

613 Bakertown Road • Antioch, TN 37013 • Phone: 866.353.8577 • Fax: 888.310.1988 • CarsArrive@FleetOne.com

CarsArrive Network Over The Road Business Account Application Issued By WEX Bank

Legal Name of Business			MC#, FF# or DOT#
Trade Name of Business			Phone #
Physical Business Address			Fax #
City	State	Zip	Business Email
Description of Business <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship			Federal ID#
Incorporation Date/Year Established		If subsidiary, name of parent company	

PROPRIETOR, PARTNERS, CORPORATE OFFICERS, OR PERSONAL GUARANTOR(S) INFORMATION

Please provide an alternate address where we may reach you.

Name	1.	2.
Title		
Address		
City, State, Zip		
Home Phone #		
Cell #		
Email		
Date of Birth		
Social Security #		

AUTHORIZED CONTACTS

List all people authorized to make account changes.

Name	Security Code 4-10 digits
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

CREDIT INFORMATION

<input type="checkbox"/> Initial Credit Line Requested:		OR <input type="checkbox"/> Pre-Pay (min \$500):		Dun & Bradstreet #	
Financial Statement Provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	May be required if credit line requested is more than \$10,000	# of Tractors	# of Trailers	# of Cards
<p>Payment Methods:</p> <input type="checkbox"/> 1. AutoPay (FREE)* <input type="checkbox"/> 2. InternetPay (FREE)* <input type="checkbox"/> 3. ACH (Customer initiated--FREE) <input type="checkbox"/> 4. Wire Payments (\$15.00 fee per wire) <input type="checkbox"/> 5. Western Union		<p>Required for account verification and if you elect Payment Methods 1 or 2</p> <p>WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.</p> <p>*AutoPay and InternetPay Direct Debit are payment options where you authorize Issuer to auto debit your account for payment. Applicant hereby authorizes WEX Bank ("Issuer") to initiate debit or credit entries to Applicant's demand deposit account at Applicant's Bank, and further authorizes Applicant's Bank to accept such entries initiated by Issuer and to debit or credit such entries to Applicant's account without responsibility for the correctness of the entries.</p> <p>1) Attach a copy of voided check and 2) Complete the bank section below using the attached voided check.</p> <p>Bank Name: _____ Phone #: _____</p> <p>Nine (9) digit ABA/Routing #: _____ Account #: _____</p> <p>AutoPay Direct Debit Payment Schedule: Circle the day(s) of the week for payment to be debited from your account by Issuer:</p> <p style="text-align: center;">Monday Tuesday Wednesday Thursday Friday</p> <p>If it is a weekly debit to your account, the debit will be made for the previous 7 days of purchase activity.</p>			

The business named above ("Applicant") represents that the information given in this application is complete and accurate and authorizes Issuer to check with credit reporting agencies and other sources disclosed to confirm information given. Applicant requests a business account which may be approved as either credit or prepaid. Applicant agrees to the terms and conditions set forth in the Business Account Agreement provided with this application and/or provided with the cards issued to Applicant's business. Use of any card issued pursuant to this Application confirms Applicant's agreement to said terms. By providing the phone numbers above, Applicant authorizes Issuer to contact Applicant at any of these numbers regarding this application or any account opened as a result of this Application.

The undersigned hereby executes this Application on behalf of the Applicant as an authorized representative of the Applicant and individually as a guarantor and in doing so hereby assumes personal and individual liability for, and guarantees payment of, all amounts due to Issuer at any time. By signing on behalf of the Applicant you hereby acknowledge that you are duly authorized to do so and to bind the business to these terms and provide consent that use of your consumer credit report may be used in the credit evaluation process.

By: _____ (Signature of Authorized Representative & Guarantor of Applicant)

Print Name: _____ Date: _____

SIGN HERE



This WEX Fleet One OTR Business Card Agreement (the "Agreement") is made by and between _____ ("Company") and WEX Bank ("Issuer"), a federally insured Utah industrial bank as follows:

1. Definitions. The below words have the following meanings:

"Account(s)" means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.

"Account User" means Company or any other entity or individual authorized by Company to use Account or Cards.

