COMDATA
A Corpay Company

Summary of Rates and Fees

Fee	Fee / Rate	
Program Fees		
Late Payment	Greater of: (i) **$250.00** or (ii) **17.99%** of the past due portion of the Total Amount Due (excluding any previous late fees or any interest charges for late payment), with such late fee not to exceed the lesser of $7,500.00.	Section 7(a)(i)
Interest Charge for Late Payment	**WSJ Prime Rate + 4.00%** assessed on the Total Amount Due (excluding any late fees or any previous interest charges for late payment) for the period of time such amount remains unpaid beyond the Due Date, or maximum allowed by applicable law.	Section 7(a)(ii)
International Transaction Fee	**1.1%** of the transaction amount for transactions made outside the U.S. or in currency other than U.S. dollars	Section 7(a)(iii)
Comdata Proprietary Network Fees		
Card purchase of Comdata Non-Fuel (Product Code) Items	**$1.00** per transaction	Section 7(b)(i)
Express Code	**$2.50** per $200.00 increment when Customer generates an electronic Express Code.	Section 7(b)(ii)
OnRoad Fees		
Comchek Draft Registration	**$2.50** per registered Comchek	Section 7(c)(i)
ATM Fee	**$2.50** per ATM withdrawal, ATM decline, and ATM balance inquiry	Section 7(c)(ii)

Comdata Max – Fuel Card Agreement

This agreement is made and entered into by and between the applicable Comdata entity(ies) identified in Section 1 of the General Terms and Conditions and the Customer identified above ("Customer" or "you"). This Comdata Max – Fuel Card Agreement ("Agreement") is an agreement between the business ("Customer" or "you" or "your") identified in the credit application that Customer submitted ("Credit Application") and the applicable Comdata entity(ies) identified in Section 1 of this Agreement, and governs Customer's access to and use of the Account(s) (defined below) and the products and services described provided for in this Agreement and any exhibits, schedules or addenda attached hereto attached hereto ("Program").

1. Contracting Entity. For this Agreement, the Comdata entity(ies) with which you are contracting is: Comdata Inc., a Delaware corporation, in connection with the Mastercard payment cards; and any credit provided in connection with this Agreement; Comdata Network, Inc. of California, a licensed money transmitter in the State of California, if you have a California billing address and are provided any aspect of the Money Transmission Services (as such term is herein after defined in Section 5) in connection with this Agreement; and/or Comdata TN, Inc., a licensed money transmitter/check seller in other states, if you have a billing address in another state and are provided any aspect of the Money Transmission Services in connection with this Agreement. In this Agreement, these entities are individually and collectively referred to as "Comdata" or "we" or "our" or "us" as applicable. Customer hereby agrees that for Accounts with a billing address in the State of California, all Comchek drafts that are used are issued by Comdata Network, Inc. of California regardless of the name of the issuer printed on the Comchek paper instrument.
2. Comdata Max. Comdata will provide Customer with one or more accounts through the use of which Customer may access certain card networks ("Networks"), and the financial information and other services provided for in this Agreement and any exhibits, schedules or addenda attached hereto (collectively, the "Account").
   a. Comcheks & Cards. In connection with the Account, Comdata shall provide Comchek® drafts and Mastercard Cards ("Cards") through the use of which Customer may access certain payment networks. The Cards are issued by Fifth Third Bank, National Association or another financial institution as communicated by Comdata Inc. (the "Issuer"). Comdata Inc. is an agent of the Issuer. All Cards issued to Customer shall remain the property of the Issuer and must be returned or destroyed (with certification of destruction) upon request. Comdata or the Issuer may cancel, revoke, repossess, or restrict the use of Cards at any time.
   b. Factoring. In submitting the Credit Application, Customer also applied for nonrecourse invoice factoring services provided by BridgeHaul Logistics Solutions, LLC ("BridgeHaul"). Under the Program, you are given the option to load amounts BridgeHaul pays you for factored invoices ("Factoring Payouts") to the Primary OnRoad Card (as detailed further below). See the Factoring Service Agreement for details on any fees associated with loading Factoring Payouts to the Primary OnRoad

