COMDATA

Summary of Rates and Fees

Category	Rates / Fees	Section
Important Note: Please review all of these materials so that you are fully informed about your terms and conditions.		
Card Program Fees (These Fees Apply to All Accounts.)		
Account Setup Fee	**$50.00 per Account**	Section 5(a)(i)
Membership Fee	**$8.00 per Card per month**	Section 5(a)(ii)
Card Transactions	**There are no transaction fees for this Card**	N/A
Fees for Late Payment (These Fees Apply Only to Accounts Offered Credit Terms.)		
Late Payment	Greater of: (i) **$150.00** or (ii) **13.99%** of the past due portion of the total amount due (excluding any previous late fees and any interest charges for late payment)	Section 5(b)(i)
Interest Charge for Late Payment	**WSJ Prime Rate + 4.00% per annum** times the total amount due (excluding any late fees, previous interest charges for late payment, and partial payments) prorated for the number of days such amount remains unpaid beyond the due date or maximum allowed by applicable law	Section 5(b)(ii)
Card Loading Fees (These Fees Apply Only to Accounts Not Offered Credit Terms.)		
Surcharge Fee for Account load via credit card	**1.90% of transfer amount to Account using a credit card** *(In states where permissible, we impose a surcharge on credit card transactions that is not greater than our cost of acceptance.)*	Section 5(c)(i)

Comdata Card Agreement

This Comdata Card Agreement ("Agreement") is an agreement between the business ("Customer" or "you" or "your") identified in the application for products and services ("Application") and Comdata Inc. and its subsidiaries ("Comdata" or "we" or "our" or "us") and governs Customer's access to and use of the Account(s) (defined below) and the Comdata products and services described in this Agreement and any Schedules attached hereto ("Program").

1. Account & Cards.

a. Nature of Account and Card Use. Comdata will provide Customer with one or more accounts ("Account(s)") through the use of which Customer may access certain card networks ("Networks"), and the financial information and other Program products and services made available by Comdata under this Agreement. Customer's Account will be either a "Charge Card Account" that is offered credit terms or a "Connect Card Account" that is not offered credit terms, and all references to "Account" in this Agreement refers to the type of Account that Comdata has provided Customer. In connection with the Account, Comdata shall provide cards ("Cards") issued by Comdata. Certain products, including without limitation cash products such as Comchek, are unavailable to Customers with Connect Card Accounts.

b. Customer Representations and Warranties. Customer represents and warrants the following:

- Customer is either a governmental, non-profit, or commercial enterprise, and the Account and Cards will not be used for personal, household, or consumer purposes;
- the Account and Cards will be used for legitimate business charges only and Customer will have neither consumer law rights nor remedies available to consumers associated with any purchases, charges, or other activity associated with the Cards;
- the Account and Cards will only be used for valid and lawful purposes;
- the Account and Cards will not be used in any way that would cause Comdata to violate applicable law; and

If Customer uses, or allows someone else to use, the Account or Cards in violation of the above representations and warranties, Customer shall be responsible for such use and may be required to reimburse Comdata for all amounts or expenses Comdata pays as a result of such use.

c. Access & Unauthorized Use. Customer's representatives shall access the Account only as required to administer Customer's Card program and for no other purpose. Customer is responsible for all purchases and transactions made using Cards, passwords, or other security codes and procedures. If Customer's Account is a Connect Card Account, Customer is also responsible for all Load Transfers (as defined in Section 3(a) below). If Customer or any of Customer's employees or agents gives a Card to any other person to use or otherwise authorize any person to use the Account, Customer will be responsible for all charges that such person makes on the Account, even if Customer did not anticipate or specifically approve the charges. Customer must notify Comdata in writing if Customer wishes to revoke any permission Customer gave to another person to use the Account. Comdata then will take commercially reasonable efforts to comply with Customer's instructions to revoke that authority, which may include replacing the Card or Cards or changing the Account.

d. Notification of Unauthorized Use; Your Liability. Customer must notify Comdata immediately if Customer suspects or knows that any of Customer's Cards is lost or stolen and/or any Card has been used without authorization. Customer also must notify Comdata immediately of any unauthorized use of, or access to, the Account or any passwords or other security codes or procedures used to access the Account or any Comdata's systems. If Customer's Account is a Connect Card Account, Customer also must notify Comdata immediately of any unauthorized Load Transfer. Customer must provide the above notices to Comdata by calling Comdata at the toll free customer service line shown on the Billing Statement (as defined in Section 5(b)(i)) or Account Statement (as defined in Section 6(a)(ii)). Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account or any Comdata's systems. Customer understands that it is the Customer's responsibility to select and apply transaction limitations on the Account/Card and monitor any suspicious and unauthorized activities on the Account. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law.

