

FLEETCOR'S MASTERCARD® CLIENT AGREEMENT

For accounts branded: Universal Premium FleetCard, Universal Premium Mastercard, Fuelman Advantage Platinum Fleet Mastercard, Comdata Universal FleetCard, Comdata Universal Mastercard, Comdata Fleet Mastercard, Comdata Construction Mastercard, Universal Platinum Fleet Mastercard, Driven Mastercard, BuilderPro Comdata Universal FleetCard Mastercard, or Fuelman Fleet Mastercard

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	
Accelerator Rewards	<ul style="list-style-type: none"> • \$5 per card per month for Elite membership • \$10 per card per month for Premier membership
Clean Advantage	<ul style="list-style-type: none"> • 5¢ per gallon to offset 100% of carbon emission
Other Fees & Charges	
Comdata Direct Network Transaction Fee	<ul style="list-style-type: none"> • Up to \$5 per transaction
High Credit Risk Account	<ul style="list-style-type: none"> • Up to \$5 per transaction
International Card Acceptance	<ul style="list-style-type: none"> • 1.1% of the U.S. dollar purchase amount
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"> • Prime Rate + 23.99% or maximum allowed by applicable law
Non-Standard Billing Frequency Card Fee	<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 • \$50 setup fee plus \$5 per FLEETCOR initiated EFT/ACH/Wire payment • \$0 for standard payment: via the online account management system or conforming check payment
Returned Payment	<ul style="list-style-type: none"> • \$50 per occurrence

TERMS AND CONDITIONS

1 **Definitions.**

1.1 **Account.** "Account" shall mean the Mastercard Card account established for you, which may be branded as a Universal Premium FleetCard, Universal Premium Mastercard, Fuelman Advantage Platinum Fleet Mastercard, Comdata Universal FleetCard, Comdata Universal Mastercard, Comdata Fleet Mastercard, Comdata Construction Mastercard, Universal Platinum Fleet Mastercard, Driven Mastercard, BuilderPro Comdata Universal FleetCard Mastercard, or Fuelman Fleet Mastercard.

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 enrollment document you completed when applying for the Account through FLEETCOR.

1.4 **Approval Letter.** "Approval Letter" shall mean the letter (if any) sent by FLEETCOR 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 FLEETCOR 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 an Invoice for the Account will be provided.

1.8 **Card or Cards.** "Card" or "Cards" shall mean the payment card or cards issued to you.

1.9 **Cardholder.** "Cardholder" shall mean the person presenting the Card to a merchant.

