

FLEETSOURCE CLIENT AGREEMENT

*Please check the boxes in the Fee Summary Table below to certify your agreement to each listed fee.
Please also review this Agreement in full and sign where indicated below to accept.*

| Fee Summary Table | | |
|---|---|-------------|
| Category | Program Fees | For Details |
| <input type="checkbox"/> Late Payment | <ul style="list-style-type: none">For a late payment, the Late Fee is equal to the greater of \$75 or 8.99% of the New Balance | Section 4.1 |
| <input type="checkbox"/> Interest Charge for Late Payment | <ul style="list-style-type: none">If prior balance is not paid in full on time, 0.064% of Average Daily Balance times the number of days in your then-current Billing Cycle period | Section 4.1 |

DEFINITIONS & ACCEPTANCE TERMS

- Definitions.** *Account* means the account established for you and any account created via an addendum to this Agreement. *Agreement* means this document, the application (if any) you completed when applying for the Account, the approval letter (if any) we sent to you that approves your application, and any addendum to this Agreement. In the event of a conflict between any such other document and this document, this document will control unless specifically provided otherwise in the other document. *Authorized Representative* means the person(s) identified as your representative(s) on your application for this Account. *Bank Account* means any business bank account that you have designated on the Application or by written notice to us for electronic fund transfer (EFT), automated clearinghouse (ACH), or other electronic transfers of money to pay amounts due on your Account. *Billing Cycle* means the period of time for which transactions will be accepted and a Statement for the Account will be provided. *Card* or *Cards* means the card or cards issued to you. *Cardholder* means the person presenting the Card to a merchant. *Client* and *you* and *your* mean the business entity that applied for this Account. *Credit/Spend Limit* means the maximum amount of credit that we will extend to your Account. *Daily Amount* means the amount incurred for all transactions on a calendar day. *Due Date* means the date upon which your payment is due to us as stated next to the Amount Due/Total Amount Due on your Statement or as otherwise stated by FLEETCOR. *FLEETCOR* and *we* and *our* and *us* mean FLEETCOR Technologies Operating Company, LLC, a Louisiana limited liability company. *Statement* means the billing statement for the Account provided at the end of each Billing Cycle.
- Acceptance.** You accept this Agreement by signing where indicated below. We may change the terms of this Agreement, apart from those concerning fee amounts, new fees, and how fees apply, at any time by giving you written notice of such changes. You shall be deemed to have accepted such changes by continued use, after the effective date of the changes, of any Card issued to you on this Account.

COST & PAYMENT TERMS

- Rebate/Volume Discount.** Rebates, if applicable to you, are available only if your Account is open and is not in default of the payment terms provided in this Agreement. Aviation fuel, bulk fuel, and international fuel purchases as well as transactions at non-qualifying gasoline merchants are excluded from any rebate program.
- Billing.** Your Billing Cycle was agreed upon during the application and account setup process. You must notify us of a change in your address by contacting customer service by telephone or mail.
- Amount Due/Total Amount Due.** The total outstanding balance (the amount you owe us) appears as the “Amount Due” or “Total Amount Due” on your Statement.
 - Payments:** *This is not a revolving credit account. The Amount Due/Total Amount Due shown on each account statement is due and payable by the Due Date shown on the Statement.* The Amount Due/Total Amount Due includes current transactions, applicable service fees, amounts past due, late fees, and other applicable charges. Unpaid charges and fees become part of the principal obligation for subsequent billing periods. We can accept late or partial payments, as well as payments that reflect “paid in full” or other restrictive endorsements, without losing any of our rights under this Agreement.
 - Late Fee:** If the Amount Due/Total Amount Due is not received by the Due Date (i.e., a “Late Payment”), you agree to pay a Late Fee equal to the greater of \$75 or 8.99% of the New Balance.
 - New Balance:** The New Balance is the portion of the Amount Due/Total Amount Due that is not received by the Due Date plus any additional amounts owed as of the close of the next succeeding Billing Cycle. If, however, your Due Date falls after the beginning of the next succeeding Statement date, then the New Balance is the portion of the Amount Due/Total Amount Due that is not received by the Due Date.
 - Interest Charge for Late Payment:** If the Amount Due/Total Amount Due is not received by the Due Date (i.e., a “Late Payment”), you agree to pay an interest charge equal to 0.064% of Average Daily Balance times the number of days in your then-current Billing Cycle period; provided, however, that the interest charge shall not exceed the maximum rate or amount permitted by applicable law. The Average Daily Balance is the average amount owed on each day from the first day of a Billing Cycle period until the last day of the period.
- Payment Methods.** The following terms apply to each of the following payment methods.
 - Due Date / Payment Cut-Off Time.** If received by 11:59 p.m. ET on a business day (Monday through Friday of each week, excluding banking holidays), conforming check payments, client-initiated online payments, and pay-by-phone payments will be credited to your Account as of the date received, otherwise such payments will be credited to your Account the next business day.
 - Client Check.** You may submit payment by valid check. To be considered a conforming check payment, it must be recognized by

the lockbox facility as “conforming,” which requires the following criteria: a single check without check skirt; sent in the envelope provided by us; with the remittance coupon (from the lower portion of the Statement); one check per Account per Statement. Non-conforming check payments will be credited to your Account as of the next business day or the first day that we can identify the account to which the check belongs, but in any event no later than two (2) business days after receipt.

