

[INSERT RELEVANT LOB/BRAND]
COMDATA INC.

GUARANTY

1. **Guaranty.** Guarantor absolutely, unconditionally and irrevocably guarantees, as primary obligor, and not merely as surety, the full and punctual payment and performance of all present and future obligations, liabilities, covenants, and agreements required to be observed and performed of all present and future obligations, liabilities covenants and agreements required to be observed and performed or paid or reimbursed to Comdata Inc. and its subsidiaries (“**Comdata**”), by the principal obligor (“**Obligor**”), under the underlying agreement, the application (if any) that the Obligor completed when applying for the account, the approval letter (if any) sent to the Obligor approving the principal obligor’s application, and any addendum (collectively, “**Agreement**”) to the Agreement, plus all costs, expenses and fees, including, but not limited to, attorney’s fees and expenses incurred by Comdata in any way relating to the enforcement and protection of Comdata’s rights hereunder and/or provided for under the Agreement (collectively, “**Obligations**”).

2. **Guaranty Absolute and Unconditional.** Guarantor agrees that its Obligations under this Guaranty are irrevocable, continuing, absolute and unconditional and shall not be discharged or impaired or otherwise affected, and Guarantor hereby irrevocably waives any defenses to enforcement it may have (now or in the future) by reason of any: (a) illegality, invalidity or unenforceability of the Obligation, the Guaranty, the Agreement, or any related agreement, or any law, regulation, decree or order of any jurisdiction or any other event affecting any term of the Obligations; (b) change in the time, place or manner of payment or performance of, or in any other term of the Obligations, or any rescission, waiver, release, assignment, amendment or other modification of the Agreement or Guaranty; (c) default, failure or delay, willful or otherwise, in the performance of the Obligations; (d) change, restructuring or termination of the corporate structure, ownership or existence of Guarantor or Obligor or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Guarantor or Obligor or their assets or any resulting restructuring, release or discharge of any Obligations; (e) failure of Comdata to disclose to Guarantor any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Obligor now or hereafter known to Comdata, Guarantor waiving any duty of Comdata to disclose such information; (f) failure of Comdata to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Agreement or otherwise; (g) any claim, set-off, counterclaim, recoupment or other rights that Guarantor or Obligor may have against Comdata; and/or (h) other circumstance (including, without limitation, any statute of limitations), act, omission or manner of administering the Agreement or Guaranty or any existence of or reliance on any representation by Comdata that might vary the risk of Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Guarantor.

3. **Certain Waivers; Acknowledgments.** Guarantor further acknowledges and agrees that (a) Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Obligations, until the complete, irrevocable and indefeasible payment and satisfaction in full of the Obligations; (b) this Guaranty is a guaranty of payment and performance and not of collection. Comdata shall not be obligated to enforce or exhaust its remedies against Obligor or under the Agreement before proceeding to enforce this Guaranty; (c) this Guaranty is a direct guaranty and independent of the obligations of Obligor under the Agreement; (d) Comdata may resort to Guarantor for payment and performance of the Obligations whether or not it shall have resorted to any collateral therefor or shall have proceeded against Obligor or any other guarantors with respect to the Obligations; (e) Comdata may, at its option, proceed against Guarantor and Obligor, jointly and severally, or against Guarantor only without having obtained a judgment against Obligor; (f) Guarantor hereby unconditionally and irrevocably waives promptness, diligence, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor, objections to any designated forum, jurisdiction or venue to resolve disputes or choice of law set forth in the Agreement, including waiver of jury trial, and any other notice with respect to any of the Obligations and this Guaranty; and/or (g) Guarantor agrees that its guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Obligation is voided, rescinded or recovered or must otherwise be returned by Comdata upon the insolvency, bankruptcy or reorganization of Obligor.

4. **Subrogation.** Guarantor waives and shall not exercise any rights that it may acquire by way of subrogation, contribution, reimbursement or indemnification for payments made under this Guaranty until all Obligations shall have been indefeasibly paid and discharged in full.

5. **Representations and Warranties.** To induce Comdata to enter into the Agreement, Guarantor represents and warrants that: (a) this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms; (b) Guarantor and/or its counsel have reviewed this Guaranty, consent to the execution, delivery and performance of this

Guaranty, that such consent has been duly authorized by all necessary action and will not violate any order, judgment or decree to which Guarantor or any of its assets may be subject; (c) Guarantor is currently solvent and will not be rendered insolvent by providing this Guaranty; (d) Guarantor shall provide Comdata any personal and/or business financial statements upon request; and (e) all financial and other information furnished by Obligor and/or Guarantor is true, correct and complete in all material respects.

6. Notices, Statements, and other Communications. Except as otherwise provided herein, 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 reputable overnight delivery service; by personal delivery to the recipient; or, exclusively for Comdata notices to Obligor and/or Guarantor, by email to any email address of Obligor and/or Guarantor on file with Comdata. Comdata may provide all written communications to Obligor and/or Guarantor at the address or email address maintained in Comdata's records. Without limiting the foregoing, Comdata may provide any notice by including the notice in a statement provided to Obligor. A notice will be deemed received on the actual date of receipt. Comdata's address for notices is: Comdata Inc., 5301 Maryland Way, Brentwood, TN 37027, Attn: Customer Service.

7. Credit Reporting Agencies. Guarantor agrees to allow Comdata to obtain credit reports on Obligor and/or Guarantor in order to periodically re-evaluate the creditworthiness of the Obligor and/or Guarantor when Comdata deems necessary. Guarantor authorizes Comdata to report to any commercial credit reporting agency, performance under the Agreement and/or Guaranty, including but not limited to, Dunn & Bradstreet, Experian Business or Equifax Credit Information Services. Guarantor also authorizes Comdata to report any Obligations arising under the Guaranty to consumer credit reporting agencies, including but not limited to Equifax Credit Information Services, Experian and TransUnion. Guarantor has 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; Experian, P.O. Box 919 Allen, TX 75013; and TransUnion, P.O. Box 97328, Jackson, MS 39288; or Guarantor may notify all three agencies by calling 1-888-567-8688.

8. Assignment. This Guaranty shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Guarantor may not, without Comdata's prior written consent, assign any of its rights, powers or obligations hereunder. Any attempted assignment by Guarantor in violation of this section shall be null and void.

9. Government Regulation. Federal law requires all financial institutions to obtain, verify and record information that identifies Obligor and/or Guarantor when applying for or open an account. Therefore, Comdata asks for various identifying information about Obligor and/or Guarantor, which may include name, address, taxpayer identification number, social security number and other identifiable information. Guarantor also represent and covenant that Obligor and/or 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 list) that prohibits or limits Comdata from making any advance or extension of credit to Obligor and/or Guarantor or from otherwise conducting business with Obligor and/or Guarantor, and (b) shall provide to Comdata, when requested, documentary and other evidence of the identity of the Obligor and/or Guarantor or the identity of any person to whom a card is furnished, so that Comdata 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.

10. Cumulative Rights. Each right, remedy and power hereby granted to Comdata or allowed it by applicable law or other agreement, including, but not limited to, the Agreement with the Obligor, shall be cumulative and not exclusive of any other, and may be exercised by Comdata at any time or from time to time.

11. Choice of Law. This Guaranty is governed by the laws of Tennessee, without regard to its conflicts of law principles.

12. No Presumption Against Any Party. This Guaranty shall not be construed or resolved using any presumption against party hereto.

13. Severability. If any provision of this Guaranty is to any extent determined by final decision of a court of competent jurisdiction to be unenforceable, the remainder of this Guaranty shall not be affected thereby.