCLAIMER. FUELMAN DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL FUELMAN ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

6 Safety. You shall ensure that all persons to whom you provide a Card for the purchase of Fuel is 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.

7 Representations and Warranties. You represent, warrant, and covenant to Fuelman as of the date of the Application and on the date of each extension of credit under this Agreement that:

7.1 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.

7.2 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.

7.3 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.

7.4 The financial and other information furnished by you and Guarantor to Fuelman in the Application, or otherwise, is true, correct, and complete in all material respects.

7.5 Cards issued to you will be used only by your employees and agents and will not be distributed or resold to other companies without the express written consent of Fuelman.

7.6 CLIENT WILL USE THE CARDS SOLELY FOR COMMERCIAL PURPOSES AND SHALL STRICTLY PROHIBIT ANY PERSONAL USE BY THE USERS OF ITS CARDS.

7.7 CLIENT'S BANK ACCOUNT WAS ESTABLISHED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

8 Pricing.

8.1 Methodology. Fuelman establishes competitive local market Fuel and Maintenance Transaction prices for the Fuelman Fleet Card program depending 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, or a combination thereof. The pricing methodology can vary by product type and is disclosed to you in the Application, Approval Letter, and/or subsequent written notification. Additional charges/fees and/or discounts may apply based on your agreed-upon program.

- 8.2 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 Fuelman cost. In the event there is no established retail price (e.g., unattended fueling sites, mobile refueling), the retail price will be established by Fuelman.
- 8.3 Merchant National Account-Based Pricing. Your price for each Fuel or Maintenance Transaction is equal to the Merchant's prevailing national account price.
- 8.4 Fuelman Cost-Based Pricing. Your price for each Fuel or Maintenance Transaction is equal to Fuelman's delivered cost plus a mark-up. Fuelman'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 Fuelman's cost.
- 8.5 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 Fuelman cost. The markup and index calculation basis may vary by region and can change at any time.
- 8.6 High Credit Risk Account (Level 2 Pricing). Fuelman may deem you to be High Credit Risk Account and may invoke Level 2 Pricing in the event that your Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at Fuelman's discretion is below Fuelman's standard threshold for creditworthiness (this threshold is five hundred and thirty (530) for commercial credit scores and six hundred and seventy (670) for individual credit scores), or the score drops by fifty-one (51) points or more in any 3 month rolling period, or you incur one late fee or more in any 12-month rolling period, or you are 30 days or more delinquent in any 12-month rolling period, or make a payment that is not honored by your bank. Level 2 Pricing is an incremental charge above your current pricing and the maximum increase is thirty cents (\$0.30) per gallon purchased. Level 2 Pricing remains in effect until such time that you are no longer considered High Credit Risk Account. Fuelman will review each High Credit Risk Account at least once every three months for changes in creditworthiness. This decision is made solely by Fuelman 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. D&B may be contacted at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-8495 or at sbfe@equifax.com. Experian may be contacted at 888-397-3742 or online at www.experian.com/reportaccess.
- 8.7 Rebate/Volume Discount. Fuelman may provide rebate or volume discount off retail price for fuel and nonfuel purchases under certain customer pricing. Such rebate or volume discount could be at Transaction level or as separate credit. The rebate program, if applicable to you, is only available if the Account is open, in good standing, and is not in default of the payment terms provided within these Terms and Conditions. Please refer to the account pricing documentation for specifics regarding the rebate program detail. Aviation purchases, bulk fuel purchases, international fuel purchases, Transactions at non-qualifying gasoline merchants, and any Account in default of the payment terms provided within these Terms and Conditions are excluded from the rebate program. Fuelman also reserve the right to change or terminate the rebate program at any time and in any manner with prior notice.
- 9 Billing.
- 9.1 Billing. Your Billing Cycle is agreed upon during the Application and Account setup process. You shall be responsible for all credit extended on the Account. This is not a revolving credit account. The Amount Due shown on each Statement is due and payable in full by the Due Date shown on the Statement (if you have a daily billing cycle, a daily transaction report shall serve as the Statement for purposes of the foregoing, and you are responsible for monitoring all Card usage and ensuring your Bank Account contains adequate funds to pay all amounts due on each Due Date). Unless otherwise agreed upon, the standard Due Date is ten (10) days after the date the Statement is created, regardless of the delivery method. Fuelman may change your Billing Cycle at any time by providing you with written notice; such notice may be provided in a Statement. It is your obligation to notify Fuelman if you do not receive a Statement at the end of each Billing Cycle, and you are responsible for any Late Fees and Finance Charges regardless of whether or not you received a Statement at the end of a Billing Cycle.
- 9.2 Non-Standard Billing. Upon your request and subject to Fuelman approval, your Billing Cycle may will be extended at an additional charge of \$2.00 per Card per month.
- 9.3 Guaranty. Guarantor hereby unconditionally and irrevocably guarantees to Fuelman and its successors, endorsees, transferees and assigns, the punctual payment when due (whether at stated maturity, by acceleration or otherwise) and performance of an obligations under this Agreement, now or hereafter owing, whether for principal, interest, premiums, fees, expenses or otherwise (collectively, the "Guaranteed Obligations"). Any and all payments by the Guarantor hereunder shall be made free and clear of and without deduction for any set-off, counterclaim, or withholding. Guarantor acknowledges and agrees that this is a guaranty of payment when due, and not of collection, and Guarantor agrees that his obligations under this Agreement shall not be discharged until the payment and performance, in full, of the Guaranteed Obligations. Guarantor shall be regarded, and shall be in the same position, as Client with respect to the Guaranteed Obligations. Guarantor expressly waives all rights he may now or in the future have under any statute, or at common law, or at law or in equity, or otherwise, to compel Fuelman to proceed in respect of the Guaranteed Obligations against Client or any other party before proceeding against, or as a condition to proceeding against, Guarantor. Guarantor acknowledges and agrees that any delay or failure by Fuelman to take any action regarding the Guaranteed Obligations does not limit or prohibit Fuelman from enforcing its rights under this Agreement and further that Guarantor's liability under this

