

WEX[®] MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes WEX Inc. on its behalf and as settlement agent on behalf of its approved card issuers ("WEX") to check with credit reporting agencies, credit references, and other sources to confirm information given; 2) Merchant agrees to provide additional financial information to WEX upon request; 3) Merchant requests approval of this WEX Merchant Charge Card Agreement Application ("Application"); 4) Merchant agrees to the terms and conditions set forth in the WEX Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) If this application is for a general partnership or a proprietorship, WEX may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law; 6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, WEX may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

SECTION 1 - MERCHANT INFORMATION

Full Legal Company Name			Merchant's Taxpayer ID # (TIN, FEIN or SSN)		
Site Name (DBA or AKA) Please use location form for additional sites			Station Manager/Contact		
Physical Site Address for site directory (number and street)		City	State	Zip+4	
Site Phone	Site Fax	Highway Exit #	Nearest Highway		
Mailing Address if different than physical address (for settlement & Reporting)		City	State	Zip+4	
Corporate Contact (for settlement)		Phone	Fax		
Email address					

SECTION 2 - PROCESSING

Bank Card Processor					Phone
Credit Card Network (check one):					
<input type="checkbox"/> ADS	<input type="checkbox"/> Bank of America	<input type="checkbox"/> Buypass	<input type="checkbox"/> EFS	<input type="checkbox"/> First Data Corp	<input type="checkbox"/> GPI
<input type="checkbox"/> GPS	<input type="checkbox"/> LYNK	<input type="checkbox"/> MPS (Fifth Third)	<input type="checkbox"/> NBS	<input type="checkbox"/> NOVA	<input type="checkbox"/> Paymentech
Inside the site POS Equipment (example, Omni 3200, Tranz 380, etc.)			Terminal ID #		
At the dispenser POS Equipment (example, Omni 3200, Tranz 380, etc.)			Terminal ID #		

DO YOU SELL FUEL? Yes No **If you sell fuel, please complete section 4. If you do not sell fuel, please complete section 3.**

SECTION 3 - NON-PETROLEUM MERCHANTS

BRANDS (Check all that apply)					
<input type="checkbox"/> Aamco	<input type="checkbox"/> Chrysler	<input type="checkbox"/> GM	<input type="checkbox"/> Les Schwab	<input type="checkbox"/> Napa	<input type="checkbox"/> Quaker St/Pennzoil
<input type="checkbox"/> ACCC	<input type="checkbox"/> D-Triumph GL	<input type="checkbox"/> Goodyear	<input type="checkbox"/> Maaco	<input type="checkbox"/> Nissan	<input type="checkbox"/> Tire Centers, Inc.
<input type="checkbox"/> AC Delco	<input type="checkbox"/> Econolube	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Mazda	<input type="checkbox"/> Novus	<input type="checkbox"/> Toyota
<input type="checkbox"/> American Lubefast	<input type="checkbox"/> Firestone	<input type="checkbox"/> Harmon Glass	<input type="checkbox"/> Meineke	<input type="checkbox"/> Oil Changer	<input type="checkbox"/> Volvo
<input type="checkbox"/> BF Goodrich	<input type="checkbox"/> Ford	<input type="checkbox"/> Honda	<input type="checkbox"/> Midas	<input type="checkbox"/> Parts Plus	<input type="checkbox"/> Wash Depot
<input type="checkbox"/> Big O Tires	<input type="checkbox"/> Glass America	<input type="checkbox"/> Jiffy Lube	<input type="checkbox"/> Mitsubishi	<input type="checkbox"/> Pep Boys	<input type="checkbox"/> Winston Tire
BRAND PROGRAMS (Check one if applicable)				<input type="checkbox"/> Precision Tune	<input type="checkbox"/> Other
<input type="checkbox"/> ACCC	<input type="checkbox"/> GE Dealer Direct	<input type="checkbox"/> Jiffy Lube	Dealer/Location Code (if applicable): <input style="width: 150px;" type="text"/>		
<input type="checkbox"/> Dodge Business Link	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Parts Plus			
PRIMARY SERVICE (Check one)					
<input type="checkbox"/> Auto Body	<input type="checkbox"/> Dealership	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Parts	<input type="checkbox"/> Tires	
<input type="checkbox"/> Car Wash	<input type="checkbox"/> Glass	<input type="checkbox"/> Oil Change/Lube	<input type="checkbox"/> Road Service		