If Customer's Account is a Charge Card Account, Customer agrees in any event that if at any time Customer has been issued ten (10) or more active Cards at Customer's request, even if Customer does not use all such Cards, Customer will be liable for all unauthorized use of all Cards, and Customer waives any and all limitations of liability for unauthorized use of such Cards.

If Customer's Account is a Charge Card Account and Comdata issues fewer than ten (10) Cards to Customer, Customer's liability for unauthorized use of a Card will be limited to the lesser of (a) $50 or (b) the amount of money, property, labor or services obtained by that unauthorized use. Customer will not be liable, however, for any unauthorized use that occurs after Comdata receives notices as required by this section of this Agreement.

If Customer's Account is a Connect Card Account, Customer agrees it will be liable for all unauthorized use of all Cards, and Customer waives any and all limitations of liability for unauthorized use of such Cards. Customer will not be liable, however, for any unauthorized use that occurs after Comdata receives notices as required by this section of this Agreement.

Customer also agrees to assist Comdata in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of any Card or Account and to comply with such procedures as Comdata may reasonably require in connection with any investigation.

Notwithstanding the foregoing, Customer understands that Customer remains responsible for any and all misuse and unauthorized use of Cards by Customer's employees or agents. Customer is also liable for all use of a Card or the Account by an employee or agent following termination of employment or agency of such person, until Customer has notified Comdata to cancel the Card and Comdata has had a reasonable opportunity to cancel the Card.

e. Liability of Acts of Customers, Employees and Agents. Customer agrees to hold Comdata harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts and willful misconduct of such persons, or from the breach by Customer of its obligations under this Agreement. For purposes hereof, any person who is given authorization by Customer to use Cards, passwords, or other security codes or procedures shall be deemed an employee or agent of Customer.

2. Charge Card Accounts. If Customer's Account is a "Charge Card Account," this Section 2 applies, and Comdata will establish a credit limit for the Account, which is subject to review and adjustment by Comdata in its sole discretion and with and without prior notice to Customer. Customer will provide Comdata with all reasonably requested financial information. Customer consents to Comdata conducting credit investigations and exchanging payment information with credit agencies and credit grantors under Comdata's credit policy. Customer has submitted an Application as part of Customer's application for the Account and Program. Customer acknowledges that Comdata's establishment of a Charge Card Account is subject to Comdata's review and approval of Customer's Application. Customer represents, warrants, and covenants that all information stated in the Application is truthful and accurate. From time to time, Comdata may request Customer to provide security for the performance when due of Customer's obligations hereunder. Customer understands and agrees that it is under no obligation to provide Comdata with such security, but the refusal to provide security when requested may result in adverse credit determinations by Comdata. Any security provided shall be in the amount and form as required by Comdata

in its reasonable discretion. The Account will not be available to Customer until such security is accepted by Comdata in its sole discretion.

3. Connect Card Accounts. If Customer's Account is a "Connect Card Account," this Section 3 applies, and Customer may load funds to the Account and such funds can be accessed via the Cards. Only pre-loaded funds may be accessed. A Connect Card Account is not a line of credit.

a. Account Funding. Customer may load funds to the Account ("Load Transfer") using a debit or credit card ("Card Load") or a bank account ("Bank Load"). By adding a debit card, credit card, or bank account (each, a "Load Method") to the Account, Customer: (1) warrants that it is an authorized user for the Load Method; (2) warrants that the Load Method is a U.S. card or account; and (3) authorizes Comdata to store such Load Method for future Load Transfers. Comdata may limit the number of Load Methods that Customer may store and use for Load Transfers. Customer authorizes Comdata to validate the Load Method at any time, including verifying the card or account number, available credit or balance, and billing information. Comdata may restrict Customer's ability to use any Comdata card or other payment method, including but not limited to propriety cards, Comdata-affiliated Mastercards, gift cards, non-U.S. card, or other cards as a Load Method, except as otherwise prohibited by network rules. Comdata may limit the dollar amount and frequency of Load Transfers and may impose a minimum load amount for each Load Transfer.