Card. Customer authorizes Comdata to share Account information with BridgeHaul, including but not limited to, credit limit and Card usage information, and permits BridgeHaul to use such information in connection with the Program.

c. Discounts / Rebates. Under the Program, you may be provided certain discounts and/or rebates when purchasing fuel through the Comdata proprietary network when using a Card. Beginning ninety (90) days after Account setup, you must have at least one factoring transaction with BridgeHaul under the Program in the preceding ninety (90) days to continue to be eligible for discounts and/or rebates.

d. OnRoad.

i. *Primary OnRoad Card.* Under the Program, Customer will be provided a designated Card onto which Factoring Payouts may be loaded ("Primary OnRoad Card"). Upon load to the Primary OnRoad Card, Factoring Payout funds will be held in a bona fide trust account at the Issuer (the "Trust"), and Customer may, subject to the fees detailed in Section 7(c), use the Primary OnRoad Card as described in the Primary OnRoad Card cardholder agreement. Customer may only use funds held in the Trust for transactions governed by the Primary OnRoad Card cardholder agreement. Customer may also, subject to the fees detailed in Section 7(b) and any prefunding requirements, use the Primary OnRoad Card for Customer Transactions (as defined below). All Primary OnRoad Card transactions are subject to the International Transaction Fee detailed in Section 7(a)(iii).

ii. *OnRoad Cards.* Under the Program, Customer's employees, drivers, and/or other authorized personnel ("Cardholders") will be provided Cards that are enabled for business purposes (using Customer's funds) and may be enabled for Cardholders' personal purposes (using Cardholder Funds, as defined below) (each such Card is an "OnRoad Card"). For business purposes, the OnRoad Card (and the Primary OnRoad Card) may be used to access Customer's funds for designated business purchases through the Comdata proprietary network and generating Express Codes ("Customer Transactions"). Customer may elect to enable access to certain automated teller and Mastercard signature-debit-based point-of-purchase payment Networks and distribute funds to its Cardholders by loading OnRoad Card accounts with Cardholder-owned funds ("Cardholder Funds" used for "Cardholder Transactions").

iii. *Requirements for OnRoad Cards.* The following terms apply to OnRoad Cards:

1. Customer shall provide identifying information for each Cardholder to whom an OnRoad Card will be assigned, as may be required by Comdata to satisfy its compliance obligations and perform the services.
2. OnRoad Cards will be loaded pursuant to load instructions from Customer, and all Cardholder Funds loaded to OnRoad Cards will be held in the Trust. Cardholder Transactions and withdrawals will debit Cardholder Funds in the Trust account.
3. Customer acknowledges and agrees that (i) all Cardholder Transactions are subject to availability of funds according to respective OnRoad Card balance(s) within the Trust account, the authorization and approval of each respective Card and transactions effected thereby, and applicable laws, rules and regulations, including, without limitation, those of Networks; (ii) Cardholder Funds may only be loaded by Customer and not by Cardholders; and (iii) Issuer or Comdata may modify the OnRoad Cards and the transactions available in connection therewith based upon, among other things, changes in the foregoing.
4. Cardholder Transactions are subject to the Cardholder fees detailed in Exhibit A. All OnRoad Card transactions are subject to the International Transaction Fee detailed in Section 7(a)(iii).
5. If Customer uses OnRoad Cards to distribute wages, salary, or other compensation (such as commissions) on a recurring basis to Cardholders who are Customer's employees, then the OnRoad Card is a payroll card, and Customer will comply with all instructions from Comdata including but not limited to indicating to Comdata each OnRoad Card that is used to provide wages and indicating each load to an OnRoad Card that constitutes payment of wages. Customer shall not distribute wages via the use of an OnRoad Card unless Customer does all of the following:
    a. Customer shall comply with and is solely responsible to comply with all laws and regulations related to the provision of wages and other compensation to its employees via the use of a payroll debit card (the "Payroll Card Laws"). Customer shall, without limitation, indemnify, reimburse, and hold Comdata harmless for all liabilities incurred by Comdata and the Issuer associated with Customer's failure to comply with the Payroll Card Laws.
    b. Customer will not distribute payroll to any employees via the Card without obtaining each employee's voluntary consent in accordance with applicable laws and regulations. Customer shall provide a means for an employee to indicate consent in writing ("Consent Form") and a method by which an employee may revoke the consent. For the avoidance of doubt, in order to obtain voluntary consent for the use of an OnRoad Card to receive wages, an employee must be informed of all wage payment options, all terms associated with OnRoad Card, and all fees and charges associated that may apply to the employee associated with the OnRoad Card in accordance with all requirements of Payroll Card Laws. Prior to an OnRoad Card being validated for use, each Cardholder must receive both the OnRoad Card fee disclosures and the OnRoad Card cardholder agreement made available by Comdata to Customer. Customer will retain the original Consent Form for each employee and will provide a copy to Comdata upon request.
    c. In accordance with the foregoing and to assist with Comdata's compliance efforts, Customer represents, warrants and covenants that it will only distribute OnRoad Cards for its employees' wages and other compensation where Customer has provided the employees with the following: (i) a written notice that the OnRoad Card is not available for use until validated by the employee and that the employee may choose not to use the OnRoad Card, (ii) a copy of the OnRoad Card cardholder agreement supplied with the OnRoad Card, and (iii) the OnRoad Card fee disclosures provided by Comdata to Customer.
6. Comdata has the right to audit Customer for compliance during reasonable business hours and with advance notice at no cost to Customer.