Agreement shall not be eliminated or reduced by any such failure or delay on the part of Fuelman. Guarantor further expressly waives and agrees not to assert or take advantage of any defense based upon the failure of Fuelman in respect of the Guaranteed Obligations against Client or any other party for the payment and Guaranteed Obligations. Guarantor agrees that any notice or directive given at any time by any person to Fuelman which is inconsistent with the waivers in the preceding two sentences shall be null and void and may be ignored by Fuelman. Guarantor further hereby waives diligence, presentment and demand (whether for non-payment or protest) or 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 material adverse change in your financial condition or any other fact which might materially increase the risk to Guarantor with respect to any of the Guaranteed Obligations or all other demands whatsoever and waives the benefit of all provisions of law which are or might be in conflict with the terms of this Agreement. Guarantor represents, warrants and agrees that Guarantor's obligations under this Agreement are not and shall not be subject to any counterclaims, offsets or defenses of any kind against Fuelman or Client now existing or which may arise in the future. The Guarantor further agrees that the Guaranteed Obligations may be amended, modified, increased, extended or renewed, in whole or in part, without notice to or further assent from Guarantor, and that Guarantor will remain bound upon its guaranty notwithstanding any amendment, modification, increase, extension or renewal of any guaranteed Obligation. The foregoing waivers are of the essence of the transaction contemplated by this Agreement and, but for the guaranty contained herein and such waivers, Fuelman would decline to make the financial accommodations to Client under this Agreement. Each Guarantor is liable on a joint and several basis with Client and each other Guarantor.

9.4 **Account Principal Responsibility.** Each Principal for this Account, if any, as shown on the Application, is personally and unconditionally, jointly and severally liable with Client, as principal and not as surety or guarantor, for the payment and performance when due of all Obligations owed on the Account, regardless of who made purchases using the Cards, and the Principal agrees to pay such amounts according to the terms of this Agreement. The Principal is responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law.