b. Current Balance. Load Transfers will be available when the amount is reflected in Customer's current balance. There may be a delay from the time Customer makes a Load Transfer and when the Load Transfer will be reflected in Customer's current balance and available for use via the Cards. Cards may only access available funds and Comdata may decline any Card transaction that exceeds Customer's current balance. If the current balance becomes negative for any reason, Customer will immediately make a Load Transfer in an amount sufficient to cover the negative balance. Any funds will be applied to the negative balance first.

c. Card Restrictions. Cards can be used only for fuel purchases and cannot be used to obtain cash or to purchase non-fuel goods or services. Comdata may impose limits on the dollar amount or volume of fuel purchases.

d. Follow-On Transactions. You authorize Comdata to initiate a debit or credit to your Load Method as necessary to correct any error made in processing a Load Transfer or to provide any refund owed to you. If a Load Transfer is rejected or otherwise returned unpaid, you authorize Comdata to reinitiate the Load Transfer in accordance with applicable laws and payment network rules.

e. Cancellations and Refunds. If you wish to cancel or reverse a Load Transfer, you must call Comdata at 800-741-2777. Comdata will issue you a refund of the Load Transfer, provided the full amount of the Load Transfer is available in your Account at the time the refund is issued, and you request the refund within 30 days of the Load Transfer. If the full amount of the Load Transfer is not available, Comdata may decline your refund request or issue you a partial refund. Comdata may issue a refund via a check mailed to the Customer's business address on file or in any other manner at Comdata's sole discretion. Except as otherwise required by applicable laws and payment network rules, the refund will not include any related fees.

f. Chargebacks. If, in connection with a Card Load, you elect to initiate a chargeback with the issuer of your debit or credit card (each a "Chargeback") in lieu of requesting a refund as provided in Section 3(e), you acknowledge and agree that Comdata may deduct the amount you recover via the Chargeback from your Account. Additionally, you acknowledge and agree that, in connection with any Chargeback, you may not retain funds, goods, and/or services twice (each a "Fraudulent Chargeback"). You acknowledge and agree that it is a material breach of this Agreement to engage in a Fraudulent Chargeback and that Comdata may deduct the amount you recover via the Chargeback from your Account. Where any deduction described in this Section 3(f) results in a negative balance, Comdata may collect the remainder owed once sufficient funds are loaded to the Account or elect to turn your Account over to a collection agency or an attorney for collection of unpaid amounts or otherwise engage an attorney to enforce this Agreement.

g. Pay as You Go. If you opt into the Pay as You Go option for your Account—which allows you to identify one or more Load Methods and automatically initiate Load Transfers upon making purchases with your Connect Card including applicable fees—you authorize Comdata to, as appropriate, charge your specified Load Methods or initiate electronic debit entries to your specified Load Methods for the purpose of funding your Comdata Connect Card for transactions occurring via the Pay as You Go functionality. Additionally, if you opt into the Pay as You Go option for your Account, you authorize Comdata to, as appropriate, charge your specified Load Methods or initiate electronic debit entries to your specified Load Methods for the purpose of paying any negative balance and/or Account Setup or Membership Fees due and payable under this Agreement**.** Comdata will not impose a Credit Card Surcharge on Card Loads made for the purpose of paying any negative balance and/or fees.

4. Fuel Discount Program. Comdata may make one or more fuel discount programs available to Customer when Customer uses Cards to purchase fuel at participating merchants. Customer hereby enrolls in all such fuel discount programs made available by Comdata, and further agrees that such Comdata programs shall be the sole fuel discount programs used by Customer in association with the Cards. Comdata reserves the right to suspend, change or terminate any discount program at any time and in any manner in its sole discretion. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, Comdata reserves the right to remove the Account from the discount program in the event of any fraud, abuse, or late payment.