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 Due Date. “Due Date” shall mean the date upon which your payment is due to FLEETCOR as stated next to the Total Balance Due on your Invoice, or as otherwise stated by FLEETCOR.
- 1.14 FLEETCOR. “FLEETCOR” and “we” and “our” and “us” shall mean FLEETCOR Technologies Operating Company, LLC, a Louisiana limited liability company, which owns the Accounts.
- 1.15 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 FLEETCOR.
- 1.16 Invoice. “Invoice” shall mean the billing statement for the Account provided at the end of each Billing Cycle.
- 1.17 Issuing Bank. “Issuing Bank” means Regions Bank, headquartered in Birmingham, Alabama, or another financial institution, that issued your Card or Cards to you.
- 1.18 Mastercard. “Mastercard” means Mastercard International Incorporated.
- 1.19 Merchant Category Code (MCC). “Merchant Category Code” or “MCC” is the code assigned by Mastercard to merchants based on the type of goods or services provided.
- 1.20 Principal. “Principal” shall mean the person identified on the Application (if any) who applies for the Account as a co-maker with you.
- 1.21 Prompted ID. “Prompted ID” shall mean the personal identification number issued to you by FLEETCOR for use with a Card to authorize a particular transaction.
- 1.22 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 FLEETCOR 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 FLEETCOR shall be deemed to have entered into this Agreement. We 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 of the changes or amendments, 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 FLEETCOR.
- 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 us 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 we may request at any time to enable us 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 FLEETCOR, 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, we will establish an Account for you that will be used to pay for items purchased through use of the Cards. Cards may not be used for cash advances or purchases from persons other than merchants.
- 3.2 Credit Limit. Upon our approval of your Application, we will establish an aggregate Credit Limit for all the Cards issued to you under the Account based on our evaluation of your creditworthiness. We may increase or decrease this Credit Limit at any time with or without providing notice to you. We may decide, at our 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 (e.g., transaction size) 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, invoice balances, and receipts as well as reviewing and replying to any fraud alert notifications. Notwithstanding any other provision in this Agreement, you shall be responsible for any loss or misuse of cards by your employees and agents or others who obtain possession or use of cards issued to you.
- 3.4 Property. All Cards remain the property of the Issuing Bank and shall be surrendered immediately by you to FLEETCOR upon FLEETCOR’s request.
- 3.5 Cancellation of Cards. If, at any time, for any reason, you desire to cancel any particular Card, but not the Account, your Authorized Representative must notify us 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 we receive notice of such Card cancellation.
- 3.6 Suspension of Cards/Accounts. We, at our 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 us 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 FLEETCOR, at which time any credit extended hereunder shall be revoked and all sums owed by you to FLEETCOR pursuant hereto shall become immediately due and payable.
- 4 **Program Fees.**
- 4.1 **Accelerator Rewards.** Your Account includes Accelerator Rewards as a program feature. See the Addendum attached to these Terms and Conditions for the Accelerator Rewards Terms and Conditions.
- 4.2 **Clean Advantage.** Your Account includes Clean Advantage as a program feature. Clean Advantage is a carbon emissions offset program for your fuel consumption based on gallons purchased with your Cards. We will charge, and you agree to pay, 5¢ per gallon to offset 100% of your carbon emissions.
- 5 **Purchases.**
- 5.1 **Inability to Operate.** We will have no responsibility or liability for any merchant's, person's, or machine's rejection of or refusal to honor a Card or accept a transaction on your Account. You agree there shall be no liability to FLEETCOR or any other company or entity, if for any reason any merchant or merchant location should fail to allow purchase(s), fail to authorize transaction(s), or fail to operate in any other manner.
- 5.2 **WARRANTY DISCLAIMER.** FLEETCOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL FLEETCOR 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 are instructed in safe and proper fueling procedures. You shall comply, and you shall cause your employees and agents to comply, with all applicable local, state, and federal laws and regulations pertaining to the dispensing and use of fuel at merchant locations as well as all safety notices posted by merchants.
- 7 **Representations and Warranties.** You represent, warrant, and covenant to FLEETCOR 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 us 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 our express written consent.
- 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 **Conditions To Extension Of Credit.** Any extension of credit under this Agreement shall be subject to, and conditioned upon, satisfaction of the following requirements:
- 8.1 You and, if requested, the Guarantor, must complete and provide to us an executed counterpart of the Application in a form and substance acceptable to us;
- 8.2 You must deposit with us any Secured Deposit Amount (as defined below) required to open your Account;
- 8.3 You must pay all outstanding amounts due, including any applicable fees as described in this Agreement, on the Account by the Due Date;
- 8.4 All of your representations and warranties in this Agreement must be true and correct;
- 8.5 No event shall have occurred and be continuing, or would result from the extension of credit hereunder, that constitutes or would constitute (with notice or the lapse of time or both) an Event of Default (defined below); and
- 8.6 After giving effect to any requested extension of credit, the aggregate outstanding balance owing on your Account (outstanding Account balance and unbilled transactions) must not exceed your Credit Limit.
- 9 **Pricing.**
- 9.1 **International Card Acceptance.** Transactions outside the United States or in a currency other than US Dollars are subject to a foreign transaction fee currently set at 1.1% of the U.S. dollar amount of the transaction. Transactions in foreign currency will be converted by Mastercard into U.S. dollars in accordance with the operating regulation or conversion procedures in effect at the time the transaction is processed. Currently, those regulations and procedures provide that the

currency conversion rate to be used is either (1) a wholesale market rate or (2) a government-mandated rate on the date the transaction is processed, which may differ from the rate on the date the transaction occurred or the date the transaction is posted to the Card account.