SECTION 4 - FUEL MERCHANT ONLY SITE INFORMATION

Please check all features and fuel types that apply to your station:

<input type="checkbox"/> Fuel available 24 hours	<input type="checkbox"/> Pin Pad	<input type="checkbox"/> Alcohol	<input type="checkbox"/> Unleaded Plus	<input type="checkbox"/> CNG
<input type="checkbox"/> Car Wash	<input type="checkbox"/> CRINDs (Pay-at-the-pump)	<input type="checkbox"/> Unleaded	<input type="checkbox"/> Diesel	<input type="checkbox"/> LPG
<input type="checkbox"/> Service Bays	<input type="checkbox"/> Tractor Trailer Accessible	<input type="checkbox"/> Premium	<input type="checkbox"/> Methanol	

WEX BANKING AUTHORIZATION FORM

Merchant hereby authorizes and requests WEX to make payments of amounts owing to Merchant by WEX by initiating credit entries to Merchant's demand deposit account at the Bank indicated below ("Merchant's Bank"), and authorizes and requests Merchant's Bank to accept any credit entries initiated by WEX to such account without responsibility for the correctness thereof. In the event of an overpayment or payment in error, Merchant hereby authorizes WEX to initiate a debit entry to the account for each overpayment or payment in error. It is understood that for purposes of this Agreement, the term "Merchant's Bank" shall mean and include the bank identified below by Merchant and any successor bank identified to WEX (i) in a Notice of Change provided to WEX by any Automated Clearing House Association processing credit or debit transactions under this Agreement, or (ii) by Merchant, whether orally or by other non-written means. Any such notification to WEX shall be effective only with respect to entries credited to Merchant's account by the Bank after receipt of such notification and a reasonable time to act upon such notice. Merchant agrees and acknowledges that WEX will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

SECTION 1 - BANK ACCOUNT INFORMATION

Bank Name and Address	ABA Routing Number
Account Name	Account Number

IMPORTANT: PLEASE ATTACH A VOIDED CHECK
 We must receive a voided check (or photocopy if faxing) in order to process application.

SECTION 2 - CORPORATE INFORMATION

Legal Name	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	
	<input type="checkbox"/> PC or PA	<input type="checkbox"/> LLC	
Mailing Address	City	State	Zip + 4
Contact	Taxpayer ID#		

**IMPORTANT: PLEASE ATTACH A COMPLETED W-9 AND
 IF YOU HAVE INCOME GENERATED FROM CALIFORNIA SOURCES,
 YOU ARE REQUIRED TO COMPLETE AND RETURN FORM 590**
 We must receive a completed W-9 and Form 590 in order to process application.

SECTION 3 - SETTLEMENT

Please refer to the WEX Merchant Charge Card Agreement which accompanied this application for your Terms and Conditions. It describes the WEX Interchange Fee and Payment Terms.

AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to WEX that all of the terms and conditions of this WEX Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the WEX Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between WEX and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon WEX's acceptance of the Agreement and the Application following approval, and the assignment to Merchant of a merchant processing identification number. The Merchant further affirms that they are establishing a credit card processing relationship with the processor indicated on the attached WEX merchant application. Once we begin processing credit cards through this processor, our company does not intend to process any transactions through a processing agreement with a branded petroleum marketer.