5. Fees. Customer shall make payment to Comdata of the full amount due on its Account, plus all applicable fees set forth in the Summary of Rates and Fees on the first page of this Agreement and in the subsections below, in accordance with the payment terms for your Account, and any failure to do so is a material breach of this Agreement.

a. Card Program Fees. The following fees apply to all Accounts, regardless of whether they are Charge Card Accounts or Connect Card Accounts.

i. *Account Setup Fee*. Customer shall pay to Comdata a one-time account setup fee of **$50.00**.

ii. *Membership Fee*. Customer shall pay to Comdata a Membership fee of **$8.00** per Card per month.

iii. *Card Transactions*. There are no fees for Card transactions at Preferred locations or Non-Preferred locations.

b. Charge Card Account Fees. The following fees apply only to Charge Card Accounts.

i. *Late Payment*. If Customer does not make full payment of the total amount due by 11:59 p.m. Eastern Time on the due date shown on Customer's billing statement ("Billing Statement"), then Customer shall pay a late payment fee equal to the greater of: (i) **$150.00** or (ii) **13.99%** of the past due portion of the total amount due (excluding any previous late fees and any interest charges for late payment).

ii. *Interest Charge for Late Payment*. If Customer does not make full payment of the total amount due by 11:59 p.m. Eastern Time on the due date shown on Customer's Billing Statement, then Customer agrees to pay an interest charge at a rate equal to **the WSJ Prime Rate plus 4.00% per annum** times the total amount due (excluding any late fees, previous interest charges for late payment, and partial payments) prorated for the number of days such amount remains unpaid beyond the due date (i.e., 1/365 for each day). In no event will the interest charge rate exceed the maximum rate permitted by applicable law.

c. Connect Card Account Fees. The following fee applies only to Connect Card Accounts.

i. *Credit Card Surcharge*. In states where permissible, Comdata imposes a surcharge on credit card transactions that is not greater than our cost of acceptance. In such states, Customer shall pay to Comdata a Credit Card Surcharge fee in the amount of **1.90%** for each Card Load where Customer uses a credit card. If you enable Pay as You Go (see Section 3(g) above) via Credit Card, this fee applies to each such Card Load initiated upon transacting.

6. Payment Terms.

a. Statements & Payment Terms.

i. *Charge Card Accounts*. This Section 6(a)(i) applies only to Charge Card Accounts. The period of time for which transactions will be accepted and a Billing Statement for the Charge Card Account will be provided is your billing cycle ("Billing Cycle"). Your Billing Cycle was agreed upon during the application and account setup process. We may shorten your Billing Cycle at any time by providing you with written notice. Billing Statements shall be available through the web portal that Comdata provides to Customer. Customer must pay amounts due using a payment method accepted by Comdata; certain payment methods are subject to eligibility requirements and Comdata may specify a particular payment method for Customer. Customer may receive separate Billing Statements by product, service or fee type. All payments made by Customer to Comdata will be applied against the outstanding amount due at the time the payment is received. Subject to applicable law, we will apply and allocate payments and credits among balances owed by Customer (whether for purchases, fees, late interest, or otherwise) in any order and manner determined by Comdata. Unpaid charges and fees become part of the principal obligation for subsequent Billing Cycles.

ii. *Connect Card Accounts*. This Section 6(a)(ii) applies only to Connect Card Accounts. Account statements ("Account Statements") shall be available through the web portal that Comdata provides to Customer. Customer may receive separate Account Statements by product, service or fee type. Comdata will charge the Account for the full amount of all outstanding amounts due. Where such charge results in a negative balance, Comdata will collect the remainder owed once sufficient funds are loaded to the Account. All Load Transfers made by Customer to the Account will be applied against any negative Account balance and then the outstanding amount due at the time the payment is received. Subject to applicable law, we will apply and allocate Load Transfers and other credits to the Account among balances owed by Customer (whether for purchases, fees, or otherwise) in any order and manner determined by Comdata in its sole discretion.

b. Disputed Items. Customer must notify Comdata of any disputed charge on Customer's Billing Statement or Account Statement within sixty (60) days after the statement date or it will be deemed accepted by Customer. Unless required by law, Comdata is not responsible for any problem Customer may have with any goods or services charged on the Account.

If Customer has a dispute with a merchant, Customer must pay Comdata and attempt to resolve the dispute with the merchant prior to sending the dispute to Comdata. Comdata is not responsible if any merchant refuses to honor Cards.