9.2 Comdata Direct Network Transaction Fee. Our subsidiary Comdata has created a nationwide multi-brand network of commercial fueling merchants (that accept Cards, prompt for vehicle/Prompted ID & odometer, and may provide a discount on diesel fuel purchases made at the commercial fueling desk and/or fueling island). We will charge a Comdata Direct Network Transaction Fee of up to \$5 for each Comdata Direct Network transaction as well as any onsite tank transactions as identified by the Comdata Direct Management Report. Participating merchants change periodically.

9.3 High Credit Risk Account. We may deem you to be a High Credit Risk Account and may charge a High Risk Transaction Fee in the event that your Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at our discretion is below our 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 thirty (30) days or more delinquent in any 12-month rolling period, or make a payment that is not honored by your bank. The High Risk Transaction Fee is the greater of up to five dollars (\$5.00) per transaction charge or two hundred dollars (\$200) per month. High Credit Risk Account pricing remains in effect until such time that you are no longer considered a High Credit Risk Account. We will review each High Credit Risk Account at least once every three (3) months for changes in creditworthiness. This decision is made in our sole discretion based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision. Your questions concerning your commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. 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.

9.4 Rebate/Volume Discount. We 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 the 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. 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. We also reserve the right to change or terminate the rebate program at any time and in any manner with prior notice.

10 Billing.

10.1 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 Total Balance Due shown on each invoice is due and payable in full by the Due Date shown on the invoice (if you have a daily billing cycle, a daily transaction report shall serve as the invoice 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). We may change your Billing Cycle at any time by providing you with written notice; such notice may be provided in an Invoice. It is your obligation to notify us if you do not receive an invoice 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 an Invoice at the end of a Billing Cycle.

10.2 Non-Standard Billing Frequency Card Fee. At our discretion, your Billing Cycle may be extended at an additional charge of \$2.00 per Card per month.

10.3 Guaranty. Guarantor hereby unconditionally and irrevocably guarantees to FLEETCOR and its successors, endorsees, transferees and assigns, the punctual payment when due (whether at stated maturity, by acceleration or otherwise) and performance of any 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 FLEETCOR to proceed in respect to 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 FLEETCOR to take any action regarding the Guaranteed Obligations does not limit or prohibit FLEETCOR 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 FLEETCOR. Guarantor further expressly waives and agrees not to assert or take advantage of any defense based upon the failure of FLEETCOR in respect to the Guaranteed Obligations against Client or any other party for the payment of the Guaranteed Obligations. Guarantor agrees that any notice or directive given at any time by any person to FLEETCOR which is inconsistent with the waivers in the preceding two sentences shall be null and void and may be ignored by FLEETCOR. 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 FLEETCOR 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, FLEETCOR 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.

10.4 **Account Principal Responsibility.** Each Principal for this Account, if any, as shown on the Application, is personally and unconditionally, jointly and severally liable with you, as principal and not as surety or guarantor, for the payment and performance when due of all Obligations (as defined below) 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.

11 **Payment.** You hereby unconditionally promise to pay us, in lawful money of the United States of America and in accordance with this Agreement, all outstanding Obligations which may, from time to time, be owing to us by you. As used herein, "Obligations" shall mean all outstanding sums you owe to us, including, without limitation, payments for transactions, reimbursement for petroleum products obtained through us, 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 Invoice 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 Total Balance 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.

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

12.1 **Client Check.** You may submit payment by valid check equal to the Total Balance Due shown on the Invoice. We 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 the Invoice. Conforming check payments received at lockbox facility address as displayed on the 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 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 we provided with the remittance coupon in the lower portion of the Invoice summary; one check per Account per Invoice. Non-conforming check payments will be credited to your Account as of the next business day. In the event your Invoice 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.