"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

"Card" means a charge card or other approved payment device provided by Issuer which is used to access Company's Account.

"Controls" are a set of authorization tools designed to assist Company with managing purchases.

"DIN", "DID" or "PIN" means the identification number associated with an Account User or Card.

"PlusChek" means the WEX Bank checks which Company may request at participating merchants or by WEX Bank which can be used to obtain a cash advance on their Account or may be used to pay merchants who do not accept the Card.

"Transaction" means the use of a Card or Account to buy goods or services at accepting merchants.

"Unauthorized Transaction" means a Transaction made on a Card or Account by any person or entity other than an Account User.

2. Credit Limits and Accounts.

2.1. Credit Accounts.

2.1.1. Issuer may in its sole discretion extend credit and establish Accounts. Issuer may at any time, investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. If requested, Company agrees to furnish Issuer copies of its financial statements, or other financial information as soon as available. Financial statements shall have been prepared in accordance with generally accepted accounting principles, consistently applied and shall be in accordance with the books and records of Company.

2.1.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the billing statement. Company agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Company without prior notice, particularly in instances of suspected fraud, non-payment or a material decrease in the Company's financial condition. Issuer will use its best efforts to provide advance notice of any changes to the credit limit. If Issuer permits or has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.

2.2. Prepaid Accounts.

2.2.1. Issuer, in its discretion may establish certain prepaid accounts to qualified applicants. Any prepaid accounts created for Company shall be nontransferable and may be canceled, suspended or revoked by Issuer at any time without prior notice, subject to applicable law. No

interest will be paid on funds held in a prepaid account.

2.2.2. Company is responsible for the use of the Prepaid Account according to the terms and conditions of this Agreement. Company may not use their Account to make recurring payments from the Prepaid Account.

2.2.3. Each time Company uses the Prepaid Account, Issuer will reduce the Prepaid Amount by the amount of the Transaction and any applicable fees. Company may not, at any time, make a Transaction that will exceed the Prepaid Amount. If Company does, Company is fully liable to Issuer for the amount of the Transaction and any applicable fees. If Issuer permits or has previously permitted Company to exceed its prepaid limit, it does not mean that Issuer will permit Company to exceed such limit again.

All fees Company owes Issuer will be debited from the Prepaid Account. Issuer has the right to offset against the Prepaid Amount any indebtedness Company owes to Issuer. Issuer is not liable for any dishonored Transaction entry that results. If Company authorizes a Transaction and then fail to complete the purchase as planned, the approval may result in a hold for that amount of funds for up to seven calendar (7) days.

2.2.4. Company may add funds to the Prepaid Account, called "value loading", at any time by wire, Western Union, or third party certified check. ACH value load amounts will be held for up to 3 business days to ensure funds clear before being accessible by Company or Account Users. The minimum amount of the initial value load is \$500.00. There is currently no minimum amount for each subsequent load. The maximum amount of the initial value load is \$999,999. The maximum amount of each value reload is \$999,999. The maximum number of times Company may load a Prepaid Account per day is three (3).

2.2.5. Issuer reserves the right to deduct funds from the Prepaid Amount in order to correct a previous error, and Company authorizes Issuer (i) to share information as necessary with any funding entity in connection with resolving any errors or overpayments and, if applicable, to accept instructions from the Company to add or deduct funds from the Prepaid Account and, in the case of deductions, to return those funds to the Company.

2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Account's limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. For a credit Account, nothing contained in this Agreement prevents Company or an Account User from requesting an increase or decrease of the credit limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be

offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards Issuer is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. Company agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

2.6. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. Company will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.

2.7. Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Company shall adopt internal policies and controls to ensure that the Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company's use of Cards is deemed acceptance by Company of this Agreement's terms. All Cards provided remain the property of Issuer and shall be destroyed upon our request.

2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card as payment.

2.9. Company may use Cards to purchase dyed special fuel. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Company understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.

2.10 Company may request that certain transactions be reported directly to merchant(s) that Company has entered into a direct billing relationship with. These transactions will be initiated using the Card, however, will be sent to the merchant for the merchant to invoice Company directly ("Direct Bill Transaction"). You will need to contact the merchant directly for any questions or disputes regarding these transactions.