c. Collections. In the event that the Account is turned over to a collection agency or an attorney for collection of unpaid amounts or Comdata otherwise engages an attorney to enforce this Agreement, Customer agrees to pay all costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

d. Comdata Initiated ACH. Customer hereby requests and authorizes the bank identified in the Application, ACH Authorization Form, or verbal ACH authorization to honor ACH debits and credits from Comdata to Customer's bank account, including for any Bank Load (as applicable). Customer represents, warrants and covenants that Customer's designated bank account for payments was established for business purposes and not for personal, family, or household purposes. Customer agrees that, in respect to each such ACH credit or debit, the bank shall be under no obligation to furnish Customer with any special advice or notice in writing or otherwise of same. Customer agrees to be bound by the NACHA Operating Rules. This authority is to remain in effect until revoked by Customer in writing to the bank and Comdata, and until the bank and Comdata actually receive such notice, Customer agrees that the bank shall be fully protected in honoring any such ACH credit or debit. Customer further agrees that if any ACH debit or credit shall be dishonored, the bank shall be under no liability whatsoever. Comdata shall notify Customer of the cutoff days for transactions to be included in the ACH debit. The ACH debit may not occur on this day but Customer's bank should debit Customer's account within 24–48 hours of the selected cutoff day. Customer shall provide prior notice to Comdata if Customer changes its bank and/or account information, and Customer shall, for a period of 48 hours from the time Comdata contacts Customer to confirm such change has been initiated, leave sufficient funds in Customer's existing account to cover any pending ACH debits. Customer shall notify its bank of this ACH authorization and ensure no security restrictions on its bank account prevent the ACH debits and credits.

e. Credit Reports. Comdata may report information about Customer's Account to credit bureaus. Late payments, missed payments, or other defaults on Customer's Account may be reflected in Customer's credit report.

7. Termination. This contract has no fixed term. Customer may at any time choose to terminate the Agreement and Customer's participation in the Program by calling customer service or providing written notice of the decision to terminate. Customer may not terminate the Cards and retain access to the other Program products and services under this Agreement. Comdata, at any time in its sole discretion, may suspend or terminate any Card, Account, or related service provided to you. Upon termination, Comdata shall have no requirement to make available any systems access or provide Customer with any information related to Customer's use of the Program, and Customer agrees to plan, and remain responsible, for any transition required for Customer to have timely fuel tax filings or satisfy other compliance requirements after termination. For Charge Card Accounts, Customer will pay all Fees when due and payable under Customer's Account and/or the Agreement, whether or not Customer's participation in the Program is terminated. For Connect Card Accounts, if there are funds remaining in Customer's Account upon termination, Comdata may return such funds via a check mailed to Customer's address on file or in any other manner at Comdata's sole discretion.

8. Limitations of Liability. Comdata shall not be liable for any failure to perform due to acts of God, acts of government or regulatory bodies which significantly inhibit or prohibit the Program, wars, acts of terrorism, fires, floods, explosions, natural catastrophes, civil disturbances, strikes, riots, unusually severe weather (such as tornadoes), or failures or fluctuations in electrical power, heat, light, air conditioning, computer or telecommunications services or equipment or any other cause not within the reasonable control of Comdata. IN THE EVENT THAT CUSTOMER INCURS ANY LOSS, INJURY, DAMAGES, OR LIABILITY IN CONNECTION WITH THIS AGREEMENT, CUSTOMER SHALL NOTIFY COMDATA OF SUCH LOSS, INJURY, DAMAGES, OR LIABILITY IN WRITING WITHIN THIRTY (30) DAYS OF FIRST BECOMING AWARE OF SUCH LOSS, INJURY, DAMAGES OR LIABILITY. COMDATA'S SOLE LIABILITY, AND CUSTOMER'S SOLE REMEDY, FOR ANY ACTION OR FAILURE TO ACT OR ANY OTHER REASON UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMDATA WITH RESPECT TO THE DEFECTIVE SERVICE CAUSING THE DAMAGE DURING THE SIXTY (60) DAYS IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE LOSS. COMDATA SHALL HAVE NO LIABILITY FOR ANY LOSS, INJURY, DAMAGES OR LIABILITY THAT WAS NOT IDENTIFIED TO COMDATA IN WRITING WITHIN THIRTY (30) DAYS OF CUSTOMER'S FIRST BECOMING AWARE OF SUCH LOSS, INJURY, DAMAGES OR LIABILITY. IN NO EVENT SHALL COMDATA BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND/OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER COMDATA WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. Warranty Disclaimer; Customer Indemnification.

a. THE PROGRAM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER COMDATA NOR ANY PERSON ASSOCIATED WITH COMDATA MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE PROGRAM OR ANY PRODUCTS OR SERVICES RELATED THERETO. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT COMDATA SHALL NOT BE LIABLE TO THE CUSTOMER NOR TO ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (I) ARISING OUT OF FAILURE OF CUSTOMER TO MAINTAIN DATA RECORDS AS REQUIRED UNDER APPLICABLE STATE AND FEDERAL LAWS, RULES AND REGULATIONS, INCLUDING WITHOUT LIMITATION IFTA AND IRP REGULATIONS,

