

**1. Nature of Account and Card Use.** The Cards are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes and for individual retail sales. The processing of accumulated sales or the purchasing of bulk fuel is prohibited using the Account or Cards. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse Operator, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses paid by such entities as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. Use of the Card(s) and any assigned point-of-purchase ("POS") authorization identification numbers ("IDS"/"PINs") may be canceled, revoked, reprocessed or restricted at any time. Only authorized Customer representatives will be allowed to make changes to the Account.

**2. Account Principal Responsibilities.** Each principal (a "Principal") for this Account, if any, as shown on the application, is personally and unconditionally, jointly and severally liable with Customer, 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. 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.

**3. Administration and Security of Cards.** You may request cards on your account for yourself or others and you may permit an authorized user to have access to your card or a card you request for them on your account number ("Authorized User"). However, if you do, you must pay for all charges made by those persons, including charges for which you may not have intended to be responsible. In order to cancel permission of an Authorized User to use your account, you must notify us in writing via mail to customer service address on the customer invoice and you must return to us, with your written notice, any card in the possession of the Authorized User. You will continue to be liable for all purchases made by Authorized Users, even if you no longer want them to make purchases and even if they leave your employment, and all other resulting account fees and charges, until we receive your letter. If you leave the business for any reason, or if the business ceases ongoing operations, is subject to a change in control or structure or transfers or agrees to transfer a substantial part of its assets, you must notify us in writing so that we may close your account. Customer shall be solely responsible for the use, maintenance, administration, and security of the Cards and Driver IDs within Customer's business, including but not limited to, distributing Cards to, and collecting Cards from, its employees and agents. Notwithstanding any other provision in this Agreement, Customer is responsible for any loss or misuse of Cards by its employees and agents. Customer is responsible for maintaining a valid email address for fraud alerts, and required to respond to these alerts. Certain pricing options may include monthly Card Fees of up to ten dollars (\$10) per card.

**4. Spend Limit.** The spend limit for the Account is determined by FleetCor and adjusted up or down periodically without prior notice based on changes in the Account's purchase volume, average fuel prices, billing frequency, payment terms, and the Customer's creditworthiness. The amount of spend limit and open-to-buy for the Account is available anytime by calling the toll free customer service line shown on the customer invoice and using the special "security" code or via the online account management system. Customer shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its spend limit at any time. FleetCor may decide, at its own discretion, to decline or approve any transactions made after Customer exceeds the Account spend limit, or to lock the Account until the balance due is paid in full. In order to periodically re-evaluate the Account's spend limit, Customer hereby agrees to allow Operator to obtain credit reports on the Customer whenever Operator deems necessary.

**5. Billing and Payment Terms.** Billing frequency and payment terms are established for the Customer during the initial Account application process and are subject to change by FleetCor as outlined below. With this Account, you may not carry an outstanding balance past the due date shown on the customer invoice. The Total Amount Due shown on each Account Invoice is due and payable via check, online, Check by Phone or EFT and must be posted to the Account by the Due Date shown on the invoice. The "Total Amount Due" on each Account Invoice includes transactions posted since the prior Invoice date (current period charges), applicable service fees, amounts past due (e.g. unpaid amounts previously billed), late payment charges, and any other applicable charges, less posted payments and applicable credits and/or rebates. For prefunded Accounts, charges made to the Account and any applicable fees will be deducted from the Account balance, and all payments require collected funds.