3. Controls. Company may request that Controls be applied to its Account(s).

3.1. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization request.

3.2. Default Control values are only assigned by Company online. Company should review any additional information related to Controls that is provided. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions in certain circumstances and more fully described in the guidance information provided when you make your Control elections.

3.3. Issuer may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. Issuer will notify Company after any modification is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4. Reports and Other Product Features.

4.1. Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for accuracy or completeness of any specialty reports, management reports, data services or other information services provided. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information. All reports and invoices shall be provided to Company through electronic methods. Company shall not receive paper invoices or statements.

4.2. **PlusCheks.** Company may request from Issuer either directly or through an accepting merchant location the PlusChek convenience

check which must be authorized prior to being dispatched by requiring the party accepting the check as payment to call Issuer at **800-359-7587** for prior authorization. In the event the PlusChek has not been cleared within ninety days of dispatch an administrative fee set forth in the fee schedule may apply. Issuer reserves the right to no longer honor a PlusCheck that has not cleared within one hundred and eighty calendar days from the date of dispatch.

In the event that Company maintains an Account through Issuer, the company agrees to not self issue PlusCheks to be deposited towards the Account or Company's own bank accounts including an account used by Company to pay Issuer. Company agrees to not deposit PlusCheks in any bank account controlled by Company. PlusCheks are to be used only to facilitate payments at merchants, vendors, or to obtain a cash advance, and are not intended to be used as a general line of credit for payroll or non-business related expenses. Use of PlusCheks as a line of credit is strictly prohibited.

4.3 **Cash Advances.** Issuer may establish a limit on the total percentage of your credit line that may be withdrawn at automated teller machines ("ATM") or from accepting merchants as a cash advance either directly from the card, or through a PlusChek, on their account with Issuer. Company understands that the ATM or accepting merchant may require additional fees that they charge to obtain a cash advance that are not fees assessed by Issuer.

4.4 **Balanced Based Option:** Company may request Cards whereby a portion of their credit or prepaid Account be allocated to a specific Card or Account User ("Load"). Company may request to be billed for balances allocated to Cards as a lump sum on their invoice at the time they request the specific balance to be allocated to the Card. The Company may also request that upon setting a credit limit to a Card, then the transactions made on that Card shall be billed individually in accordance with their billing cycle. In either case, Company remains solely liable and responsible for all funds that are loaded onto each Card Balance Based Card until transactions are completed by Account Users. Account Users may use the Balance Based Card to make purchases at accepting locations as well as to obtain cash advances to pay expenses associated with their vehicle. Company may revoke amounts from remaining Card balances at their discretion. Load fees are defined in the fee schedule.

4.5 Other products which are not directly related to the use of your Account may be selected. Terms related to those products and features shall be set forth in any enrollment forms as you select such products as an addendum to this Agreement.

5. Payment Promise.

5.1. Company agrees to pay and/or perform (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or Account; (iii) any and all costs (including reasonable attorneys' fees) incurred in enforcing Company's obligations in this Agreement; and (iv) all obligations, covenants, and warranties in this Agreement..

5.2. Payment is due in full **seven (7) calendar days** from the billing date appearing on the invoice. If the payment due date falls on a non-Business Day,

payment is due on the Business Day before the payment due date. Some customers, based upon Issuer's credit review may be required to make payment more frequently or Company may elect a shorter billing or payment cycle.

5.3 Each Guarantor signing the credit application and/or this Agreement, unconditionally, jointly and severally guarantees the full and prompt payment of all amounts due and owing at any time in connection with this Agreement. Guarantor hereby waives claims and defenses based on principles of suretyship or other applicable law as a guarantor. Each Guarantor agrees to comply with the notification procedures regarding disputes, lost or stolen Card and unauthorized use of Cards.

6. Late Fees. Late fees will be assessed at an Annual Percentage Rate of 18.00%. The periodic rate is based on Company's billing cycle. The periodic rates are:

Billing Cycle	Periodic Rate	Calculation of Periodic Rate
Weekly	0.346%	18.00% divided by 52
Monthly	1.50%	18.00% divided by 12

Issuer will begin to assess late fees on the first day following the date a payment is due and is not posted to the Account. The late fee will apply to all past due amounts. .