10 **Payment.** You hereby unconditionally promise to pay Fuelman, in lawful money of the United States of America and in accordance with this Agreement, all outstanding Obligations (as defined below) which may, from time to time, be owing to Fuelman by you. As used herein, "Obligations" shall mean all outstanding sums you owe to Fuelman, including, without limitation, payments for Transactions, reimbursement for petroleum products obtained through Fuelman, payments for any products or services obtained using the Card(s), applicable fees and charges, costs and expenses (including attorneys' fees), and all other obligations under this Agreement or otherwise. You must pay all outstanding Obligations on the Statement by the Due Date to avoid Late Fees and Finance Charges. Failure to pay all amounts by the Due Date shall be a breach of the Terms and Conditions of this Agreement. If we do not receive your payment for the Amount Due by the Due Date, you may not be able to make any further purchases until such time that you pay the entire outstanding balance on the Account.

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

11.1 **Client Check.** You may submit payment by valid check equal to the Amount Due shown on the Statement. Fuelman will charge, and you agree to pay, an Exception Handling Fee of fifty dollars (\$50.00) per occurrence for payments sent to any address other than the lockbox facility address as displayed on Statement. Conforming check payments received at lockbox facility address as displayed on Statement by 4:00 p.m. Eastern Time on a business day (Monday through Friday of each week, excluding banking holidays) will be credited to your Account as of the date received. To be considered a conforming check payment, it must be recognized by the lockbox facility as "conforming" which includes, but is not limited to, the following criteria: a single check without check skirt; sent in the envelope provided by Fuelman with remittance coupon in the lower portion of the Statement summary; one check per Account per Statement. Non-conforming check payments will be credited to your Account as of the next business day. In the event your Statement reflects a Due Date which falls on a day which is not a business day, your check payment must be received by 4:00 p.m. Eastern Time on the preceding business day.

11.2 **Client Initiated Online Payment.** You may submit payment via the online account management system. Payments made online and received before 4:00 p.m. Eastern Time on a business day will be credited to your Account as of the date received, otherwise online payments will be credited to your Account the next business day.

11.3 **Pay by Phone.** Fuelman may initiate, at your request, payment by phone either through a Customer Service representative or Interactive Voice Response (IVR) system. Fuelman will charge, and you agree to pay, a Check by Phone Fee of fifteen dollars (\$15) for Customer requested payment made by calling a Customer Service representative. Payments made by phone received by 4:00 p.m. Eastern Time on a business day will be credited to your Account as of the date received, otherwise pay by phone payments will be credited to your Account the next business day. 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.

11.4 **Fuelman Initiated Electronic Funds Transfer / Automated Clearinghouse (EFT/ACH) Payment.** Fuelman may initiate, at your request, a debit to the Bank Account to pay the Amount Due on the Statement. For daily billed Clients, Fuelman will initiate a debit to the Bank Account to pay the Amount Due on the previous business day. Fuelman may also debit the Bank Account to pay the amount charged to the Account any time the balance of the Account reaches the Credit Limit. The exact time that the Bank Account will be debited may vary, depending on the processing capabilities of the bank at which the Bank Account exists. Fuelman may change your debiting cycle at any time by providing you with

