

**BP® BUSINESS SOLUTIONS MASTERCARD®
CLIENT AGREEMENT**

Summary of Rates, Fees, and Other Costs

Important: 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.		
Category	Program Fees & Rates	For Details
Account/Membership Fee	<ul style="list-style-type: none"> • \$10 per month (waived for each month over 5,000 gallons of fuel are purchased) 	Section 3.1
Category	Other Fees & Rates	For Details
High Credit Risk	<ul style="list-style-type: none"> • Up to 2% of the Account's Credit/Spend Limit per Billing Cycle 	Section 3.2
Out of Network	<ul style="list-style-type: none"> • Up to \$2 per transaction at a merchant location other than BP®/Amoco 	Section 3.3
Paper Report	<ul style="list-style-type: none"> • Up to \$15 per account per month (Note: Reports are available online free of charge) 	Section 3.4
Tax-Exempt Reporting	<ul style="list-style-type: none"> • 1% of the invoice amount except where prohibited by law 	Section 3.5
International Acceptance	<ul style="list-style-type: none"> • Up to 1.1% of the purchase amount 	Section 3.6
Late Payment	<ul style="list-style-type: none"> • Standard Accounts: Greater of \$75 or 7.25% of New Balance • High Credit Risk Accounts: Greater of \$75 or 12.25% of New Balance 	Section 4.2
Payment Options	<ul style="list-style-type: none"> • \$0 for conforming check, online account management, or IVR payment • \$50 for checks not sent to address indicated on Statement • \$15 per representative-assisted Check by Phone payment 	Sections 5.1–5.5
Returned Payment	<ul style="list-style-type: none"> • \$50 per occurrence 	Section 5.6
Expedited Card Creation/Delivery	<ul style="list-style-type: none"> • Up to \$25 per card plus expedited shipping fees of \$25 for second day delivery and \$35 for overnight 	Section 6.12

BP® is a registered trademark of BP p.l.c. Mastercard® is a registered trademark of Mastercard International, Incorporated. The BP® Business Solutions Mastercard® is issued by Regions® Bank, pursuant to license by Mastercard®.