12.2 **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.

12.3 **Pay by Phone.** We may initiate, at your request, payment by phone through a customer service representative. We 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.

12.4 **FLEETCOR Initiated Electronic Funds Transfer / Automated Clearinghouse (EFT/ACH) Payment.** We may initiate, at your request, a debit to the Bank Account to pay the Total Balance Due on the Invoice. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your Bank Account. You represent, warrant and covenant that the Bank Account was established for business purposes and not for personal or household purposes. You agree to be bound by the NACHA Operating Rules. For daily billed Clients, we will initiate a debit to the Bank Account to pay the Total Balance Due on the previous business day. We 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. We may change your debiting cycle at any time by providing you with written notice. We will charge, and you agree to pay, a one-time setup fee of fifty dollars (\$50) and an EFT/ACH bank handling fee of five dollars (\$5.00) per debit of your Bank Account. For Clients with a daily Billing Cycle, unless otherwise directed by FLEETCOR, the debit to the 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.

12.5 **Late Payment and Finance Charges.** If you do not make full payment of the Total Balance Due by the Due Date, then you will pay a Late Fee equal to: (i) the greater of (a) seventy-five dollars (\$75) 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, we reserve the right to assess, and you agree to pay, a Finance 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 we may charge interest if you fail to make full payment of the Total Balance Due by the Due Date does not in any way authorize you to elect not to pay such Total Balance Due by the Due Date, nor does it indicate that we have consented to any failure to make such full payment. The New Balance amount is calculated just prior to the billing date and equals the Total Balance Due from the last customer invoice plus any additional posted purchase transactions. We will impose a minimum Finance Charge of one dollar (\$1) for each billing cycle for which Finance Charges are due. We may round any calculations made in determining the Finance Charges on your Account to the nearest 1/10th percentage point.
- 12.6 **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 FLEETCOR, 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.
- 12.7 **Returned Payment.** If any payment is returned or denied, we will charge, and you agree to pay, a Returned Payment Fee of the lesser of fifty dollars (\$50.00) 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. We will also charge the applicable Late Fees and Finance Charges incurred if the balance is not received by Due Date due to returned payment. In addition, if payment is returned or denied, we may prevent you from making any further purchases using the Cards until such time that you pay the outstanding balance in the Account.
- 12.8 **Secured Deposit Amount.** We will notify you of any reserve amount (the "Secured Deposit Amount") necessary to open your Account. You will pay the Secured Deposit Amount to us prior to using the Cards. You shall continue paying us any amounts on any periodic Invoice by the Due Date. In the Event of Default (defined below), the Secured Deposit 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 us. As part of our credit reviews, you may be required to provide a Secured Deposit Amount to us 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 we have received confirmation from our bank that the Secured Deposit Amount funds are available for use. In the event you default or otherwise fail to perform any obligation owed to us, you authorize us to use, without notice or demand, the Secured Deposit Amount to satisfy any such default or obligation. You represent that the Secured Deposit Amount is made in the ordinary course of your business, and that the Secured Deposit Amount is not a transfer made on account of any antecedent debt. No trust relationship is created between us and you as a result of your payment and our acceptance of the Secured Deposit Amount. After receiving a request from you, we may, but are not obligated to, reevaluate the necessity and the amount of the Secured Deposit Amount. You will provide us financial information requested to conduct its evaluation. Upon evidence of satisfactory improvement in your financial condition, we may determine, in our sole discretion, to return the Secured Deposit Amount. We may also require an increase in the Secured Deposit Amount at any time in order to continue the credit relationship between the parties. We will return the Secured Deposit Amount to you upon termination of the Account only after you have satisfied all Obligations of the Account and your Card(s) have been returned to us.
- 13 **Events Of Default.** The occurrence of any of the following shall constitute an "Event of Default" hereunder:
- 13.1 You fail to pay any principal, interest, or other amount payable in respect of any Obligation when due;
- 13.2 You fail to observe or perform any other covenant contained in this Agreement;
- 13.3 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;
- 13.4 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
- 13.5 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.
- 13.6 **Remedies Upon Event Of Default.** Without limiting any other of our rights or remedies, at any time after any Event of Default, we shall have and may exercise, at our election, any and all rights and remedies available at law, in equity, or otherwise, including, without limitation, (i) declaring the entire unpaid balance of the Obligations hereunder or any part thereof immediately due and payable, whereupon it shall be due and payable; and (ii) demanding payment from the