- written notice. Fuelman will charge, and you agree to pay, an EFT/ACH bank handling fee of ten dollars (\$10.00) per debit of your Bank Account. For Clients with a daily Billing Cycle, unless otherwise directed by Fuelman, the Debit to Bank Account payment method will be the primary payment method on the Account. To change the Bank Account, you must contact a Customer Service representative.
- 11.5 Client Initiated Electronic Funds Transfer / Automated Clearinghouse (EFT/ACH/Wire) Payment. You may initiate a credit to Fuelman's bank account to pay the Amount Due shown on the Statement after notifying and obtaining approval from a Customer Service representative to do so. Fuelman will charge, and you agree to pay, a fee of fifty dollars (\$50.00) for processing each EFT/ACH/Wire payment you initiate.
- 11.6 Applying Payments. Fuelman uses a "balance-forward" based accounting system. Therefore, all payments made by you to Fuelman will be applied accordingly against the outstanding amount due at the time the payment is received.
- 11.7 Late Payments and Late Fees. All payments owed by you to Fuelman that are not received by the Due Date are considered late, and you will be obligated to pay Fuelman Late Fees and Finance Charges. In the event any required payment is not received by Fuelman by the Due Date, Fuelman will charge you, and you agree to pay, a Late Fee equal to 12.25% of the New Balance (defined below) with a minimum Late Fee of seventy-five dollars (\$75.00) for each late payment, not to exceed the maximum rate allowable by applicable law. To determine the New Balance for the purposes of Late Fees, Fuelman starts with the 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. Appropriate Finance Charges and fees are added and other applicable adjustments made.
- 11.8 Annual Percentage Rate. When you own Finance Charges on the Account, the Annual Percentage Rate on purchases is thirty-two percent (32%), which corresponds to a Daily Periodic Rate of 0.0877%, or the maximum amount allowed by applicable law, whichever is less. The Daily Periodic Rate is the Annual Percentage Rate divided by three hundred sixty-five (365).
- 11.9 Finance Charges. If your Statement is paid in full every Billing Cycle by the applicable Due Date, the Account will not incur Finance Charges. If a payment is late, then Finance Charges begin to accrue for each purchase as of the date the purchase is added to the Account. If payment in full of the Amount Due shown on the Statement for a Billing Cycle is credited to your Account by the Due Date shown on that respective Statement, then Finance Charges will not accrue for purchases from the date on which payment in full of that Amount Due is credited to your Account, provided the Amount Due of the next Statement attributable to such purchases is paid by the Due Date reflected in such next Statement (Finance Charge due because Client does not pay in full the Amount Due of the next Statement will be reflected in the following Statement). In addition, Finance Charges will not accrue for purchases during a Billing Cycle if the Amount Due shown on the Statement for the prior Billing Cycle is zero (\$0) or a credit balance, provided the Amount Due of the next Statement attributable to such purchases is paid by the Due Date reflected in such next Statement (Finance Charge due because Client does not pay in full the Amount Due of the next Statement will be reflected in the following Statement). Periodic Finance Charges are calculated in two steps as follows: First, for each day of the Billing Cycle, Fuelman multiplies the Daily Balance by the applicable Daily Periodic Rate. Second, for each day of the prior Billing Cycle, Fuelman multiplies the Daily Balance for purchases made in that Billing Cycle by the same Daily Periodic Rate. However, Fuelman does not do this second step if it received payment in full of the Amount Due on your previous billing Statement by the Due Date or if a Finance Charge was already billed on that balance. For Finance Charge calculation purposes, the Billing Cycle begins on the day after the Closing Date of the Statement and includes the following Closing Date or, for daily Billing Cycle Accounts, begins on the Due Date. The number of days in the Billing Cycle may vary. The Daily Balance is calculated by taking the beginning balance of the Account each day (which may include unpaid Finance Charges from previous Billing Cycles), adding any new Transactions and any new fees, and subtracting any credits or payments posted as of that day, and any other adjustments. Daily Periodic Finance Charges will be rounded to the nearest cent. Unless Fuelman elects to use a later date, a new Transaction is added to the balance as of the Transaction date shown on your standard fleet management report as described herein. A credit balance is treated as a balance of zero.
- 11.10 Maximum Lawful Rate. In no event shall any Finance Charges or other rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. You and Fuelman, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, *ipso facto*, as of the date of this Agreement, you are and shall be liable only for the payment of such maximum amount as allowed by law, and payment received from you in excess of such legal maximum amount, whenever received, shall be applied to reduce the principal balance of the Obligations hereunder to the extent of such excess.
- 11.11 Returned Payment. If any payment is returned or denied, Fuelman will charge, and you agree to pay, a Returned Payment Fee of the lesser of fifty dollars (\$50.00) or the maximum amount allowable by applicable law, for each occurrence. At our option, we will assess this fee the first time your check or payment is not honored even it is honored upon resubmission. Fuelman will also charge the applicable Late Fees and Finance Charges incurred if balance is not received by Due Date due to returned payment. In addition, if payment is returned or denied, Fuelman may prevent you from making any further purchases using the Cards until such time that you pay the outstanding balance in the Account.
- 11.12 Reserve Amount. Fuelman will notify you of any reserve amount (the "Reserve Amount") necessary to open your Account. You will pay the Reserve Amount to Fuelman prior to using the Cards. You shall continue paying Fuelman any