#### Payment Methods:

- a. Check Payments.** Checks should be made out to "Card Services" and sent along with the remittance stub (lower portion of the customer invoice) via US Mail to the address shown on the Invoice. Conforming payments received at address as displayed on customer invoice by 4:00 p.m. Eastern Time on a business day (Monday through Friday of each week, excluding banking holidays) will be credited to Customer's Account on the same day. To be considered a conforming 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 FleetCor with remittance stub in the lower portion of the customer invoice; one check per Account per Invoice. Non-conforming payments will be credited to Customer's Account as of the next business day. In the event the Due Date falls on a day which is not a business day, conforming payments must be received by 4:00 p.m. Eastern Time on the preceding business day.
- b. Customer Initiated Online Payments.** Customer can submit payments via the online account management system. If insufficient funds are available on the bank account at the time a debit is initiated, Customer will not be able to make any further purchases using the Cards until such time that the Customer pays the outstanding balance in the Account. Payments made online and received on or before 4:00 p.m. Eastern time on a business day will be credited to Customer's Account on the same business day. Otherwise, online payments will be credited to Customer's Account within the next business day.
- c. Check by Phone.** FleetCor reserves the right to charge a Check by Phone Fee not to exceed fifteen dollars (\$15) for Customer requested payment made by calling a Customer Service Representative. Payment by phone received by 4:00 p.m. Eastern Time on a business day will be credited to Customer Account on the same business day; otherwise pay by phone payments will be credited to Customer's Account within the next business day. Customer can avoid the Check by Phone Fee by making the payment through the Interactive Voice Response (IVR) system by calling the customer service number on the statement or by using the online account management system to pay electronically.
- d. FleetCor Initiated Electronic Funds Transfer (EFT).** FleetCor, at its sole discretion, may offer Customer the option of EFT 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 designated bank account (Bank Account). Customer represents, warrants and covenants that the Bank Account was established for business purposes and not for personal or household purposes. Customer agrees to be bound by NACHA Operating Rules. On the Due Date of each Billing Cycle, we will initiate a debit to the Bank Account to pay the Total Amount Due from the previous Billing Cycle. If at any time the amount charged to the Account exceeds the spend limit at any time, we will also debit the Bank Account for such excess charges over the spend limit. The exact time that the Bank Account will be debited for the amount charged to the Account may vary, depending on the processing capabilities of the bank at which the Bank Account exists. If insufficient funds are available in the Bank Account to pay the Total Amount Due at the time a debit is initiated, you will not be able to make any further purchases using the Cards until such time that you pay the outstanding balance in the Account. Furthermore, you will be assessed Returned Payment Fee, Late Fee and Interest Charges related to the insufficient funds transaction. If the EFT

option is offered to Customer, FleetCor reserves the right to charge a one-time set up fee up to fifty dollars (\$50.00) per Account and a EFT/ACH Bank Handling fee of up to five dollars (\$5.00) for each EFT/ACH draft. We may change our billing and debiting cycle at any time by providing written notice to you.

**Change in Bank Account.** To change the Bank Account, Customer's authorized representative must provide a written request of such change. The request should include the following information for the new account:

- Bank name (the bank must be a member of the National Automated Clearinghouse Association (NACHA);
- Branch address;
- Branch number; and
- Account number

The request should also contain a voided check from the new Bank Account. It will take approximately ten days for us to change the account. During this time, you agree to cooperate with us to provide additional information necessary to make the change and to execute a test of the change.

**e. Other Payments.** FleetCor reserves the right to charge a fee up to fifty dollars (\$50.00) for processing each Automated Clearinghouse (ACH) / Wire payment / Other non-standard payment methods.

**Late Payments:** If Customer does not make full payment of the Total Amount Due by the Due Date, then Customer shall pay a Late Fee equal to: (i) the greater of (a) one hundred and fifty dollars (\$150) or (b) 12.25 % of the New Balance (defined below), or (ii) the maximum amount permitted under applicable law if less than the amount in subsection (i). In addition to a Late Fee, FleetCor reserves the right to assess, and the Customer agrees to pay, an Interest Charge equal to the current Prime Rate + 23.99% times the prior balance amount, pro-rated for the portion of a year represented by the billing frequency (i.e., 1/52 for weekly cycle, 1/24 for semi-monthly, 1/12 for monthly cycle), or the maximum charge permitted by law, whichever is less. The fact that FleetCor may charge interest if Customer fails to make full payment of the Total Amount Due by the Due Date does not in any way authorize the Customer to elect not to pay such Total Amount Due by the Due Date, nor does it indicate that FleetCor has consented to the failure by Customer to make such full payment. The New Balance amount is calculated prior to the billing date and equals the Total Amount Due from the last Account Invoice plus any additional posted purchase transactions. FleetCor may impose a minimum Interest Charge of one dollar (\$1) for each billing period for which Interest Charges are due. FleetCor may round any calculations made in determining the Interest Charges on Customer's Account to the nearest 1/10th percentage point. FleetCor also reserves the right to charge a Returned Payment Fee of up to fifty dollars (\$50) or the maximum amount permitted by law, whichever is less. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you customer invoice. However, fees will continue to accrue whether or not we send you customer invoices. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the customer invoice to only one address.