3. 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;
- Customer is not registered with FinCEN as a money service business, is not a licensed money transmitter, and is not a payment aggregator or bill payment facilitator;
- 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 to make payments on behalf of Customer and will not be used to make payments on behalf of any third party (including any affiliate of Customer);
- the Account and Cards will only be used for valid and lawful purposes and will not be used for gambling, online gaming, illicit drug transactions, or any unlawful purposes including without limitation (i) other illegal purchases of goods or services, regardless of whether such transaction violates the laws applicable in the territory where the transaction was initiated or merchant is located, or (ii) purchases that are prohibited by law, rule or regulation; and
- the Account and Cards will not be used in any way that would cause Comdata or Issuer to violate applicable law, rule or regulation.

If Customer uses, or allows someone else to use, the Account or Cards in violation of the above representations and warranties or for any purpose other than as provided herein, Comdata may immediately suspend the Account, and Customer shall be responsible for such use and may be required to reimburse Comdata, the Issuer, and, where applicable, Mastercard International Incorporated ("Mastercard") for all amounts and/or expenses either Comdata, the Issuer, and/or Mastercard incur and/or pay as a result of such use.

4. Credit.

a. *Credit Limit; Credit Information*. If applicable, Comdata will establish a credit limit for the Account for Customer Transactions and distributing funds to Cardholders only. The credit limit is subject to periodic review and adjustment by Comdata in its sole discretion. Customer shall provide Comdata with such financial information as Comdata may reasonably require, including, without limitation, annual financial statements within a reasonable time after Customer's fiscal year-end and interim financial statements as requested by Comdata. Customer authorizes Comdata to make any credit investigation Comdata deems necessary and appropriate and to request reports from credit bureaus in connection with this Agreement or any update, renewal or extension of credit. Comdata may furnish information with respect to Customer's Account to credit bureaus or others who may properly receive such information. Customer shall repay Comdata for all credit extended by Comdata and shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. If Customer exceeds its credit limit, then Comdata may require immediate payment and/or security, and/or suspend the Account or any further service.

b. *Security.* 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. Comdata may refuse to extend credit until such time as any such security is received by Comdata in form and substance acceptable to Comdata in its discretion.

c. *Payments Terms.* Customer shall be responsible for credit extended on the Account. This is not a revolving credit account and the total amount shown on each applicable Account statement (the "Total Amount Due") is due and payable by the date shown on the Account statement (the "Due Date"). This amount includes transactions posted since the last statement date, amounts past due, and all applicable charges. If received by 11:59 p.m. Eastern Time on a business day (Monday through Friday of each week, excluding banking holidays), payments will be credited to Customer's Account as of the date received, otherwise such payments will be credited to Customer's Account the next business day.