- 5.3 **Other Payment Methods.** You may submit payment via the online account management system, Pay-by-Phone, or, at your request, FLEETCOR-Initiated EFT/ACH Payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your Bank Account. You represent, warrant, and covenant that your Bank Account was established for business purposes and not for personal or household purposes. You agree to be bound by NACHA Operating Rules. For daily billed Clients, we will initiate a debit to your Bank Account to pay the Amount Due/Total Amount Due on the previous business day. We may also debit your Bank Account to pay the amount charged to the Account any time the balance of the Account reaches the Credit/Spend Limit. The exact time that your Bank Account will be debited may vary. To change your Bank Account, you must contact a customer service representative.
- 5.4 **Credit Balance.** We will return any credit over twenty-five dollars (\$25) that has been on the Account longer than three (3) months. We reserve the right to write-off credit balances equal to or less than twenty-five dollars (\$25) if they have been on the Account longer than three (3) months and may reduce the amount of any credit balance by the amount of new charges posted to the Account.

AGREEMENT & ACCOUNT/CARD USE TERMS

6 Your Agreement, Account, and Cards.

- 6.1 **This Agreement.** This Agreement supersedes all prior agreements and deviations from it are not valid unless confirmed in writing. If any provision of this Agreement is declared invalid, the remaining provisions will not be affected. Where possible, each provision of this Agreement will be interpreted so as to be valid. No delay or omission by either party to exercise any right under this Agreement will impair or waive any right. Except for payment obligations, neither party is liable for delays or failures in performance of any obligations under this Agreement due to a cause beyond its reasonable control. Nothing in this Agreement will create a joint venture, partnership, employment, or agency relationship between the parties. You will not assign, including by operation of law, this Agreement or any right or obligation under this Agreement without our prior written consent. We may assign this Agreement, and any and all rights and obligations associated with the Agreement, upon notice to you. **This Agreement was executed in Louisiana and is governed by the law of Louisiana, without regard to its conflict of laws principles.**
- 6.2 **Credit/Spend Limit.** You will not allow your unpaid balance to exceed your Credit/Spend Limit at any time. We may decide, at our own discretion, to (a) decline or approve any transactions made after you exceed the Credit/Spend Limit, (b) lock the Account until the balance due is paid in full, or (c) impose card velocity (e.g., transaction size) limits on the Account. In order to periodically re-evaluate the Account’s Credit/Spend Limit, you agree to allow us to obtain credit reports on you whenever we deem necessary.
- 6.3 **Your Responsibility.** You are unconditionally responsible for the payment and performance when due of all obligations owed on the Account. You agree to pay such amounts according to the terms of this Agreement. You are solely responsible for the use, maintenance, administration, and security of the Cards and any driver identification numbers, passwords, personal identification numbers, vehicle identification numbers, employee identification numbers, or other information necessary to access the Account or to use any Card issued on the Account, including, but not limited to, distributing Cards to, and collecting Cards from, your employees and agents. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active identification number will be considered to be authorized transactions in which you are fully responsible for payment. You shall be solely responsible for monitoring fleet management reports, transactions, statement balances, and receipts as well as reviewing and replying to any fraud alert notifications. Notwithstanding any other provision in this Agreement, you shall be responsible for any loss or misuse of Cards by your employees and agents or others who obtain possession or use of cards issued to you. You are responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law.
- 6.4 **Lost or Stolen Cards.** You shall report all lost or stolen Cards to us immediately via a phone call to customer service or via the online account management system identifying the Card number and such other details concerning the loss or theft of the Cards as are known by you. You understand that you are liable for: (a) all transactions made with lost or stolen Cards until twenty-four (24) hours after the time we receive your notice of such lost or stolen Cards; (b) any fraud or misuse of the Account or Cards by your employees, representatives, or agents; and (c) all unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. You agree that if at any time you have been issued ten (10) or more open Cards at your request, then you waive any and all limitations of liability for unauthorized use. This provision does not apply to misuse of Cards by Cardholders, for which you are always obligated. You agree to full liability for any losses resulting from any failure to report the loss or theft of Card(s).
- 6.5 **Preauthorized Charges.** If you default, if a Card is lost or stolen, or if we change your Account or account number for any reason, we may suspend automatic charges on the Account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.
- 6.6 **Non-Transferability; Revocability; Property.** All Cards and any and all rights and privileges to which its holders are entitled are not transferable and may be revoked for any reason, without prior notice to you and with no liability to us, at which time any credit extended hereunder shall be revoked and all sums owed by you to us shall be due and payable. All Cards remain our property and, upon our request or if a Card or Account is cancelled, shall be returned to us.
- 6.7 **Our Right to Suspend or Terminate.** We may suspend or terminate any Card, Account, or service provided to you at any time.
- 6.8 **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.