**6. Security Deposit.** As part of the credit review, Customer may be required to provide a security deposit to FleetCor to secure the full and faithful performance of all of Customer's obligations. If required, Customer understands that the spend limit may be equal to an amount that is up to eighty percent (80%) of the security deposit amount. Customer understands that the spend limit will not be activated for use until FleetCor has received confirmation from its bank that the security deposit funds are available for use. In the event Customer defaults or otherwise fails to perform any obligation owed to Issuing Bank or FleetCor, Customer authorizes FleetCor to use, without notice or demand, the security deposit funds to satisfy any such default or obligation. Customer represents that the security deposit is made in the ordinary course of Customer's business, and that the security deposit is not a transfer made on account of any antecedent debt. No trust relationship is created between Issuing Bank or FleetCor and Customer as a result of the Customer's payment and FleetCor's acceptance of the security deposit. Customer authorizes FleetCor to commingle the security deposit with other FleetCor funds. After receiving a written request from Customer, FleetCor may, but is not obligated to, reevaluate the necessity and the amount of the security deposit. Customer will provide FleetCor financial information requested to conduct its evaluation. Upon evidence of satisfactory improvement in Customer's financial condition, FleetCor may determine, in its sole discretion, to return the security deposit. FleetCor may also require an increase in the security deposit amount at any time from time to time. FleetCor will return the security deposit to Customer upon termination of the account and full performance by Customer of its obligations to FleetCor.

**7. Account Administration Fee.** Depending on the application under which you applied and your account pricing, your account may be charged up to 10¢ per gallon Minimum Program Administration Fee for ongoing program operation cost. FleetCor reserves the right to change this fee with prior notice.

**8. Rebate Program Terms.** Depending on the application under which you applied and your account pricing, your cards may qualify for a purchase rebate program. The rebate program, if applicable to your account, is only available if your account is open, in good standing, and is not in default of the payment terms provided within these cardholder terms and conditions. Please refer to your account pricing documentation for specifics regarding rebate levels. 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 cardholder terms and conditions are excluded from this rebate. We reserve the right to change or terminate this Rebate Program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, we reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended.

**9. Additional Services.** Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, FleetCor may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service before fees are charged. FleetCor also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other Vendors to the Customer. In no case is FleetCor making any representation about the quality or value of any particular product or service.

**10. Credit Balance.** Unless your account is a prepaid account, you may not make a payment on your account that will create and/or maintain a credit balance on your account in excess of any assigned spend limit. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges posted to your account. You agree and understand that a credit balance on your account may not increase the amount of available spend limit on your account.

**11. High Credit Risk Account.** In the event that the Customer's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at FleetCor's discretion is below FleetCor'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 Account incurs more than one Late Fee in any 12-month rolling period or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, FleetCor will deem the Customer to be "High Credit Risk Account" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and spend limit in accordance with the Change of Terms procedures as explained elsewhere in this Agreement. In addition, FleetCor reserves the right to charge a High Risk Transaction fee equal to: the greater of (a) five dollars (\$5) per transaction or (b) two hundred dollars (\$200) per billing cycle for High Credit Risk Accounts. In the event an Account is deemed High Credit Risk Account by any of the criteria above, FleetCor may also withhold any discounts/rebates earned until such time that FleetCor, in its sole discretion, deems the Customer to no longer be High Credit Risk Account. FleetCor may review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High Credit Risk decision is made solely by FleetCor 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.

Customer questions concerning their 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 [shb@equifax.com](mailto:shb@equifax.com). Experian may be contacted at 888-397-3742 or online at [www.experian.com/reportaccess](http://www.experian.com/reportaccess).