amounts on any periodic Fuelman Statement by the Due Date. In the Event of Default (defined below), the Reserve Amount will be applied to the Account as a payment on the Account. Any interest earned on the reserve balance in the Account will accrue to Fuelman. As part of our credit reviews, you may be required to provide a Reserve Amount to Fuelman to secure the full and faithful performance of all of your obligations. You understand that the credit limit will not be activated for use until Fuelman has received confirmation from its bank that the Reserve Amount funds are available for use. In the event you default or otherwise fail to perform any obligation owed to Fuelman, you authorize Fuelman to use, without notice or demand, the Reserve Amount to satisfy any such default or obligation. You represent that the Reserve Amount is made in the ordinary course of your business, and that the Reserve Amount is not a transfer made on account of any antecedent debt. No trust relationship is created between Fuelman and you as a result of your payment and Fuelman's acceptance of the Reserve Amount. You authorize Fuelman to commingle the Reserve Amount with other Fuelman funds. After receiving a request from you, Fuelman may, but is not obligated to, reevaluate the necessity and the amount of the Reserve Amount. You will provide Fuelman financial information requested to conduct its evaluation. Upon evidence of satisfactory improvement in your financial condition, Fuelman may determine, in its sole discretion, to return the Reserve Amount. Fuelman may also require an increase in the Reserve Amount at any time in order to continue the credit relationship between the parties. Fuelman will return the Reserve Amount to you upon termination of the Account only after you have satisfied all Obligations of the Account, the Card(s) have been returned to Fuelman and full performance of your obligations to Fuelman.

12 **Events Of Default.** The occurrence of any of the following shall constitute an "Event of Default" hereunder:

12.1 You fail to pay any principal, interest, or other amount payable in respect of any Obligation when due;

12.2 You fail to observe or perform any other covenant contained in this Agreement;

12.3 Any representation or warranty made by you or Guarantor herein or in the Application proves untrue in any material respect as of the date of the making or furnishing thereof;

12.4 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) be 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

12.5 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.

12.6 **Remedies Upon Event Of Default.** Without limiting any other rights or remedies of Fuelman provided elsewhere in this Agreement, or by applicable law, or in equity, or otherwise, at any time after any Event of Default, Fuelman shall have and may exercise, at its 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.

13 **Dispute Resolution.**

13.1 **Disputed Transactions.** To dispute any Transaction on your Statement, you must notify Fuelman in writing as set forth below within fifteen (15) days of the date of your Statement. Fuelman will promptly investigate the matter and respond to you within sixty (60) days after receiving written notice. Notice should be sent to: FUELMAN, P. O. Box 1239, Covington, LA 70434, Attention: Customer Service. Fuelman shall not be responsible for and you shall waive any discrepancies or disputes that you do not report to Fuelman in writing within fifteen (15) days after the date of your Statement.

13.2 **Disputed Transaction Notices.** You may report any dispute to Fuelman by telephone. However, telephone notice will not preserve your rights or otherwise serve as effective notice under this Agreement. You must put in writing any dispute regarding a Transaction on your Statement. Your letter 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.

13.3 **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 Fuelman's sole discretion, the dispute will be resolved by binding arbitration in Atlanta, Georgia 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 Fuelman for all of its costs and expenses (including collections and attorney's fees and costs) incurred in connection with enforcing any of Fuelman's rights under this Agreement.