7 Contacts and Notices.

7.1 **Business Owner/Account Principal.** The “Business Owner(s)” and/or “Account Principal(s)” and/or “Fleet Contact(s)” listed on the Application are authorized to provide us with the information necessary to establish your Account records and Cards. We are authorized to send all Account information and your Cards to the Fleet Contact’s attention.

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

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

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

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

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

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

- (a) You are duly organized and in good standing under the laws of the state of your formation. You have the power and authority to carry on business as presently conducted and to perform your obligations under this Agreement.
- (b) The execution, delivery, and performance of this Agreement have been duly authorized by all necessary organizational action.
- (c) Your execution, delivery, and performance of this Agreement will not violate any applicable law, rule, or regulation or the charter, by-laws, or other organizational documents of such parties or any judgment, order, or ruling of any governmental authority.
- (d) The information furnished by you in your application, or otherwise, is true, correct, and complete in all material respects.
- (e) Cards issued to you will be used only by your employees and agents and will not be distributed or resold to other companies.
- (f) YOU WILL USE THE CARDS SOLELY FOR COMMERCIAL PURPOSES AND SHALL STRICTLY PROHIBIT ANY PERSONAL USE BY THE USERS OF YOUR CARDS.
- (g) YOUR BANK ACCOUNT WAS ESTABLISHED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

DEFAULT, LIMITATIONS, & DISPUTE TERMS

9 Default.

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

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

10 Limitations.

10.1 **Card Acceptance.** We, accepting merchants, and their card processors may restrict the maximum amount of any transaction, and may limit the number of transactions allowed on your Account in one day, one week, or one month. Additionally, if your Account is over the Credit/Spend Limit or delinquent, we may decline to authorize additional transactions. We will have no responsibility or liability for any merchant’s, person’s, or machine’s rejection of or refusal to honor a Card or accept a transaction on your Account. You agree there shall be no liability to us, or any other company or entity, if for any reason any merchant should fail to allow purchases, fail to authorize transaction(s), or fail to operate in any other manner.

10.2 **Card Purchasing Controls.** Cards may not be used for certain purchases, including unlawful purposes.

10.3 **WARRANTY DISCLAIMER.** FLEETCOR AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

10.4 **LIMITATION OF LIABILITY.** FLEETCOR AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-

APPEALABLE AWARD FINDS FLEETCOR LIABLE FOR ANY DIRECT DAMAGES, ANY LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO FLEETCOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

10.5 **Indemnification.** To the maximum extent allowed by law, you (the “Indemnitor”) will indemnify and hold harmless FLEETCOR and its affiliates, directors, officers, employees, agents, third-party service providers, and suppliers (the “Indemnitees”) from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively referred to as “Claims”), including attorneys’ fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with: (a) the Indemnitor’s (or its employees’ or agents’) negligence, willful misconduct, violation of any law or regulation, or breach of any representation, warranty, or other obligation under this Agreement; or (b) any personal injury (including death), damage to property, or environmental clean-up and related costs, resulting from the Indemnitor’s or its employees’ or agents’ acts or omissions. The Indemnitees will give prompt notice of any Claim to the Indemnitor, who will defend the Indemnitees at the Indemnitees’ request. We will have the right to, at your expense, assume the exclusive defense and control of any such claim, and you will not in any event settle any claim without our prior written consent.

11 **Dispute Resolution.**

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

OTHER TERMS

12 **Government Regulation.** You represent and covenant that you: (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you; and (b) shall provide to us, when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, 31 U.S.C. § 5318.

13 **Credit Reporting Agencies.** To periodically re-evaluate the Account’s creditworthiness, you agree to allow us to obtain credit reports on you and/or any “Account Principal(s)” listed on the Application whenever we deem necessary. You and any “Account Principal(s)” listed on the Application authorize us to report to any commercial credit reporting agency on your performance under this Agreement, including Dun & Bradstreet, Experian Business, or Equifax Credit Information Services. You have the right to notify the consumer reporting agencies not to use its respective credit report in connection with a credit transaction it did not initiate. To do so, contact Equifax Credit Information Services, P.O. Box 740123, Atlanta, GA 30374-0123; Experian, P.O. Box 919 Allen, TX 75013; and TransUnion, P.O. Box 97328, Jackson, MS 39288-7328; or you may notify all three agencies by calling 1-888-567-8688.

Please sign below to accept this Agreement.

For Client:

By: _____

Signature: _____

Date: _____

Reminder!

Please check the boxes in the Fee Summary Table at the top of this Agreement to certify your agreement to each listed fee.

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