**12. Change of Terms; Termination.** FleetCor may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may include, but are not limited to, information in Customer's credit report, such as Customer's failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include, but are not limited to, competitive or market-related factors. Changing terms includes adding, replacing, and deleting provisions relating to the Account and to the nature, extent, and enforcement of the rights and obligations Customer or FleetCor may have relating to this Agreement. FleetCor will provide Customer with notice when required by law by mailing a letter to the terms to Customer at the latest address shown in its records. Any changes will apply to the current balance of the Account as well as to future balances. If Customer does not agree to any such change, Customer may end this Agreement by notifying Operator at the toll free customer service line or via mail to the customer service address on the customer invoice before the effective date of the change, returning all Cards to Operator and paying what is owed under the terms of this Agreement. Unless FleetCor notifies Customer otherwise, use of any Card issued to the Account after the effective date of the change shall be deemed acceptance of the new terms. FleetCor may terminate this Agreement at any time by written or telephone notice to Customer.

**13. Statements and Reporting.** Account Invoice and standard fleet management reports are available via the online account management system. FleetCor can also provide paper copies of each Invoice and the accompanying management report with transaction details via US Mail. FleetCor produces a variety of optional fleet management reports, including YTD summaries, Maintenance-specific reports, driver-specific reports, and tax reports. FleetCor reserves the right to charge Client a fee of up to fifteen dollars (\$15.00) per report or up to one hundred dollars (\$100.00) per quarter for delivering each of these optional reports. Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g. product code, gallons, price per gallon).

**14. Tax-Reclamation Processing.** If your company is exempt from certain fuel taxes, FleetCor may be able to calculate the taxes and bill you net of those amounts. Government required tax-exempt identification and certification will be required for consideration and approval into the program. FleetCor reserves the right to charge a Tax Reclamation Processing fee to Accounts utilizing the service of up to the greater of one percent (1%) of the applicable retail purchase amount or ten dollars (\$10), but not to exceed one hundred dollars (\$100) per Billing Cycle. This service is only available to certain types of Accounts in certain geographies.

**15. Card Acceptance.** MasterCard fleet cards are typically accepted at all fueling locations that accept MasterCard, and if approved by Operator may be allowed to make purchases at other business-related merchants (e.g. maintenance, office supplies, airlines, hotels, restaurants, etc.). However, Operator is not responsible and shall have no liability if a merchant or any third party refuses to honor Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are primarily for security and fraud control reasons. Additionally, if the Account is over the spend limit or delinquent, authorization of additional transactions may be declined. Operator reserves the right to prevent Cards from working at certain types of merchant locations deemed to be "quasi-cash" or a higher risk of fraud (e.g. internet purchases, casinos, money transfer agents, financial institutions) at any time without prior notice.

**16. Card Acceptance - Diesel Truck Stop Network.** Comdata has created a nationwide multi-brand network of commercial truck stop merchants (called "CDN Direct Network") that accept Cards, prompt for vehicle/driver ID and odometer, and may provide a discount on diesel fuel purchases made at the commercial fueling desk or at fueling island. Card transactions at CDN Direct merchant locations that offer a "cash discount" will typically be charged the cash price. Operator reserves the right to charge a CDN Direct Network Transaction Fee of up to five dollars (\$5.00) per CDN Direct truck stop transaction as well as any onsite tank transactions as identified by the Comdata Direct Management Report. Participating merchants change periodically and can be found by contacting Operator at 800-553-5131.

**17. Card Purchasing Controls.** Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to: specific merchant category codes (MCCs), 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. Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card.

**18. International Card Acceptance.** Operator reserves the right to prevent Cards from working outside of the US. In the event that the Card is allowed to make international purchases, the transaction amount will include a MasterCard Currency Conversion Assessment Fee of 20 basis points (0.2%) of the purchase amount and may include a MasterCard Cross-Border Fee of up to 90 basis points (0.9%) of the purchase amount depending on the merchant Location's processor.