DEFINITIONS & ACCEPTANCE TERMS

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

COST & PAYMENT TERMS

- Program And Other Fees.**

- 3.1 Account/Membership Fee. We will charge, and you agree to pay, a ten dollar (\$10) per month Account/Membership Fee. We will waive the fee for each month you purchase over 5,000 gallons of fuel.
- 3.2 High Credit Risk Fee. We may deem you to be a High Credit Risk Account if: (a) your commercial credit score falls below six hundred (600); (b) your consumer credit score falls below six hundred and seventy (670); (c) you incur one or more Late Fees in any 12-month rolling period; (d) you are thirty (30) days or more delinquent in any 12-month rolling period; or (e) you make a payment that is not honored by your bank. If your Account is deemed a High Credit Risk Account, we reserve the right to change the Account's Billing Cycle, payment terms (*i.e.*, days-to-pay), Credit/Spend Limit, and terminate any rebates/discounts that you otherwise would have earned; and we will charge you, and you agree to pay, a High Credit Risk Account Fee of up to two percent (2%) of the Account's Credit/Spend Limit per Billing Cycle. We will review each High Credit Risk Account at least once every three (3) months for changes in creditworthiness. We determine your Account's creditworthiness based on your Account's payment history and on information provided to us by the credit reporting agencies. Your questions concerning your credit scores should be directed to the relevant reporting agencies: (a) D&B at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078; (b) Equifax at 800-727-8495 or sbfe@equifax.com; (c) Experian Consumer at 888-397-3742 or at www.experian.com/reportaccess; (d) Experian Business may be contacted at 888-211-0728 or online at <https://www.experian.com/small-business/business-credit-information>.
- 3.3 Out of Network Transaction Fee. Cards are accepted at fueling locations that accept Mastercard® cards and may be accepted at other business-related merchants that accept Mastercard® cards. We will charge, and you agree to pay, an Out of Network Fee of up to two dollars (\$2) per transaction that occurs at merchant locations that are not BP® or Amoco branded.
- 3.4 Paper Report Fee. Statements and standard fleet management reports are available free of charge via the online account management system. We can also provide paper copies of each statement and the accompanying management report with transaction details via US Mail. We reserve the right to charge a Paper Report Fee of up to fifteen dollars (\$15) per account per month. You understand and agree that we may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to you when the merchant is unable to deliver complete purchase detail data (*e.g.*, product code, gallons, price per gallon).
- 3.5 Tax Reporting. 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. We will charge, and you agree to pay, a processing fee of one percent (1%) of the invoice amount for this service, except where prohibited by applicable law.
- 3.6 International Card Acceptance. We reserve 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.
- 3.7 Rebate/Volume Discount. The rebate program, if applicable to you, is only available if your Account is open, in good standing, and not in default of the payment terms provided within this Agreement. Aviation, bulk fuel, and international purchases as well as transactions at non-qualifying gasoline merchants are excluded from the rebate program.
- 4 Billing.
- 4.1 Billing. Your Billing Cycle was agreed upon during the application and Account setup process. We may change your Billing Cycle at any time by providing you with written notice. It is your obligation to notify us if you do not receive a Statement at the end of each Billing Cycle, and you are responsible for any Late Fees and/or Interest Charges regardless of whether or not you received a Statement at the end of a Billing Cycle. If we deem your Account uncollectible or if we institute delinquency collection proceedings, we may, in our sole discretion, stop sending you billing statements. However, fees will continue to accrue whether or not we send you billing statements. You must notify us of a change in your address by contacting customer service by telephone or mail. We will mail or deliver a Statement to only one address.
- 4.2 Amount Due/Total Amount Due. The total outstanding balance (the amount you owe us) appears as the "Amount Due" or "Total Amount Due" on your Statement.
- (a) **Payments:** *This is not a revolving credit account. The Amount Due/Total Amount Due shown on each Account Statement is due and payable by the Due Date shown on the Statement.* The Amount Due/Total Amount Due includes current transactions, applicable service fees, amounts past due, late fees, charges for returned checks and other applicable charges. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement.
- (b) **Late Fee:** For each billing period for which the Amount Due/Total Amount Due is not received by the Due Date, you agree to pay a Late Fee equal to (i) the greater of (a) seventy-five dollars (\$75) or (b) 7.25% of the New Balance, or (ii) the maximum amount permitted under applicable law. However, if you are deemed to be a High Credit Risk Account, the applicable late fee may be increased to (i) the greater of (a) seventy-five dollars (\$75) or (b) 12.25% of the New Balance, or (ii) the maximum amount permitted under applicable law.
- (c) **New Balance:** To determine the New Balance for the purposes of calculating Late Fees, we start with the Amount Due/Total Amount Due on the Statement for which the payment is late. Any purchases and other debits posted to the Account through the end date of the current (next succeeding) Statement may be added to this amount. We then add the appropriate fees and make other applicable adjustments. Charges and fees become part of the principal obligation for subsequent billing periods.
- 5 Payment Methods. The following terms apply to each of the following payment methods.
- 5.1 Due Date. If received by 4:00 p.m. Eastern Time on a business day (Monday through Friday) of each week, excluding

banking holidays), conforming check payments, client initiated online payments, and pay-by-phone payments will be credited to your Account as of the date received, otherwise online payments will be credited to your Account the next business day. In the event your Statement reflects a Due Date which falls on a day which is not a business day, your payment must be received by 4:00 p.m. Eastern Time on the preceding business day.