5. Money Transmission Services.

a. *Comchek drafts.* If Customer is provided Comchek drafts in connection with this Agreement, Comdata Network, Inc. of California or Comdata TN, Inc., as determined by Section 1 ("Money Transmitter"), will provide the Comchek drafts and hold all funds registered to the Comchek drafts.

b. *Stored Value Services.* If Comdata Inc. does not establish a credit limit for the Account, Customer must prefund all use of the Account. To enable Customer to prefund use of the Account, Money Transmitter may offer you the ability to add funds to your Account ("Stored Value Services") (Comchek drafts and the Stored Value Services are collectively referred to as "Money Transmission Services").

6. *Pooled Funds.* Money Transmitter will hold any funds associated with Money Transmission Services that you provide. In doing so, Money Transmitter will pool your funds with other Customers' funds and invest those funds in accordance with state money transmitter laws. Pooled funds are segregated from Money Transmitter's corporate funds, and Money Transmitter will neither use these funds for operating expenses nor voluntarily make them available to creditors. Any funds that Money Transmitter holds for you represent unsecured claims against Money Transmitter. Money Transmitter owns any interest or earnings from these investments, and you will not receive any interest or other return on the funds held by Money Transmitter. You acknowledge and agree that the claim you have against Money Transmitter for funds held by Money Transmitter is not secured by these investments and that you have no ownership interest (whether legal or beneficial) in these investments.

7. Fees.

a. *Program Fees*.

i. *Late Payment*. If Customer does not make full payment of the Total Amount Due by the Due Date, then Customer agrees to pay a late payment fee equal to the greater of: (i) **$250** or (ii) **17.99%** of the past due portion of the Total Amount Due (excluding any previous late fees and any interest charges for late payment). In no event will such late charge exceed the lesser of $7,500.

ii. *Interest Charge for Late Payment*. If Customer does not make full payment of the Total Amount Due by the Due Date, then Customer agrees to pay an interest charge at a rate equal to **the WSJ Prime Rate ("WSJ Prime Rate") plus 4.00% per annum**. The interest charge for late payment is assessed on the Total Amount Due (excluding any late fees and any previous interest charges for late payment) for the period of time such amount remains unpaid beyond the Due Date. In no event will the interest charge rate exceed the maximum rate permitted by applicable law.

iii. *International Transaction Fee*. Comdata will charge, and Customer agrees to pay, a fee equal to **1.1%** of the transaction amount for transactions made outside the U.S. or in currency other than U.S. dollars.

b. *Comdata Proprietary Network Fees*.

i. *Card Purchase of Comdata Non-Fuel (Product Code) Items*. Comdata will charge, and Customer agrees to pay, a **$1.00** fee for every purchase made on the Comdata Proprietary Network that includes a non-fuel item(s).

ii. *Express Code*. Comdata will charge, and Customer agrees to pay, a **$2.50** fee per $200.00 increment when Customer generates an electronic Express Code.

c. *OnRoad Fees*.

i. *Comchek Draft Registration*. Comdata will charge, and Customer agrees to pay, a **$2.50** fee to register a Comchek draft using funds loaded to the Debit Side of Customer's Card. Third parties may charge additional fees to accept or cash Comcheks.

ii. *ATM Fee*. Comdata will charge, and Customer agrees to pay, a **$2.50** fee for each ATM withdrawal, ATM decline, and ATM balance inquiry. The ATM operator may charge a surcharge. Information about surcharge-free ATMs can be found at https://resourcecenter.comdata.com/atm-network/. The surcharge-free network and availability of surcharge-free ATMs may change from time-to-time.

8. Statements; Reporting. Billing statements and/or reports are available on-line. Customer understands and agrees that Comdata may filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail.

9. Our Right to Suspend or Terminate. We, at our sole discretion, may suspend or terminate any Card, Account, or related service provided to you at any time.

10. Your Right to Cancel. This contract has no fixed term. If you desire to cancel any particular Card, but not the Account, you must notify us via the online account management system or by calling customer service. Your liability for purchases made using a canceled Card shall end twenty-four (24) hours after we receive notice of your cancellation. You may terminate your Account for any reason by calling customer service or by providing written notice of the termination to us. You remain obligated to pay for any and all transactions, balances, fees, and other amounts incurred up until midnight of the day we receive notice of such termination.