**19. Disputed Item.** Customer must notify Operator in writing to customer service address on the customer invoice of any disputed item on Customer's customer invoice within sixty (60) days from the date of the customer invoice, or it will be deemed undisputed and accepted by Customer. Unless required by law, Operator is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has such a problem with a merchant, Customer must pay the Account and settle the dispute directly with the merchant. Operator is not responsible if any merchant refuses to honor the Card. Customer may dispute an item by phone, email, fax, and any other form of communication, but Operator may require Customer to complete a written dispute form to process the dispute request. In the written dispute Customer must provide the following information:

- a) Name and title of individual submitting the written dispute, Customer's name, Customer's address, Customer's phone, Account control number, the name or description on the Card on which the disputed transaction occurred, and the affected Card's embossed number.
- b) Merchant's name, merchant's address, transaction description, posting date, billing period, and dollar amount of the suspected error. For other disputed issues, the description and amount of the charge along with the billing period is sufficient.
- c) Describe the error and explain why Customer believes there is an error. If Customer needs more information, describe the item(s) Customer is unsure about.
- d) To avoid Late Fees and/or Interest Charges and possible spend limit problems Customer should pay the disputed amount while FleetCor determines the validity of the dispute. In the event the dispute is deemed valid, FleetCor will credit the amount back to the Customer's Account.

In the event Customer disputes a Charge and FleetCor credits the Account for all or part of such disputed Charge, FleetCor succeeds to, and Customer hereby assigns and transfers to FleetCor any rights and claims (excluding personal injury or property damage claims) that Customer has, had or may have against any third party for an amount equal to the amount FleetCor credited to the Account. After FleetCor makes such credit,

Customer agrees that without FleetCor's consent Customer will not pursue any claim against or reimbursement from such third party for the amount that FleetCor credited to the Account, and that Customer will cooperate with FleetCor if FleetCor decides to pursue the third party for the amount credited.

**20. Default and Remedies.** In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the spend limit and payment terms provisions hereof, Operator shall have the right to immediately suspend the Account and terminate any price incentives (e.g. discounts or rebates) until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then FleetCor may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination. Subject to applicable law, Customer agrees that FleetCor has the right to set-off and/or recoup any amount Customer owes on the Account or any claim FleetCor has related to this Agreement against any credit balances or other amounts that FleetCor may owe Customer. In the event that the 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, Customer agrees 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 to the extent permitted by law.

**21. Card Creation and Delivery.** FleetCor will endeavor to create and ship new plastic card within a timely manner. Standard card creation and delivery is considered part of the service provided. If Customer desires one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, Customer must either use the online account management system or notify Operator at the toll free customer service line shown on the customer invoice. If Customer requires expedited card delivery, additional shipping and handling fees apply, based on the delivery method and timeframe. If Customer requires same-day plastic embossing, FleetCor will charge an additional fee of twenty-five dollars (\$25) per card plus any expedited shipping and handling fees. Expedited card delivery requires a physical delivery address and cannot be made to a post office box.

**22. Lost or Stolen Cards.** Customer understands that it is the Customer's responsibility to select and apply transaction limitations on the Account Card and monitor any suspicious and unauthorized activities on the Account. Customer also agrees to notify Operator immediately at the toll free customer service line shown on the customer invoice of any loss, theft or unauthorized use of the Account or of any Card. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. Customer agrees in any event that if at any time Customer has been issued ten (10) or more Cards at Customer's request, then Customer waives any and all limitations of liability for unauthorized use of such Cards. This provision does not apply to misuse of Cards by Customer's employees or agents (for which Customer is always obligated), Customer also agrees to assist FleetCor in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of any Card or Account and to comply with such procedures as FleetCor may reasonably require in connection with any investigation. Notwithstanding anything to the contrary in this Section, if Customer has opted into FleetCor's Fraud Liability Waiver Program, then the Fraud Liability Waiver Program Terms and Conditions shall continue to apply for the duration of such time as Customer remains enrolled in the Fraud Liability Waiver Program.