- 5.2 **Client Check.** You may submit payment by valid check. To be considered a conforming check payment, it must be recognized by the lockbox facility as “conforming” which includes, but is not limited to, the following criteria: a single check without check skirt; sent in the envelope provided by us with remittance coupon in the lower portion of the Statement summary; one check per Account per Statement. Non-conforming check payments will be credited to your Account as of the next business day. We will charge, and you agree to pay, an Exception Handling Fee of fifty dollars (\$50) per occurrence for payments sent to any address other than the lockbox facility address as displayed on your Statement.
- 5.3 **Client Initiated Online Payment.** You may submit payment via the online account management system.
- 5.4 **Pay by Phone.** We may initiate, at your request, payment by phone either through a customer service representative or Interactive Voice Response (IVR) system. We will charge, and you agree to pay, a Check by Phone Fee of up to fifteen dollars (\$15) if you make a payment by calling a customer service representative. You can avoid the Check by Phone Fee by using the online account management system to pay your Account electronically or by using the IVR system to pay via phone.
- 5.5 **FLEETCOR Initiated EFT/ACH Payment.** We may initiate, at your request, a debit to your Bank Account to facilitate payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your Bank Account. You represent, warrant, and covenant that your Bank Account was established for business purposes and not for personal or household purposes. You agree to be bound by NACHA Operating Rules. For daily billed Clients, we will initiate a debit to the Bank Account to pay the Amount Due/Total Amount Due or Minimum Amount 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/Spend 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. To change the Bank Account, you must contact a customer service representative.
- 5.6 **Returned Payment.** If any payment is returned or denied, we will charge, and you agree to pay, a Returned Payment Fee of the lesser of fifty dollars (\$50) or the maximum amount allowable by applicable law for each returned payment. At our option, we will assess this fee the first time your check or payment is not honored even if it is honored upon resubmission. In addition, if your payment is returned or denied, we may prevent you from making any further purchases using the Cards until such time that you pay the outstanding balance in the Account.
- 5.7 **Credit Balance.** We will return any credit over twenty-five dollars (\$25) if the amount has been on the Account longer than three (3) months. We reserve the right to write-off credit balances equal to or less than twenty-five dollars (\$25) if they have been on the Account longer than three (3) months and may reduce the amount of any credit balance by the amount of new charges posted to the Account.