Guarantor.

14 **Dispute Resolution.**

14.1 **Disputed Transactions.** To dispute any transaction on your Invoice, you must notify us in writing as set forth below within sixty (60) days of the date of your Invoice or notify us through the online account management tool. Notice should be sent to: FLEETCOR, P.O. Box 1239, Covington, LA 70434, Attention: Customer Service. We shall not be responsible for and you shall waive any discrepancies or disputes that you do not report to us in writing within sixty (60) days after the date of your Invoice.

14.2 **Disputed Transaction Notices.** You may report any dispute to us 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 Invoice. Your letter must include the following information: name; Account number; date of the Invoice; dollar amount and identification of the transaction(s) in question; and any possible explanation of the error.

14.3 **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 our sole discretion, the dispute will be resolved by binding arbitration in compliance with the American Arbitration Association's commercial arbitration rules or by litigation in accordance with the provisions below. The foregoing does not prohibit either party from seeking injunctive relief without first complying with this Section. You will reimburse us for all of our costs and expenses (including collections and attorney's fees and costs) incurred in connection with enforcing any of our rights under this Agreement.

14.4 **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 are subject to arbitration.

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.

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

15.1 **Client's Responsibility.** It is your responsibility to ensure proper security controls are kept in place to protect the Cards and Prompted 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 Prompted IDs immediately. We are not responsible for fraudulent transactions made on unlocked Cards with valid Prompted IDs. You should use the online account management tool or call customer service at the number on the back of your Cards to lock Cards and Prompted IDs instantly. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active Prompted ID, if applicable, 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. You should instruct your Cardholders to keep any record of their Prompted ID separate from the vehicle's Card.

15.2 **Lost or Stolen Cards.** You shall report all lost or stolen Cards to us immediately via a phone call to customer service identifying the Card number and such other details concerning the loss or theft of the Cards. You understand that you are liable for all transactions made by lost or stolen Cards until 24 hours after the time we receive 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; provided, *however*, that if your account includes Fraud Protector as a standard program feature, you are entitled to the rights and benefits, and are subject to the obligations, included in the Fraud Protector Terms and Conditions. This provision does not apply to misuse of Cards by Cardholders, for which you are always obligated. You and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s) in accordance with the terms hereof.

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

16.1 **Tax Reporting Limitations.** We calculate applicable taxes for fuel. Applicable taxes for non-fuel purchases are dependent on the information provided to us by the applicable merchant location.

16.2 **Merchant Limitations.** The personnel (if any) at a merchant location are not our agents or employees and we shall not be responsible for any merchant's products or any other liability or damage which arises from the action or negligence of the personnel of any merchant or any merchant's agents or employees.

16.3 **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. Any claim for defective fuel, services, merchandise or maintenance is waived unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise or maintenance giving rise to the claim.

17 **Term and Termination.**

17.1 **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 us. You remain obligated to pay for any and all transactions, balances, fees, and other amounts incurred up until termination of Account.

17.2 **Termination by FLEETCOR.** We 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 to us, failure to use the Cards exclusively for business purposes, or our decision to terminate the Card program. We will notify your Authorized Representative at the time of termination that your Account or Card(s) will be terminated.