7. Application of Payments and Early Payments. Payments will be applied first to unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. Disputed Amounts.

8.1. Company shall use its best efforts to resolve business-to-business purchase disputes directly with the relevant merchant such as disputes arising out of quality or warranty issues.

8.2. All charges must be paid in full regardless of reported disputes while they are being researched. During a dispute, a temporary credit may be placed on Company's Account. Charges must be disputed in writing no later than **sixty (60) days** from the billing date or they will be considered final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount.

8.3 Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale may not be eligible for dispute since the only record of the sale is the transaction information submitted by the merchant for billing to cardholders.

8.3. Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be

credited to the relevant Account. The Company may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

9. Notice of Loss, Theft or Unauthorized Use. In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling **1-800-359-7587**.

10. Unauthorized Use and Unauthorized Transactions.

10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and Controls surrounding the Cards or Accounts as more fully described in Section 3of this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse as defined by internal Company policy by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

11. Term and Termination.

11.1. This Agreement is effective upon acceptance of the application for an Account by Issuer unless terminated by either party with thirty (30) days advance written notice. Upon termination Company is still obligated to pay for all Transactions made prior to the effective date of the termination and shall return to Issuer, or provide verification of the destruction of all Account numbers or Cards. Company may retain a copy of any records or Account information for archival or data retention purposes.

11.2. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement upon thirty (30) days prior written notice to Company.

12. Default.

12.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee,

liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Company under any other agreement between Company and Issuer.

12.2. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

13. Force Majeure.

13.1. In no event shall either party be liable to the other party for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence including, but not limited to the following: Acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively "force majeure"). A party's failure to perform its obligations under this Agreement due to force majeure events will not be considered breach or Default if the party has made its best efforts to: (i) comply with its obligations; (ii) avoid an interruption of its performance; and (iii) resume its performance.

13.2. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

14. Assignment and Amendment.

14.1. Company may not assign this Agreement or any interest, payment or rights under this Agreement for any reason, without Issuer's prior written consent. Issuer may, in our sole discretion, assign this Agreement and its obligations, transfer any right, or delegate any duty of performance under this credit Agreement without further notice. The person or entity(ies) to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

14.2. Issuer may amend any part of this Agreement at any time in accordance with applicable law. Issuer will provide at least thirty (30) days prior written notice prior to making any such changes.

15. Covenants.

15.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties. Company agrees to provide any evidence of corporate (or other organizational) existence and authorization that Issuer may reasonably request.

15.2. For Issuer's continued compliance with banking and credit underwriting standards, Company will provide Issuer with advance written notice of: (i) any change in Company's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Company's assets; or (iii) any change of control of Company as well as if an employee of Company that has provided a guaranty of payment has terminated their relationship with Company. Issuer reserves the right to make any necessary modifications to the Account terms based upon changes made by Company as referenced above.

15.3. As part of Issuer's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Company consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

16. Severability and Waivers. If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a waiver of those rights or any other rights for any other purpose. The parties agree voluntarily, intentionally and irrevocably to waive all right to trial by jury in any proceeding instituted in any court, arising out of this Agreement, Company's application for credit, or any related documents. Company waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

17. Disclaimers and Limitations.

17.1. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability

under this Agreement shall be limited to actual damages incurred by Company as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Company to Issuer under this Agreement prior to the date when any claim is made against Issuer; plus (ii) all other revenue earned by Issuer for all Transactions made in the 12 months prior to the date of any claim made against Issuer. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.

17.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

17.3. Company acknowledges and agrees that Issuer is not liable to Company for any loss, liability or damages company suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Issuer has expressly agreed in writing to undertake for Company.

18. Applicable and Conflicting Law.

18.1. This Agreement is governed by and construed in accordance with federal law and the laws of the State of Utah (without reference to choice of law rules). Each party waives any objection to venue and any objection based on forum non conveniens in any such court.