AGREEMENT & ACCOUNT/CARD USE TERMS

6 Your Agreement, Account, and Cards.

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

- the security deposit to you upon termination of the account and your full performance of your obligations to us.
- 6.4 Client's Responsibility. You are solely responsible for the use, maintenance, administration, and security of the Cards and any driver identification numbers, passwords, personal identification numbers, vehicle identification numbers, employee identification numbers, or other information necessary to access the Account or to use any Card issued on the Account, including, but not limited to, distributing Cards to, and collecting Cards from, your employees and agents. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active identification number will be considered to be authorized transactions in which you are fully responsible for payment. You shall be solely responsible for monitoring fleet management reports, transactions, statement balances, and receipts as well as reviewing and replying to any fraud alert notifications. Notwithstanding any other provision in this Agreement, you shall be responsible for any loss or misuse of Cards by your employees and agents or others who obtain possession or use of cards issued to you.
- 6.5 Principal's Responsibility. Each Principal 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 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.
- 6.6 Guarantor's Responsibility. Each Guarantor unconditionally and irrevocably, and jointly and severally, guarantees the payment and performance when due of all obligations owed on the Account, without deduction for any set-off, counterclaim, or withholding. Each Guarantor acknowledges and agrees that: this is a guaranty of payment when due, and not of collection; Guarantor's obligations are not and shall not be subject to any counterclaims, offsets or defenses of any kind; our delay or failure (if any) to take action regarding the obligations owed on the Account does not limit or prohibit us from enforcing our rights, or eliminate or reduce Guarantor's liability, under this Agreement; and the obligations owed on the Account (and Guarantor's obligations under Agreement) may be, in whole or in part, amended, modified, increased, extended, or renewed without notice to or further assent from Guarantor. Each Guarantor, as an element essential to this transaction, expressly waives: any and all rights to compel us to proceed against Client or any other party before proceeding against, or as a condition to proceeding against, Guarantor; any defense based upon our failure to proceed against Client or any other party before proceeding against Guarantor; and diligence, presentment and demand (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 Client's financial condition or any other fact which might materially increase the risk to Guarantor with respect to any of the obligations owed on the Account or all other demands whatsoever and waives the benefit of all provisions of law which are or might be in conflict with the terms of this Agreement.
- 6.7 Lost or Stolen Cards. You shall report all lost or stolen Cards to us immediately via a phone call to customer service identifying the Card number and such other details concerning the loss or theft of the Cards as are known by you. You understand that you are liable for all transactions made with 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, 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 Principal(s) 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).
- 6.8 Preauthorized Charges. If you default, if a Card is lost or stolen, or if we change your Account or account number for any reason, we may suspend automatic charges on the Account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.
- 6.9 Non-Transferability; Revocability; Property. All Cards and any and all rights and privileges to which its holders are entitled are not transferable and may be revoked for any reason, without prior notice to you and with no liability to us, at which time any credit extended hereunder shall be revoked and all sums owed by you to us shall be due and payable. All Cards remain our property and, upon our request or if a Card or Account is cancelled, shall be returned to us.
- 6.10 Our Right to Suspend or Terminate. We, at our sole discretion, may suspend or terminate any Card, Account, or related service provided to you at any time.
- 6.11 Your Right to Cancel. If you desire to cancel any particular Card, but not the Account, you must notify us via the online account management system or by calling customer service. Your liability for purchases made using a canceled Card shall end 24 hours after we receive notice of your cancellation. You may terminate your Account for any reason by providing written notice of the termination to us. You remain obligated to pay for any and all transactions, balances, fees, and other amounts incurred up until midnight of the day we receive notice of such termination.
- 6.12 Card Creation and Delivery. We will endeavor to create and ship new plastic cards within a timely manner. Standard card creation and delivery is considered part of the service provided. If you desire one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, you must notify us via the online account management system or by calling customer service. If you require expedited card delivery, additional shipping and handling fees apply, based on the delivery method and timeframe. If you require same-day plastic embossing, we will charge an additional fee of up to twenty-five dollars (\$25) per card plus any expedited shipping and handling fees. Expedited shipping fees are twenty-five

dollars (\$25) for second day delivery and thirty-five dollars (\$35) for overnight. Expedited card delivery requires a physical delivery address and cannot be made to a post office box.

7 **Contacts And Notices.**

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

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

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

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

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

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

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

- (a) You are duly organized, validly existing, and in good standing under the laws of the state of your formation. You have the power and authority to own property and to carry on business as presently conducted and to execute and deliver, and enter and perform, your obligations under this Agreement.
- (b) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary organizational action. This Agreement has been duly executed and delivered by you and Guarantor, and constitutes the legal, valid, and binding obligations of each such party, enforceable against such parties in accordance with this Agreement, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors’ rights generally and by general principles of equity.
- (c) The execution, delivery, and performance of this Agreement by you and Guarantor will not violate any applicable law, rule, or regulation or the charter, by-laws, or other organizational documents of such parties or any judgment, order, or ruling of any governmental authority.
- (d) The financial and other information furnished by you and Guarantor in your application, or otherwise, is true, correct, and complete in all material respects.
- (e) Cards issued to you will be used only by your employees and agents and will not be distributed or resold to other companies without our express written consent.
- (f) You shall ensure that all persons to whom you provide a Card for the purchase of fuel are instructed in safe and proper fueling procedures. You shall comply, and you shall cause your employees and agents to comply, with all applicable local, state, and federal laws and regulations pertaining to the dispensing and use of fuel at merchant locations as well as all safety notices posted by merchants.
- (g) YOU WILL USE THE CARDS SOLELY FOR COMMERCIAL PURPOSES AND SHALL STRICTLY PROHIBIT ANY PERSONAL USE BY THE USERS OF YOUR CARDS.
- (h) YOUR BANK ACCOUNT WAS ESTABLISHED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