Signature X	Printed Name
Title	Date

FOR WEX INTERNAL USE ONLY

Processed By	Date Processed
Settlement Entity	Site ID#

WEX MERCHANT CHARGE CARD ACCEPTANCE AGREEMENT

The merchant ("MERCHANT") identified in the WEX Charge Card Acceptance Application ("Application") understands that WEX Inc. operates commercial fleet charge card programs through its approved card issuers which include but is not limited to its wholly owned subsidiary, WEX Bank. These programs allow cardholders to purchase motor fuels and or vehicle-related products and services. MERCHANT wishes to participate in the Program by accepting such charge cards at its Distribution Sites. MERCHANT and WEX agree as follows, subject to approval of the Application by WEX.

1.1 DEFINITIONS

- A. "Card" or "Cards" shall mean the charge cards or other approved account access devices issued or serviced by either WEX CORP or WEX FSC bearing the trademarks of WEX CORP. Notwithstanding the foregoing, Card or Card(s) shall not include any charge card also bearing the MasterCard trademark
- B. "Card Sale" shall mean any transaction involving the use of any Card at a Distribution Site.
- C. "Confidential Information" shall include, without limitation, software, processes, trade secrets, financial information, customer lists, inventions, technical data, developments, pricing, drawings, business plans, schedules, test marketing data, marketing plans of either party which shall be proprietary and confidential.
- D. "Distribution Sites" means the company owned or operated locations and any independently owned distributor, dealer or franchisee sites subject to the terms of this Agreement.
- E. "Products" for the purposes of this Agreement, shall include motor fuel, motor oil, repairs, tires and other merchandise, excluding cash equivalent transactions, gift cards, pre-paid cards, lottery or other games of chance.
- F. "Chargeback" means that a posted sale has been disputed and the amount of such sale will be deducted from the pending settlement to the merchant in accordance with the provisions contained in the Card Sale Procedures.

1.2 HONORING CARDS

- A. MERCHANT shall in full compliance with this Agreement honor at its Distribution Sites in the United States, any Card properly presented for the purchase of Products based upon the authorization process of WEX.
- B. Each Card Sale shall be deemed to create a sales draft issued by the Cardholder and instructing the card issuer to pay MERCHANT. WEX shall honor such sales drafts issued in conformity with the terms and conditions set forth herein.
- C. This Agreement shall not apply to any Distribution Sites where the location is able to accept the card or currently accepts the Card through an agreement with the chain or brand that MERCHANT operates its Distribution Sites under.

2.1 CARD SALES

- A. MERCHANT agrees to comply with the WEX Card Sale Procedures, attached and incorporated herein as Exhibit A, and any related technical specifications regarding card acceptance provided by WEX. The current technical specification is the ISO 8583, version 2.02, dated September 2008 which provides requirements for both the point of sale equipment and the next work host ("WEX Technical Specification"). WEX reserves the right to amend, modify or supplement the WEX Technical Specification, provided that thirty (30) days written notice of any such change is provided to MERCHANT. MERCHANT agrees to adopt any such amendments or changes to the WEX Technical Specifications based upon a mutually agreed upon timeframe so that MERCHANT remains on the most up-to-date specification as required by WEX.
- B. MERCHANT is responsible for card acceptance at all of its Distribution Sites subject to this Agreement and as such, will enter into agreements with its independently owned Distribution Sites to enable them to accept the Card in a manner consistent with this Agreement. MERCHANT will use commercially reasonable efforts to cause its independently owned Distribution Sites to comply with the terms herein.
 - i. MERCHANT shall be responsible for distributing payments for Card Sales to its Distribution Sites. WEX shall remit one payment to MERCHANT for all Card Sales under this Agreement as well as providing MERCHANT with its standard reporting through a daily settlement file so that MERCHANT may allocate payments as appropriate to its Distribution Sites.
- C. WEX reserves the right to terminate acceptance at a Distribution Site if such Distribution Site does not remain compliant with the terms of this Agreement or if in WEX's sole discretion, continued acceptance at the Distribution Site poses financial or reputational risk to WEX.