11. Disputed Items. Customer must notify Comdata in writing of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and 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. For transactions settling through the Mastercard Network, if Customer is unsuccessful in resolving the dispute directly with the merchant, Comdata will attempt to process the dispute through Mastercard subject to the Mastercard rules, as they may be changed from time to time in the sole discretion of Mastercard. Comdata is not responsible if any merchant refuses to honor Cards.

12. Account Access.

a. *Access*. Customer's representatives shall access the Account only as required to administer Customer's Card program and for no other purpose.

b. *Unauthorized Access to Account*. Customer agrees to 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 Comdata's system. To the fullest extent permitted under applicable law, Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account and Cards until it has notified Comdata of such unauthorized access or use.

c. *Lost or Stolen Cards*. Customer will not be liable for unauthorized charges on a Card that occur after Customer notifies Comdata of the loss or theft of a Card issued to Customer.

13. Limitation of Liability. Except for any obligation to pay any fees and/or expenses due to Comdata hereunder this Agreement, neither party shall be liable for any failure to perform due to acts of God, acts of government or Mastercard or regulatory bodies which significantly inhibit or prohibit the Service, 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 the appropriate party hereto this Agreement. COMDATA'S SOLE RESPONSIBILITY, AND CUSTOMER'S SOLE REMEDY, FOR DAMAGES FOR ERROR, DELAY, OR ANY ACTION OR FAILURE TO ACT SHALL BE LIMITED TO DIRECT MONEY DAMAGES IN AN AGGREGATE, TOTAL AMOUNT NOT TO EXCEED THE TOTAL ISSUER REVENUE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE LOSS. IN NO EVENT SHALL COMDATA BE RESPONSIBLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, AND/OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER COMDATA WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMDATA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES

OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FOR THE PURPOSES OF THIS PROVISION, "ISSUER REVENUE" SHALL MEAN THE PORTION OF THE PROPRIETARY FUEL NETWORK TRANSACTION FEES PAID IN FULL BY CUSTOMER TO COMDATA WITH RESPECT TO CUSTOMER'S FUEL SPEND UNDER THIS AGREEMENT, EXCLUDING ANY DISCOUNT, INCENTIVE, AND/OR REBATE AMOUNTS PAID TO CUSTOMER, CHARGE BACKS, FRAUD LOSSES, AND/OR CREDIT LOSSES.

14. Confidentiality; Proprietary Rights. Comdata and Customer agree and covenant to each other that they 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 the other party hereto ("Confidential Information"), including but not limited to the rates, terms and conditions of this Agreement; Customer financials provided pursuant to Section 4(a) (Credit Limit; Credit Information); 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 each party takes reasonable steps, when permissible, to notify the other party prior to such disclosure. Customer acknowledges and agrees that the application software and business processes 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 any data or information gathered by Comdata, whether at the point-of-sale or otherwise, are solely Comdata's Confidential Information and as such are the exclusive and proprietary property of Comdata. The BINs (Bank Identification Numbers) assigned to the Cards are the property of the Issuer.

15. 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, Express Codes, Comchek® drafts, and/or any other codes, passwords, and/or any other Account-related security codes or procedures shall be deemed an employee or agent of Customer.

16. Right of Setoff and Recoupment. Comdata shall have the right to setoff and apply any amounts owing by Comdata to Customer against any amounts owing from Customer to Comdata pursuant to any Agreement between Comdata and Customer or any amounts in the possession of or under the control of Comdata.

17. 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 respective employees and/or other agents without any further notice for quality control purposes and for its own protection to the maximum extent permitted by applicable law. Comdata may also monitor, record, and/or make a record of any other communications between Customer or its respective employees and/or other agents and Comdata without any further notice, including but not limited to, any email correspondences and/or virtual meetings held via Microsoft Teams, Zoom, or other similar medium, 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, email correspondences, virtual meetings, and/or other communications with Customer or its respective employees and/or other agents. Customer also acknowledges and understands that Comdata may not record all telephone calls, email correspondences, virtual meetings, and/or other communications between Customer, or its respective employees and/or other agents, and Comdata does not guarantee that recordings of any particular telephone calls or communications will be retained or be capable of being retrieved.