DEFAULT, LIMITATIONS & DISPUTE TERMS

9 **Default.**

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

- (a) You fail to pay any principal, interest, or other amount payable in respect of any obligation when due;
- (b) You fail to observe or perform any other covenant contained in this Agreement;
- (c) Any representation or warranty made by you or Guarantor herein or in your application, or otherwise, proves untrue in any material respect as of the date of the making or furnishing thereof;

- (d) Either you or Guarantor (i) make an assignment for the benefit of its creditors; (ii) admit in writing its inability to pay its debts as they become due; (iii) file a petition under any applicable insolvency, debtor relief, or reorganization statute, including without limitation, the United States Bankruptcy Code; (iv) are subject to an involuntary petition under any applicable insolvency, debtor relief, or reorganization statute; (v) appoint or consent to the appointment of any receiver, conservator, liquidating agent, or committee in any insolvency, readjustment of debts, marshaling of assets or liabilities, or similar proceedings of, or relating to you or Guarantor, or any substantial portion of their assets; or (vi) take any corporate action for the purpose of effecting any of the foregoing; or
- (e) Guarantor shall terminate or contest the validity or enforceability of Guarantor's guaranty hereunder or Guarantor's guaranty hereunder shall be determined to be invalid or unenforceable for any reason.
- 9.2 **Remedies Upon Event of Default.** Without limiting any of our rights or remedies provided elsewhere in this Agreement, or by applicable law, or in equity, or otherwise, at any time after any Event of Default, we will have and may exercise, at our election, any and all rights and remedies available at law, in equity, or otherwise, including, without limitation, (i) declaring the entire unpaid balance of the obligations hereunder or any part thereof immediately due and payable, whereupon it shall be due and payable; and (ii) demanding payment from the Guarantor.
- 10 **Limitations.**
- 10.1 **Card Acceptance.** We, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device, and may limit the number of transactions allowed on your Account in one day, one week, or one month. These restrictions are primarily for security and fraud control reasons. Additionally, if your Account is over the Credit/Spend Limit or delinquent, we may decline to authorize additional transactions. We will have no responsibility or liability for any merchant's, person's, or machine's rejection of or refusal to honor a Card or accept a transaction on your Account. You agree there shall be no liability to us, or any other company or entity, if for any reason any merchant should fail to allow purchases, fail to authorize transaction(s), or fail to operate in any other manner.
- 10.2 **Merchant Limitations.** The personnel (if any) at a merchant location are not our agents or employees and we are not responsible for the products or services rendered by any of the merchants or any other liability or damage which arises from their action or negligence.
- 10.3 **Card Purchasing Controls.** Cards may not be used for certain purchases, including ATM cash access, money transfers, escort/dating services, online gaming, gambling, illicit drug transactions, or unlawful purposes. Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to: specific merchant types, maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps typically do not automatically shut off at a Card's transaction dollar limit. We establish these standard parameter controls as a means of assisting you in limiting purchase abuse and fraud. While we attempt to control the use of the Card to the parameters selected, you agree to pay for all transactions on the Account regardless of whether such transactions are within or outside the parameters established for each Card.
- 10.4 **Claims.** All claims for defective fuel, services, merchandise, or maintenance must be made to the merchant operating the merchant location where the item was purchased. Any claim for defective fuel, services, merchandise or maintenance is waived unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise or maintenance giving rise to the claim.
- 10.5 **WARRANTY DISCLAIMER.** FLEETCOR AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.
- 10.6 **LIMITATION OF LIABILITY.** FLEETCOR AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS FLEETCOR LIABLE FOR ANY DIRECT DAMAGES, ANY LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO FLEETCOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 10.7 **Indemnification.** To the maximum extent allowed by law, you (the "Indemnitor") will indemnify and hold harmless FLEETCOR and its affiliates, directors, officers, employees, agents, third-party service providers, and suppliers (the "Indemnitees") from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with (a) the Indemnitor's (or its employees' or agents') negligence, willful misconduct, violation of any law or regulation, or breach of any representation, warranty or other obligation under this Agreement; or (b) any personal injury (including death), damage to property, or environmental clean-up and related costs, resulting from the Indemnitor's or its employees' or 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. We will have the right

to, at your expense, assume the exclusive defense and control of any such claim, and you will not in any event settle any claim without our prior written consent.