2.2 FEES

- A. MERCHANT shall pay to WEX certain fees ("WEX Fees") as follows:
 - i. Interchange Fee: **3.5% of the total Card Sale**. The amount transferred by WEX shall be equal to the face amount of each Card Sale as reflected on the Card Sale receipt or the sales file transmitted to WEX based on the following formula: **(Total Card Sale - Discounts provided by Merchant) - WEX Fees = Amount to MERCHANT** Any discounts or rebates offered to WEX Customers shall be provided to WEX in advance, in writing. The Interchange Fee does not include any network transaction fees incurred by Merchant.
 - ii. Manual Transaction Fee shall be **\$0.20** per Card Sale, where such

manual transaction is not due to an equipment or communications failure by WEX.

- iii. Phone Authorization Fee shall be **\$0.30** per authorization, when such authorization is not made electronically, and is not the result of an equipment or communications failure by WEX.
 - iv. A Research Fee of **\$25.00/hr.** per employee for any research services requested by MERCHANT, which may include, research for archived transactions or reports. WEX shall provide MERCHANT with an estimate of the amount of such fee and obtain MERCHANT's approval prior to undertaking any work.
 - v. Bank Transfer Charge of **\$4.95 per settlement payment** shall apply.
- B. Except for the interchange fee noted above, WEX reserves the right to change these fees upon thirty (30) days' notice to Merchant.
 - C. Merchant shall not surcharge or impose additional fees upon cardholders who present the Card for payment under the terms of this Agreement that it does not also charge to other cardholders who present a credit or charge card as the method of payment.

2.3 MISCELLANEOUS MERCHANT RESPONSIBILITIES

- A. While WEX provides MERCHANT with a variety of reports for the Card Sales that WEX processes and provides payment. MERCHANT agrees that it shall still maintain its own records of the Card Sales.
- B. WEX shall not be responsible for collecting, paying or reporting taxes, fees or other charges related to purchases made using Cards such as but not limited to sales and use taxes that are incurred by MERCHANT. This section does not apply to the obligations of the parties as more fully described in Article V, Tax Reporting Service for Fuel Transactions.
- C. MERCHANT shall review any reports provided by WEX regarding the Card Sales promptly upon receipt and shall notify WEX within **sixty (60) days** of the date of the report as to any mistakes contained therein. Failure to do so shall be deemed MERCHANT's acceptance of the report as complete and satisfactory performance of WEX under this Agreement.
- D. MERCHANT is responsible for the correction of all Card Sales that have been identified with errors and will not be processed by WEX within **one hundred and twenty (120) days** from the reported error processing date. MERCHANT can elect in writing to have WEX correct the errors on MERCHANT's behalf based upon information provided by MERCHANT. Such services will be performed at WEX's then prevailing rate.
- E. MERCHANT shall provide WEX with a list of its locations, which shall be updated as necessary and prior to transmitting Card Sale data from a specific location.

3.1 PAYMENT FOR CARD SALES BY WEX

- A. WEX shall pay MERCHANT for each Card Sale processed by WEX less any WEX Interchange Fee. Payment shall be made by WEX by an electronic funds transfer to a bank account or a third party designee named by MERCHANT as follows:

For FUEL MERCHANTS: no later than **thirty (30) calendar days**;
For SERVICE MERCHANTS: no later than **three (3) calendar days**

following the day on which the Card Sale is processed by WEX. If the payment date is a Saturday, Sunday or legal holiday, payment will be made on the next business day.

- B. Any Card Sale data received by WEX from MERCHANT before 5:00 p.m. (Eastern Standard Time) shall be treated as having been received on the next business day. WEX may periodically offset or deduct from MERCHANT's payments hereunder any amounts due to WEX from MERCHANT pursuant to this Agreement.
- C. Any amounts due to MERCHANT from WEX as a result of the submission of a sales draft may be paid, at MERCHANT'S option, to MERCHANT'S network provider or other designee, based on the banking information that is provided to WEX. WEX'S payment to MERCHANT'S network provider constitutes payment in full to MERCHANT.
- D. As settlement agent and servicer for its approved card issuers, including but not limited to the WEX affiliates, WEX Bank and WEX Canada, Ltd., WEX shall make all payments to MERCHANT on behalf of such approved card issuers. WEX, as each approved card issuer's servicer, shall be responsible for all of such card issuer's communications with MERCHANT. An approved card issuer is an entity that has entered into an agreement with WEX to issue WEX-branded cards and is the party that has a direct credit or prepaid card relationship with the fleet customer or Cardholder. WEX shall not have any rights, duties, or liabilities as principal hereunder for Cards not issued by WEX, but rather issued by an approved card issuer. WEX acts solely as settlement agent and servicer with respect to such Cards issued by an approved card issuer.