13.4 **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 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, or 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 Web site: www.adr.org; JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610 Web site: www.jamsadr.com; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405 Web site: 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 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 in respect of 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 days of notice of the award. The appeal must request a new arbitration before a panel of three 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 days has 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.

14 **Security, Loss, Theft Or Unauthorized Use Of Card.**

14.1 **Client's Responsibility.** It is your responsibility to ensure proper security controls are kept in place to protect the Cards and Driver IDs and that only your authorized employees or agents use them to make purchases. It is also your responsibility to lock any inactive, misplaced, or stolen Cards and Driver IDs immediately. Fuelman is not responsible for fraudulent Transactions made on unlocked Cards with valid Driver IDs. You should use the online account application to lock Cards and Driver IDs instantly. Alternatively, you can contact Customer Service during regular business hours via phone call with the requested change, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. All Transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Driver ID will be considered to be authorized Transactions in which you are fully responsible for payment. It is also your responsibility to review the standard fleet management reports and optional eMail exception alerts to identify potential purchasing discrepancies. You should instruct your Cardholders to keep any record of their Driver ID separate from the vehicle's Card.

14.2 **Lost or Stolen Cards.** You shall report all lost or stolen Cards to Fuelman immediately via 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, in which case Fuelman will make the requested changes within 24 hours and assume responsibility for any unauthorized purchases at that point. You understand that it is liable for all Transactions made by lost or stolen Cards until 24 hours after the time Fuelman receives your notice of such lost or stolen Cards, and for all unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. You agree in any event 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. This provision does not apply 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) in accordance with the terms hereof.

15 **Card Purchasing Controls.** Cards may be configured to attempt to limit transaction amounts and acceptance. 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. Fuelman establishes standard parameter controls as a means of assisting you in limiting purchase abuse and fraud. While Fuelman attempts to control the use of the Card to the parameters selected, you agree to pay for all transactions on the Account ("Charges") regardless of whether such charges are within or outside the parameters established for each Card.

15.1 **Tax Reporting Limitations.** Fuelman calculates applicable taxes for Fuel. Applicable taxes for Maintenance and other non-Fuel purchases are dependent on the information provided to Fuelman by the applicable Merchant Location.

15.2 **Merchant Limitations.** The personnel (if any) at a Merchant Location are not the agents or employees of Fuelman and Fuelman shall not be responsible for the products or services rendered by any of the Merchants or any other liability or damage which arises from the action or negligence of the personnel of any of the Merchants, their agents or their employees.

15.3 **Claims.** All claims for defective Fuel or Maintenance must be made to the Merchant operating the Merchant Location where such Fuel or Maintenance was purchased. Any claim for defective Fuel or Maintenance is waived unless made in writing to Merchant, with a copy to Fuelman, within fifteen (15) days from the date of the purchase of the alleged defective Fuel or Maintenance giving rise to the claim. Fuelman will not accept any claims for defective Miscellaneous.

16 **Term and Termination.**

16.1 **Termination by Client.** You may terminate your Account and its use of the Cards for any reason by providing written notice of such termination to Fuelman. You remain obligated to pay for any and all transactions, balances, fees, and other amounts incurred up until midnight of the day Fuelman receives notice of such termination.

16.2 **Termination by Fuelman.** Fuelman may terminate your Account and its use of the Cards for any reason, including but not limited to, inactivity, failure to promptly pay any amounts due Fuelman, failure to use the Cards exclusively for business purposes, or Fuelman's decision to terminate the Fuelman Program. Fuelman will notify your Representative at the time of termination that your Account or Card(s) will be terminated along with the reason(s) for such termination.

17 **Change In Ownership.** You must notify Fuelman 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. Fuelman may terminate the Account in its sole discretion upon any change of ownership.