11 **Dispute Resolution.**

11.1 **Disputed Transactions.** To dispute any transaction on your Statement, you must notify us in writing as set forth below within fifteen (15) days of the date of your Statement. Notice should be submitted via the online account management system or written notice sent to: FLEETCOR, P. O. Box 1239, Covington, LA 70434, Attention: Customer Service. Your written notice must include the following information: name; Account number; date of the Statement; dollar amount and identification of the transaction(s) in question; and any possible explanation of the error. We will promptly investigate the matter and respond to you within sixty (60) days after receiving written notice. We shall not be responsible for and you shall waive any discrepancies or disputes that you do not report to us in writing within fifteen (15) days after the date of your Statement. You must provide reasonable cooperation in any investigation, litigation, or prosecution arising in connection with the use of a Card.

11.2 **Dispute Resolution.** The parties agree that they will work in good faith to resolve any disputes arising under this Agreement. If the dispute cannot be resolved by the parties, then at our sole discretion, the dispute will be resolved by binding arbitration in compliance with the American Arbitration Association's commercial arbitration rules or by litigation in accordance with the provisions below. The foregoing does not prohibit either party from seeking injunctive relief without first complying with this Section. You will reimburse FLEETCOR for all of its costs and expenses (including collections and attorneys' fees and costs) incurred in connection with enforcing any of FLEETCOR's rights under this Agreement.

11.3 **WAIVER OF JURY TRIAL; BINDING ARBITRATION.** You or FLEETCOR may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties arising from or in any way relating to the Cards or Account, a prior related account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, 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, injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

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

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

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

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

How does a party initiate arbitration? The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then-current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating arbitration by contacting them as follows: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 Web site: www.adr.org; JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610 Web site: www.jamsadr.com; National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405 Web site: www.arbitration-forum.com. At any time, you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

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

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

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

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

OTHER TERMS

- 12 Government Regulation. Federal law requires all financial institutions to obtain, verify and record information that identifies you (the applicant and any guarantor or co-maker) when you apply for or open an account. Therefore, we ask for various identifying information about you, which may include name, address, taxpayer identification number, and other information that will allow us to identify you. You also represent and covenant that you and any Guarantor (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you, and (b) shall provide to us, when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318.
- 12.1 Credit Reporting Agencies. In order to periodically re-evaluate the Account's creditworthiness, you agree to allow us to obtain credit reports on you and/or any Principal(s) and/or any Guarantor(s) of the Account whenever we deem necessary. You and any Principal(s) and any 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 Dunn & 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 its respective credit report in connection with a credit transaction it did not initiate. To do so, contact Equifax Credit Information Services, P.O. Box 740123, Atlanta, GA 30374-0123; Experian, P.O. Box 919 Allen, TX 75013; and TransUnion, P.O. Box 97328, Jackson, MS 39288-7328; or you and Guarantor may notify all three agencies by calling 1-888-567-8688.
- 12.2 Privacy Policy. Please review our Privacy Policy, available online at <https://www.fleetcor.com/en/privacy-policy.html>, which also governs your use of your Account and Cards. Our Privacy Policy explains how we treat your personal data and protect your privacy when you use your Account and Cards. We own any and all data we collect from you. Our Privacy Policy also explains your privacy rights, if any. By accepting this Agreement, you agree to be bound by and to comply with our Privacy Policy, which is incorporated by reference herein, and acknowledge that any information you provide or give us permission to access may also be used by our domestic and international subsidiaries, affiliates, and partners in connection with an offer of services to you. With respect to all matters concerning your privacy, in the event of any conflict between this Agreement and the Privacy Policy, the terms of the Privacy Policy shall control.

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