18. Taxes. Customer is solely responsible for any and all tax related obligations in connection with using the Account or Cards or related services, including, without limitation, proper withholding and reporting, and Customer agrees to indemnify and hold Comdata and its affiliates harmless from any and all liabilities, including interest and penalties, which are or may be imposed on Comdata or any of its affiliates pursuant to any such federal, state and local tax laws and regulations.

19. Press Releases, Publicity, Etc. Customer shall not issue any press release or disseminate similar publicity or other information regarding this Agreement or the service(s) for Customer or utilize the trademarks, service marks, trade names, and/or logos of Comdata, Issuer, and/or the Networks, including, without limitation, web site information, instructional or marketing materials and/or brochures, without the prior express written approval to do so from either Comdata, Issuer, and/or the Networks, as may be applicable.

20. Independent Contractors. 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.

21. Notices; Customer Contact. All written notices required to be given by this Agreement shall be deemed to be duly given if sent via either U.S. certified mail, return receipt requested, or nationally-recognized overnight courier delivery service such as FedEx or UPS, to Comdata, 5301 Maryland Way, Brentwood, Tennessee 37027, attention: President, with a mandatory copy to Corpay, Inc., 3280 Peachtree Road, Suite 2400, Atlanta, Georgia 30305, attention: General Counsel; or to Customer at the address listed on the Cover Page. In addition to the foregoing, any notice or communication from Comdata to Customer may be provided by email or other electronic means. Customer agrees to keep the primary email address and phone number associated with the Account up to date at all times. Any notices sent by Comdata to the primary email address associated with Customer's Account shall be deemed properly delivered. Customer consents to Comdata's and 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 by Customer.

22. Custom Services. To the extent Customer requires custom services, including, without limitation, custom reporting, data loads, dashboards, report distribution, training and other custom development work, Comdata may provide such custom services pursuant to a

statement of work agreed to and executed by the parties. Such statement of work will include a description of the scope of services to be performed by Comdata and an estimated cost for such custom services based on Comdata's applicable standard hourly rates in effect at the time of service.

23. ACH Authorization. If Customer elects to have Comdata initiate payment via ACH, the following shall apply: Customer authorizes the bank identified in the Credit Application, ACH Authorization Form, or verbal ACH Authorization to honor ACH debits and credits from Comdata to Customer's bank account. Customer represents, warrants and covenants that Customer's designated bank account for payments was established for business purposes and not for personal 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 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.

24. Government Regulation. IMPORTANT INFORMATION ABOUT PROCEDURES FOR BEING A COMDATA CUSTOMER- 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, where applicable, owners of 25% or more of Customer, persons with significant management responsibility of Customer, and any guarantor or co-maker (collectively "Beneficial Owners") 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 and Beneficial Owners, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that Customer and each Beneficial Owner (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 each Beneficial Owner and any person to whom Customer provides a Card, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

25. Waiver of Jury Trial; Binding Arbitration. You, Customer, or we, 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, Customer, 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, Customer, or we, Comdata, require arbitration of a Claim, neither you, Comdata, 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, Comdata, or you, Customer, or claiming through us or you, such as a co-applicant or authorized user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.
What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.
Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").
What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.
How does a party initiate arbitration? The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum (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 Comdata agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating arbitration by contacting them as follows: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605, 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, Comdata, may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.
What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years of experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or Comdata. The arbitrator will take reasonable steps to protect your account information and other confidential information if requested to do so by you or Comdata. 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 Comdata 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 Comdata, 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 Comdata files, Comdata pays; if you, Customer, file, you, Customer, pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you, Customer, have paid the initial filing fee and you prevail, Comdata will reimburse you for that fee. All fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, Comdata will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring Comdata to do so, or if you ask us, Comdata, and we, Comdata, determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.
When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.
Survival and Severability of Terms. This arbitration provision shall survive: (i) termination or changes in the Agreement, the account, or the relationship between you, Customer, and us, Comdata, concerning the account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your account, or any amounts owed on your account, to any

other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

26. Miscellaneous.

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. Upon Comdata's reasonable request, Customer agrees to promptly complete and deliver such further documents as necessary or appropriate in connection with this Agreement.