(II) ARISING OUT OF ANY ACT OR OMISSION OF CUSTOMER (OR CUSTOMER'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR VENDORS (E.G., GPS VENDOR)), INCLUDING WITHOUT LIMITATION THE PROVISION OF ACCURATE INFORMATION, DATA AND/OR RECORDS TO COMPLETE ANY FORMS, TAX RETURNS OR OTHER DOCUMENTS OR TO PROCESS ANY PAYMENT DUE HEREUNDER, OR (III) OTHERWISE ARISING IN CONNECTION WITH THE PROGRAM. COMDATA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

b. CUSTOMER SHALL INDEMNIFY AND HOLD COMDATA HARMLESS OF AND FROM ANY AND ALL LIABILITIES RESULTING FROM ANY ACT OR OMISSION BY ANY OWNER, EMPLOYEE, OR AGENT OF CUSTOMER, INCLUDING BUT NOT LIMITED TO, ACTS OF COMMISSION OR OMISSION DEEMED TO BE WILLFUL OR NEGLIGENT.

10. Confidentiality. Customer agrees and covenants that it shall not, during the performance of this Agreement or at any time after the termination or expiration hereof, use or disclose to any third party other than during the proper performance of their duties hereunder, the confidential and proprietary information of Comdata ("Confidential Information"), including but not limited to the rates, terms, and conditions of this Agreement, technical information; transaction information; or any of the procedures, practices or confidential dealings of the other party hereto. The foregoing shall not apply to a disclosure required by law provided if a subpoena or court order compels disclosure, Customer will (unless lawfully prohibited) immediately notify Comdata and cooperate to limit disclosure to the extent required by law. Customer acknowledges and agrees that the application software developed, utilized and maintained by Comdata, the internal hardware utilized by Comdata, the internal operating procedures employed by Comdata, technical information, such as file record layouts, and transaction information, including without limitation Comdata card numbers and data gathered at the point-of-sale by Comdata, are Confidential Information and the exclusive and proprietary property of Comdata.

11. Right of Setoff. Comdata shall have the right to setoff and apply any amounts owing by Comdata to Customer against any amounts owing from Customer to Comdata, including, if applicable, any negative Account balance, pursuant to any Agreement between Comdata and Customer or any amounts in the possession of or under the control of Comdata. With respect to Connect Card Accounts, Comdata shall have the right to setoff any amounts owing by Customer to Comdata, including any fees and any negative Account balance, against any Load Transfer.

12. Monitoring and/or Recording Communication. Customer understands and agrees that Comdata may in its discretion, but is not obligated to, monitor and/or record any telephone calls by Customer or its employees and/or agents without any further notice for quality control purposes and for its own protection. Comdata may also monitor, record, and/or make a record of any other communications between Customer or its employees and/or agents and Comdata without any further notice, and Comdata may use the resulting information for internal purposes or as may be required by applicable law. Customer hereby consents to Comdata's monitoring and/or recording of any telephone calls and communications with Customer or its employees and/or agents. Customer acknowledges and understands Comdata may not record all telephone calls or communications, and Comdata does not guarantee that recordings of any particular telephone calls or communications will be retained or be capable of being retrieved.

13. Provider of Services. "Comdata" means Comdata Inc., a Delaware corporation and one or more of its subsidiaries designated by it to provide the applicable services hereunder, including, without limitation, Comdata Network, Inc. of California, the licensed money transmitter in the State of California, to provide licensed money transmission services to customers with a billing address in California, and Comdata TN, Inc., a licensed money transmitter/check seller in other states, to provide such services to customers with billing addresses in those states. Customer hereby agrees that for Accounts with a billing address in the State of California, all Comcheks that are used are issued by Comdata Network, Inc. of California regardless of the name of the issuer printed on the Comchek paper instrument.

14. Government Regulation. To help the government fight the funding of terrorism and money laundering activities, federal law requires Comdata to obtain, verify, and record information that identifies Customer (and any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that Customer (a) is 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 Comdata from making any advance or extension of credit to Customer or from otherwise conducting business with Customer, and (b) Customer shall provide to Comdata, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides a Card, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

15. Customer Compliance. Customer shall be bound by and comply with all applicable laws and regulations ("applicable law") and all payment network rules, guidelines, requirements, and prohibitions ("network rules") regarding Customer's use of the Account and Card(s). Customer shall permit Comdata to reasonably investigate or audit Customer's compliance with applicable law and network rules regarding Customer's use of the Account and Card(s).