**23. Enforcement.** FleetCor may enforce any right or remedy FleetCor may have regarding any of Customer's obligations under this Agreement without affecting FleetCor's other rights or remedies. Customer waives (i) any right to require FleetCor to proceed against any other person or entity liable on the Account or pursue any other remedy in FleetCor's power whatsoever; (ii) any defense because of any disability or other defense or cessation of liability on the Account by anyone else for any reason other than full payment; (iii) any defense or right against FleetCor arising out of the exercise of the rights under this Agreement to the extent that such exercise of rights results in the loss of any right of subrogation, reimbursement or other right Customer may have against any other person liable on the Account; and (iv) all presentments, diligence, protests, demands, and notices of protest, dishonor or nonperformance. FleetCor can delay enforcing or fail to enforce any rights under this Agreement without losing them.

**24. Credit Reports.** Customer authorizes FleetCor to make or have made any credit, employment, and investigative inquiries FleetCor deems appropriate (including obtaining consumer reports and commercial credit reports) in connection with any updates, renewals or extensions of credit or the collection of amounts owed on the Account. If Customer wishes to know the names of the consumer reporting agencies FleetCor has contacted, Customer should send a written request to the Customer Service address listed on the customer invoice. FleetCor may furnish information concerning the Account, the Customer, and/or the Principal's credit history with FleetCor to consumer reporting agencies, commercial credit bureaus, and others who may properly receive that information. A negative credit report reflecting on the Account's record may be submitted to a consumer reporting agency or a commercial credit bureau if Customer or any Principal fails to fulfill the terms of this Agreement. You understand that FleetCor may report account information in Customer's name as well as in the names of any Principal and/or guarantors. If Customer believes FleetCor reported information incorrectly to a credit reporting agency, Customer should send a written request to the Customer Service address listed on the customer invoice. FleetCor will investigate the matter to determine if incorrect information was reported, in which case FleetCor will notify each credit reporting agency to which FleetCor reported and will request they correct the report.

**25. Cooperation on Information** Subject to applicable law, Customer will provide FleetCor any information that FleetCor reasonably requests about an Authorized User's use of a card. Customer agrees to provide Operator with annual, fiscal year-end financial statements on an annual basis as requested. Customer will also provide reasonable cooperation to FleetCor in any investigation, litigation, or prosecution arising in connection with the use of a Card.

**26. Preauthorized Charges.** If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums (if possible under your account terms) 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 payments to such vendors and such payments are not subject to automatic charges.

**27. Arbitration.** Customer or Operator may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties 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. To accommodate the right to arbitrate, Customer agrees that it 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 Customer's relationship with Operator. 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. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

#### Claims Covered

• What Claims are subject to arbitration? All Claims relating to the Cards, your Account, a prior related account with us, 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 Issuing Bank or anyone else 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 Arbitration Works

• 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 an arbitration by contacting them as follows:

American Arbitration Association, 535 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 customer 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.

• Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. 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.

• 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.

**28. Telephone Monitoring and Recording.** From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

**29. Closing Your Account.** You may close your account at any time by notifying us in writing via mail to customer service address on the customer invoice. However, you remain responsible to pay the total balance according to the terms of this Agreement. We may close your account or suspend your account privileges at any time for any reason without prior notice. FleetCor may take such action for various reasons, including (but without limitation) if Customer does not use the Cards during any three (3) month time period. Customer agrees to indemnify and hold FleetCor, its subsidiaries and affiliates harmless for any losses, damages or liability arising from a claim against any of the aforementioned for wrongful cancellation of an Authorized User’s Card if Customer, or Customer’s designee, is the party which requested cancellation of the Card. FleetCor may cancel a Card issued to an Authorized User, in which case FleetCor will notify Customer. Upon cancellation of any Authorized User’s Card for whatever reason, Customer must obtain such Card and return it to FleetCor cut in half. If FleetCor agrees to reinstate the Account after a cancellation, the new Agreement FleetCor sends Customer (or, if FleetCor does not send Customer a new Agreement, this Agreement, as it may be amended) will govern the reinstated Account. “Account Reinstatement” is the process of removing any suspensions or returning the Account to good standing. All charges, fees, and previous obligations will remain the Customer’s responsibility. When FleetCor reinstates the account, FleetCor may reinstate any Cards issued in connection with the Account and bill Customer the applicable fees. However, nothing in this Agreement shall obligate us to monitor the use of any card, and as described

in this Agreement, you are solely responsible for the use of your account and of any outstanding card issued on your account. We may also reissue a different card, or account number at any time.