18.2 Changes in Law: In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

18.2. If either party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected party shall give the other party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long

as the affected party is unable to perform due to the notice given by the state or federal regulatory body.

19. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement: or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

20. Confidentiality. All information furnished by either party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other party only in connection with this Agreement), except to the extent that the information: (i) is already lawfully known when received; (ii) becomes lawfully obtainable from other sources; (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; or (iv) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of Issuer's Card program, and Company expressly agrees to these disclosures and use of information, provided that such affiliates and third party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization. In addition, Company agrees and understands that transaction information may be provided to merchants who have accepted the Card as payment for goods and services purchased by Company.

21. Relationship of the Parties. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Issuer and Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

22. Compliance with Applicable Laws:

22.1 Customer Identification Compliance. Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

22.2 Data Privacy and Business Continuity. Issuer is subject to certain laws governing the protection of Company's information and the information of their employees and Account Users using the Program. As such, Issuer shall provide its credit services to Company in accordance with applicable laws and standards to protect and keep confidential such information. In doing so, Issuer shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the information being held by Issuer.

23. International Use of Cards/Currency Conversion.

23.1. Cards are issued for use in the United States and Canada. Issuer will notify Company if the card is accepted at merchants in other countries. Company may not distribute Cards to employees based in countries other than the United States unless otherwise agreed to by Issuer in writing. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English; and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

23.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

NOW THEREFORE, the parties hereto have executed this Agreement as of the dates set forth below and made it effective as of the latest of such dates.

COMPANY NAME:
Address:

By: _____
Name: _____
Title: _____
Date: _____

WEX Bank
7090 South Union Park Center, Suite 350
Midvale, UT 84047

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

1. Fee Schedule:

In Network Fuel Purchase Transaction Fee	\$0.00/trans.
Out of Network Fuel Purchase Transaction Fee	\$2.00/trans.
Cash Advance with a Fuel Purchase	\$0.50/trans.
Cash Advance Only	\$2.00/trans.
ATM / Debit ¹	\$1.50/trans. ^{±±}
PlusChek ² (per \$1,000 increment)	\$3.00
Administrative Fee for PlusCheks that were dispatched but have not cleared within 90 days of dispatch date	\$25.00/month
Balanced Based Card Load	
Voice load (no fee for this service via internet or automated phone service)	\$1.00/trans.
Data capture only option	\$0.55/trans.
Account Setup, One-time fee for new accounts	\$0.00
Monthly membership	\$6.00/card/month
Fuel and Maintenance Directories – Online, downloadable list available at www.FleetOne.com	\$0.00
Card production fee (new and replacement cards)	\$0.00
AutoPay, Internet and Customer ACH electronic payments	\$0.00
ElectroniChek or eChek	\$3.00 check
Third party and business checks	\$3.00/check
Wire Payment	\$15.00/wire ^{±±}
Electronic Invoicing (Internet, Email and/or Fax)	\$0.00
Over limit, per transaction fee	\$30.00
Return item fee, NSF (per Check or ACH)	\$35.00
<u>Additional Services</u>	
Bridgestone Firestone Tires – National Fleet.....	directory pricing

Fees or Charges for Additional Products or Features is Available Upon Request.

¹Fee assessed by Issuer. Additional fees may be assessed by your wire service provider or ATM operator. Use of ATM/Debit without monthly fuel card usage doubles the ATM/Debit fee.

²Use of PlusCheks without monthly fuel card usage doubles the PlusChek fee.

Third party product prices subject to change without notice.

Select your optional products and services (check all that apply): <input type="checkbox"/> ATM/Debit <input type="checkbox"/> PlusChek	If you'd like more information about these optional services, please check the applicable boxes: <input type="checkbox"/> Emergency Roadside Assistance and Vehicle Maintenance <input type="checkbox"/> Factoring <input type="checkbox"/> Bridgestone/Firestone National Fleet <input type="checkbox"/> Fuel Management Services <input type="checkbox"/> On-Site / Bulk Fueling Card Readers <input type="checkbox"/> Temporary Permits <input type="checkbox"/> Vehicle Tracking / GPS Services
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