18 **Change In Ownership.** You must notify us immediately in the event of any sale of a majority ownership of your equity, any sale of a majority of your assets, any merger, reorganization or other transaction which results in a change of your ownership. We may terminate the Account in our sole discretion upon any change of ownership.

19 **Contacts And Notices.**

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

19.2 **Authorized Representative.** Your Authorized Representative may provide us with payment information about payments on the Account. This contact may be the same person as the Business Owner, Account Principal, or Fleet Contact and will be our primary contact in the event that the Account becomes delinquent or exceeds the assigned Credit Limit.

19.3 **Notices, Invoices, 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 FLEETCOR and in your Application. We may provide all written communications to you at the address maintained in our records. It is your responsibility to notify us of any changes to your address. Without limiting the foregoing, we may provide any notice to you by including the notice in an Invoice provided to you. A notice will be deemed received on the actual date of receipt. Our address for notices is: FLEETCOR, P. O. Box 1239, Covington, LA 70434, Attention: Customer Service.

19.4 **Servicing and Collections.** If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

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

20 **Credit Reporting Agencies.** You and Guarantor(s) authorize us to report to any commercial credit reporting agency, you or Guarantor's performance under this Agreement, including but not limited to Dun & Bradstreet, Experian Business or Equifax Credit Information Services. If the Account is personally guaranteed, we may report Account information to consumer credit reporting agencies, including but not limited to Equifax Credit Information Services, Experian and TransUnion. You and Guarantor have the right to notify the consumer reporting agencies not to use your respective credit report in connection with a credit transaction you 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.

21 **Limitation of Liability.** FLEETCOR WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR LIABLE FOR ANY DIRECT DAMAGES, FLEETCOR'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO FLEETCOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

22 **Indemnification.** To the maximum extent allowed by law, you (the "Indemnitor") will indemnify and hold harmless FLEETCOR 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.

23 **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.

24 **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 FLEETCOR. This Agreement, and any and all rights and obligations associated with the Agreement, may be assigned by FLEETCOR upon notice to you. All of FLEETCOR'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.

25 **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.

26 **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.

27 **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.

28 **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.

29 **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.

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.

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.

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.

ADDENDUM TO CARD PROGRAM TERMS AND CONDITIONS

Accelerator Rewards Terms and Conditions

Scope. These Accelerator Rewards Terms and Conditions apply only to the Accelerator Rewards program feature and do not amend or otherwise modify the Terms and Conditions that otherwise apply to your Account or Cards.

Accelerator Rewards Current Program Pricing. For the purposes of this program, Cards shall include those issued to your Account that are ready to be used for purchases and are not blocked, cancelled, or expired. We have the right to change the program pricing at any time and at our sole discretion, and we will notify you in advance. Current program pricing: Elite Membership = \$5 per card per month; Premier Membership = \$10 per card per month. If at any point, you want to change your membership level, call customer service to upgrade or downgrade your membership.

Accelerator Rewards Benefits – Points. Members of the program earn points for eligible gallons of fuel they buy on any open Card in their Account to be used for cash back in the form of a prepaid Mastercard. Additional redemption options may become available over time. 1 Point = \$0.01 (i.e., every 5,000 points = \$50 cash back). We have the right to, at any time and at our sole discretion, change the value of a point. You will get a monthly communication showing your points balance and you can call customer service to receive your points balance at any time. Points earned from each billing period will post to your account within 60 days of your due date for that invoice. You may call customer service to redeem points. You must redeem at least 5,000 points on any redemption, and redemptions must be in increments of 2,500 points up to a maximum of 50,000 points redeemed in any one request. Once you have requested a points redemption, this is non-reversible. We will ship your prepaid Mastercard to any address in the USA by standard mail. International addresses are not allowed. We are not responsible for any lost or stolen cards and/or funds, and we will not issue a replacement card or funds. Points expire if they are not used within 12 months and all points will expire if the account has been inactive (i.e., no card has transacted) for any continuous 6-month period. Points are not redeemable for cash or a credit to your account. From time to time, we may permit you to earn more points per eligible gallon for certain purchases with particular retailers and we may contact you about this to allow you to benefit from these offers. Points are subject to forfeiture if Account is not in good standing. No points will be given for any activity that is suspected or reported to be fraudulent. Returns and refunds will be adjusted out of your points balance. There are no earnings caps, but points can be earned only on retail gallons (i.e., no points will be earned on bulk fuel). Points may be adjusted out of your balance if you fail to pay your invoice on time and in full. All points are forfeited upon account closure. Points do not have any cash value.