**30. Refusal of the Card.** We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have sufficient spend limit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your account privileges until we can verify the activity, although we undertake no responsibility to monitor your card or to attempt to detect unauthorized or fraudulent activity.

**31. Tax Reporting Limitations.** Applicable taxes for fuel, maintenance and other non-fuel purchases are dependent on the information provided to us by the applicable merchant location. If you are a tax exempt organization, you may enter other agreements with us to accommodate tax exempt purchases of fuel. However, nothing in this Agreement shall allow even a tax exempt organization to exclude from its payments to us taxes included in your balance owed.

**32. Claims.** All claims for defective fuel, services, merchandise or maintenance must be made to the merchant operating the merchant location where such fuel, services, merchandise or maintenance was purchased (even if that merchant is ‘Customer’). Any claim for defective fuel, services, merchandise or maintenance is waived by you 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.

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

**34. Safe Fueling Operation.** You must instruct all persons to whom you provide a card for purchasing fuel in safe and proper fueling procedures. You must ensure that everyone using a card issued on your account is instructed in applicable safety measures and will comply with all applicable laws and safety notices.

**35. Maximum Lawful Rate.** In no event shall any interest rate or 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 we, 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 as allowed by law, and payment received from you in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance owed to us to the extent of such excess (or shall be a credit if in excess of any such balance).

**36. Limitation of Liability.** Operator and Issuing Bank shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Operator or Issuing Bank. OPERATOR AND ISSUING BANK 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 CUSTOMER, A GUARANTOR, CO-MAKER 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 OPERATOR OR ISSUING BANK LIABLE FOR ANY DIRECT DAMAGES, OPERATOR AND ISSUING BANK’S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO OPERATOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**37. Miscellaneous.** (i) This Agreement shall be governed by the laws of the State of Louisiana without regard to the choice of law rules of such state. FleetCor has a substantial presence in such state, including accounting, treasury and tax functions. (ii) No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. (iii) This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. (iv) FleetCor reserves the right to assign any or all of their rights and obligations under this Agreement to a third party. (v) Customer may not transfer or assign this Agreement or the Account. (vi) If any provision of this Agreement is declared invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected.

**38. 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 (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, MasterCard and the Issuing Bank, 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. Section 5318.

**39. Equal Credit Opportunity Act Notice.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant’s income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity Act, Washington D.C. 20580.

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# FUELMAN MASTERCARD CARDHOLDER AGREEMENT

## Summary of Certain Fees<sup>1,2,3</sup>

Late Fee	Greater of 12.25% of the New Balance or \$150 for each late payment
Interest Charge	APR at Current Prime Rate + 23.99% or maximum allowed by applicable law
High Credit Risk Account	Greater of (a) five dollars (\$5) per transaction or (b) two hundred dollars (\$200) per billing cycle for High Credit Risk Accounts
Minimum Program	Up to 10 cents per gallon
Administration Fee*	
Monthly Card Fee	Up to \$10 per card per month
Optional Fleet Management Reports	Up to \$15 for each optional report or up to \$100 per quarter
Non-standard Payment	One time set up fee up to \$50 and up to \$5 Bank Handling Fee per debit for
Options	Operator initiated EFT/ACH; Up to \$50 per payment for Client initiated ACH/Wire or Checks sent to different payment address displayed on customer invoices; Up to \$25 for Customer requested payment made through either the Interactive Voice Response (IVR) system or by calling Customer Service Representative
Returned Payment Fee	Up to \$50 per occurrence

<sup>1</sup> Listed charges/fees not applicable to all Customers.

<sup>2</sup> Additional charges/fees may apply based on the Customer’s agreed-upon program, please refer to the full Cardholder Agreement for complete details.

<sup>3</sup> Charges/fees for additional products/services is available upon request.

\*Certain exclusions apply, please consult with your sales representative for more details.