c. 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.

d. In addition to its rights under Section 4 of this Agreement or otherwise expressly set forth herein, Comdata may change the terms of this Agreement, except for those relating to fees charged, at any time, including, without limitation, in the event of any future changes to applicable law or the interpretation thereof or changes in the Network rules, and will notify Customer of any such changes at least thirty (30) days prior to the effective date of the change, unless a shorter notice period is required by applicable law or Network rules. If Customer does not agree to any such change, it may provide written notice to Comdata of its objection to such change within ten (10) days of receipt of notice from Comdata of the change, and upon receipt of such objection, Comdata may withdraw the change by written notice to Customer. If Comdata does not withdraw the change, it will become effective on the date provided in the original notice of change to Customer, provided that Customer may terminate the Agreement with written notice to Comdata within fifteen (15) days of the effective date of such change. Unless Customer provides notice of its objection as set forth above and exercises its right to terminate in the event Comdata does not withdraw such change, retention or use of the Account after the effective date of any such change will constitute acceptance of the new terms.

e. This Agreement, including any exhibits, schedules or addenda attached hereto and made a part hereof, constitutes the entire agreement of the parties with respect to its subject matter; supersedes all prior agreements and understandings, oral or written, of the parties with respect to this subject matter; and except as expressly set forth herein, may only be modified by a writing signed by Comdata and Customer or by Customer's acceptance of additional or substitute terms delivered to Customer by Comdata via either phone, website, email, text, written letter or similar notice, or such other means as may be elected by Comdata from time to time in its sole, reasonable discretion.

f. 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 and/or audit Customer's compliance with applicable law and network rules regarding Customer's use of the Account and Card(s) so long as it does not unreasonably disrupt Customer's normal business operations.

g. In the event of any conflict between the provisions of the Agreement and any exhibits, schedules or addenda, the provisions of the exhibits, schedules or addenda shall control with respect to the applicable product or service described in such exhibits, schedules or addenda.

h. 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.

i. 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.

j. 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.

k. No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, having fully participated in the negotiation of this Agreement, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same.

l. Customer may not transfer or assign this Agreement without the prior written consent of Comdata.

m. Customer and Comdata both acknowledge and agree that this Agreement may be executed in one or more counterparts, each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or any other reliable means shall be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form, and both parties agree that such electronic records shall have the full legal effect of an original writing. The parties hereto further agree that for purposes of executing this Agreement, any executed counterpart transmitted by facsimile or PDF scan sent via electronic mail, or any counterpart signed electronically via DocuSign or other similar medium, shall be considered as an original signature and shall have the same binding legal effect as delivery of a manually executed original counterpart.

n. In the event that the Account is turned over to a collection agency or an attorney for collection of unpaid amounts or otherwise to enforce this Agreement, Customer agrees to pay any and all costs, fees, and/or expenses of such agency or attorney, including, without limitation, any court costs, filing fees, actual out-of-pocket expenses, and/or reasonable attorneys' fees, as may be applicable.

Exhibit A

Cardholder Fees

The following fees apply to Cardholder Transactions and a Cardholder's use of their OnRoad Card number to register a Comchek Draft. Cardholders will agree to these fees as provided in their OnRoad Card cardholder agreement.

Fee	Fee Amount	When Charged to Cardholder
International transaction fee of 1.1% applies to transactions made outside the U.S. or in currency other than U.S. dollars.		
Comchek Draft Registration	\$2.50	Fee to register a Comchek draft, charged upon registration. Fee waived if 1st transaction after new load to payroll card. Cardholder will otherwise be charged this fee. Third parties may charge additional fees to accept or cash Comcheks.
ATM Fee	\$2.50	Fee for each ATM withdrawal, ATM decline, and ATM balance inquiry. Fee waived if 1st transaction after new load to payroll card. Cardholder will otherwise be charged this fee. The ATM operator may charge a surcharge. Information about surcharge-free ATMs can be found at https://resourcecenter.comdata.com/atm-network/. The surcharge-free network and availability of surcharge-free ATMs may change from time-to-time.