16. Modifications to this Agreement. Customer may not modify this Agreement. In addition to Comdata's other rights under this Agreement, Comdata may change or replace any or all terms of this Agreement at any time, including, without limitation, in the event of any future changes to applicable law, by sending Customer notice of any such change at least

thirty (30) days prior to the effective date of the change, unless a shorter notice period is required by applicable law. Retention or use of the Account after the effective date of any such change will constitute acceptance of the new terms.

17. Notices; Customer Contact. Except as set forth herein, all "notices" must be in writing. All written notices required to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by U.S. certified mail or nationally-recognized overnight courier delivery service such as either UPS or FedEx to Comdata, 5301 Maryland Way, Brentwood, TN 37027, attention: President, with a mandatory copy to Corpay, Inc., 3280 Peachtree Road, Suite 2400, Atlanta, Georgia 30305, attention: General Counsel. In addition to the foregoing, any notice or communication from Comdata to Customer also may be provided by email or other electronic means, and Customer consents to such electronic delivery. **Customer agrees to keep the primary email address associated with the Account up to date at all times. Any notices sent by Comdata to such email address associated with Customer's Account shall be deemed properly delivered.** Customer consents to Comdata's (including Comdata's affiliates') contacting Customer and Customer's employees concerning Comdata's and its affiliates' products and services. Customer hereby consents that the means of such contact may include phone calls and/or SMS messages (including through the use of autodialer technology) to Customer and Customer's employees mobile or home phone numbers, to the extent such are provided to Comdata and its affiliates'.

18. Governing Law; Waiver of Jury Trial; Binding Arbitration.

a. This Agreement shall be exclusively governed by the laws of the State of Tennessee without regard to the choice of law rules of such state.

b. You or Comdata may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties arising from or in any way relating to the Cards or Account, a prior related account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, or injunctive or declaratory relief) such claims seek (a "Claim"). The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating (including paying the filing fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association, JAMS, or National Arbitration Forum (sometimes also referred to as the "FORUM"). 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 Comdata. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

Who can be a party? The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

What Claims are subject to arbitration? All Claims relating to your Cards or Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

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

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

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

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

How does a party initiate arbitration? The party filing an arbitration must choose one (1) of the following three (3) arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum (sometimes also referred to as the "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 (3) 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, Website: www.adr.org; JAMS, 18881 Von Karman Avenue, Suite 350, Irvine, CA 92612, Website: www.jamsadr.com; and National Arbitration Forum (sometimes also referred to as the "FORUM"), P.O. Box 50191, Minneapolis, MN 55405, Website: https://www.adrforum.com. At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

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

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

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

Survival and Severability of Terms. This arbitration provision shall survive: (a) termination or changes in the Agreement, the account, or the relationship between you and us concerning the account; (b) the

bankruptcy of any party; and (c) 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.

19. No Assignment; Complete Agreement. Customer may not transfer or assign this Agreement without the prior written consent of Comdata. This Agreement and the materials referenced above, and Customer's accepted Application, contain the complete agreement between Customer and Comdata for Customer's participation in the Program, and may be amended only (a) in writing signed by the parties or (b) by Comdata in accordance with the requirements of this Agreement, or (c) by Customer's acceptance of additional or substitute terms delivered to Customer by Comdata via phone, website, email, text, or such other means as may be elected by Comdata. Upon Comdata's reasonable request, Customer agrees to promptly complete and deliver such further documents as necessary or appropriate in connection with this Agreement.

20. Miscellaneous.

a. None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties hereto other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto, nor any of their respective employees, shall be construed to be the employer of the other. Customer and Comdata agree that Comdata is only providing services under this Agreement as an independent contractor.

b. Any provision of this Agreement that by its nature is intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination.

c. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

d. In case one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired hereby.

e. Comdata's failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition, nor shall waiver or relinquishment of any right or power hereunder at any time be deemed a subsequent waiver or relinquishment of such right or power.

21. Electronic Signatures. Customer and Comdata agree that the electronic signatures used in connection with this Agreement are intended to authenticate this writing and to have the same force and effect as a manual signature.