Accelerator Rewards Benefits - Non-Fuel / Business Expense Rebates. For business expense cards, additional

rebates apply to all eligible purchases at non-fuel locations, based on their assigned merchant category code (MCC), which are subject to eligibility criteria and credit qualifications. Accounts eligible for this benefit will have been deemed eligible for a “Business Expense Card” by FLEETCOR 60 days after account sign up (eligibility determined by credit qualifications, payment history, etc.), communicated to that they are eligible for a “Business Expense Card”, and subsequently accepted this offer and set up this new “Business Expense Card.” All additional rebates from the program are separate and in addition to any other offers (e.g., introductory offers). Rebates are credited to accounts in arrears. Rebates are subject to forfeiture for inactivity or if account is not in good standing. No rebates will be given for any activity that is suspected or reported to be fraudulent. Qualifying purchases do not include purchases or reloading of pre-paid cards, or purchases of other cash equivalents.

Accelerator Rewards Benefits - Anniversary Loyalty Bonus. Accounts will receive one annual bonus in the form of a prepaid Mastercard for your loyalty to the program on the anniversary of your enrollment into the program. The anniversary date is the date when you enroll into the program, and the 1st card will be sent one year after your initial enrollment. Accounts must be enrolled in the program for 12 continuous months to receive the prepaid Mastercard. Your account must be in good standing to be eligible to receive the anniversary bonus. Your prepaid card amount is determined by the membership level of your account on the anniversary date. We will ship your prepaid Mastercard automatically to the address on file. Prepaid Mastercards will be mailed only to addresses in the USA and will ship standard mail within 60 days of the anniversary date. We are not responsible for any lost or stolen cards and/or funds, and we will not issue a replacement card or funds.

Accelerator Rewards Benefits - Late Fee Waiver(s). Depending on the level of your membership, you will have the benefit of waiving a late payment fee on your account. As a benefit of this program, you may enroll into either Elite or Premier membership and use your late payment fee waiver retroactively for a late fee charged to your account within 30 days of enrollment. Regardless of membership tier and any unenrollment/re-enrollment activity, any account is entitled to a maximum of 2 late payment fee waivers in any calendar year. If all membership activity within a calendar year is at the Elite level your account is capped at 1 late payment fee waiver. Customer remains responsible for all payments due on the account and the late fee waiver does not entitle Customer to pay late or not pay the balance due. Your account may still have your cards locked after your account goes past an invoice due date. We will not apply the waiver unless it is requested by you. Call customer service to use this benefit.

Accelerator Rewards Benefits - Premium Customer Service. Your account provides access to a subset of customer service representatives specifically chosen to handle Elite and Premier members and your account’s call will receive priority (“jump ahead”) of non-Elite/Premier members. If hold times in this special line reach a certain amount, we may route your phone call to the standard customer service department to prevent excessive wait times for your phone call. To ensure you receive this benefit, please call in from the phone number listed on file for your account. This premium customer service benefit may be limited to certain days/times or topics.

Accelerator Rewards Benefits - Summary by Level.

Program Benefit	Elite	Premier
Points	1 Point / Gal.	2 Points / Gal.
Non-Fuel Rebates	0.25% Rebate	0.50% Rebate
Anniversary Loyalty Bonus	\$50	\$100
Late Fee Waivers	1 / Year	2 / Year
Premium Customer Service	Enrolled	Enrolled