18 **Contacts And Notices.**

18.1 **Business Owner/Account Principal.** The "Business Owner" and/or "Account Principal" listed on the Application is authorized to provide Fuelman with the information necessary to establish your Account records and Cards, including, but not limited to vehicle, driver, and card-user related information. Fuelman is authorized to send all Account information and your Cards to the Fleet Contact's attention.

18.2 **Authorized Representative.** The "Authorized Representative" listed on the Application is authorized to provide Fuelman with payment information about payments on the Account. This contact may be the same person as the Fleet Contact and will be Fuelman's primary contact in the event that the Account becomes delinquent or exceeds the assigned Spend Limit.

18.3 **Notices, Statements, and other Communications.** Except as specified otherwise in this Agreement, all notices, requests, demand, or other communications required to be made pursuant to this Agreement shall be in writing and shall be given by mail by first class, certified or registered mail, postage prepaid, or by the sending by facsimile (with confirmation by mail to be provided by the party giving notice) or by reputable overnight delivery service (such as FEDEX or UPS) or by personal delivery to the recipient party, to the address indicated below for Fuelman and in your Application. Fuelman may provide all written communications to you at the address maintained in Fuelman's records. It is your responsibility to notify Fuelman of any changes to your address. Without limiting the foregoing, Fuelman 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. Fuelman's address for notices is: FUELMAN, P. O. Box 1239, Covington, LA 70434, Attention: Customer Service.

19 **Credit Reporting Agencies.** You and Guarantor(s) authorize Fuelman to report to any commercial credit reporting agency, you or Guarantor's performance under this Agreement, including but not limited to Dunn & Bradstreet, Experian Business or Equifax Credit Information Services. If the Account is personally guaranteed, Fuelman may report Account information to consumer credit reporting agencies, including but not limited to Equifax Credit Information Services, Experian 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

20 **Limitation of Liability.** FUELMAN 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 FUELMAN LIABLE FOR ANY DIRECT DAMAGES, FUELMAN'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID

OR PAYABLE BY YOU TO FUELMAN FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

21. **Indemnification.** To the maximum extent allowed by law, you (the “Indemnitor”) will indemnify and hold harmless Fuelman and its affiliates, directors, officers, employees, and agents (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, 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 agent’s acts or omissions. The Indemnitees will give prompt notice of any Claim to the Indemnitor, who will defend the Indemnitees at the Indemnitees’ request.
21. **Governing Law.** This Agreement will be governed by the law of Louisiana, without regard to its conflicts of laws principles. The parties agree that the Agreement was executed in Louisiana.
22. **Assignment.** You will not assign, including by operation of law, this Agreement or any right or obligation under this Agreement without the prior written consent of Fuelman. This Agreement, and any and all rights and obligations associated with the Agreement, may be assigned by Fuelman upon notice to you. All of Fuelman’s rights under this Agreement and subsequent amendments shall also apply to any assignee of this Agreement. This Agreement is binding on the parties to this Agreement and their respective successors and permitted assigns.
23. **Relationship of Parties.** Nothing in this Agreement will be construed to create a joint venture, partnership, employment, or agency relationship between the parties for any purpose.
24. **Force Majeure.** 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.
25. **No Waiver.** 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. A waiver by any party of any breach or obligation will not be construed to be a waiver of any other breach or obligation. The party waiving its rights must sign all waivers. No waiver of any default, expressed or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.
26. **Severability.** If any provision of this Agreement is declared invalid, illegal, or unenforceable, 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 effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of this Agreement.
27. **Interpretation.** This Agreement will not be presumptively interpreted for or against any party by reason of that party having drafted or negotiated, or failed to draft or negotiate, all or any portion of any provision of this Agreement. The captions and headings included in this Agreement have been inserted for convenience only and may not be used in connection with the interpretation of this Agreement. Each party intends that this Agreement will not benefit, or create any right or cause of action in or on behalf of, any person or entity other than the parties to this Agreement.
28. **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 these Terms and Conditions, 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 these Terms and Conditions and the Privacy Policy, the terms of the Privacy Policy shall control.

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