3.2 REPORTS

- A. WEX shall provide MERCHANT or its designee, its standard reporting for Card Sales and the amounts paid to MERCHANT through its standard daily settlement reports which may include, but not be limited to information related to the gross Card Sales, net Card Sales and amounts due to MERCHANT.
- B. WEX shall use best efforts to provide accurate and complete reports, based upon the data transmitted to WEX by MERCHANT. In the event that incorrect data was provided resulting in a correction to payment, WEX will adjust any payments to MERCHANT as required based upon the receipt of corrected data from the MERCHANT provided that such correction is requested in accordance with Section 2.3.C or 2.3.D.
- C. In the event that MERCHANT requests a custom report or custom file layout, such reports may be created by mutual agreement of the parties. Additional fees may be charged to MERCHANT for the creation and maintenance of custom reporting files and will be charged only upon the agreement of the parties.

4.1 REPRESENTATIONS AND WARRANTIES

- A. The parties each hereby represent and warrant:
 - i. They are duly organized, validly existing and in good standing under the laws of their state of their organization and have all governmental approvals, licenses, filings or permits necessary to conduct their business and enter into and perform this Agreement;
 - ii. The Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.
- B. In addition, MERCHANT represents and warrants as to each Card Sale reported to WEX:
 - i. it represents a bona fide Card Sale of Products sold and delivered in the ordinary course of business for the total sales price reported by MERCHANT to WEX;
 - ii. MERCHANT shall have performed all of its obligations to the cardholder in connection with the Card Sale;
 - iii. it involves no other Card Sale than the one described therein;
 - iv. each Product had quality and grade as represented by MERCHANT;
 - v. (for in-store Card Sales only) MERCHANT shall have taken all commercially reasonable steps to validate the signature of the cardholder; and,
 - vi. all electronically or telephonically or hardware generated invoices, receipts, records or memoranda of sales shall in fact be genuine and not forged or unauthorized.
- C. WEX hereby disclaims any and all warranties, express or implied, concerning card processing services covered by this Agreement, including all warranties of merchantability and fitness for a particular purpose.

4.2 LIABILITIES

- A. The parties shall be liable to the other for actual damages resulting from a breach of this Agreement whether due to the performance or failure to perform by a party.
- B. Notwithstanding the foregoing, the parties shall not be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits even if the parties have knowledge of the possibility of such damages.

5.1 CREDIT CARD ISSUER EXEMPTIONS (FEDERAL EXCISE TAX AND SOME STATES)

- A. WEX provides net billing of the federal excise taxes on gasoline and diesel fuel in accordance with the Safe, Accountable, Flexible, and Efficient Transportation Equity Act of 2005 as well as net billing for certain motor fuel taxes for those states that have adopted similar rules which allow the credit card issuer to facilitate exemptions to qualified tax exempt fleets.
- B. MERCHANT shall be paid for Card Sales with the applicable taxes included and shall pay its Distribution Sites with applicable taxes included when WEX is facilitating the exemption.
- C. WEX will obtain from each Exempt Fleet copies of relevant tax exemption documentation necessary for the Exempt Fleet to demonstrate its tax-exempt status.

6.1 TERM

- A. Initial Term: This Agreement shall commence upon the execution hereof, and unless sooner terminated pursuant to the provisions of Section 6.2 hereof, shall remain in effect for **sixty (60) months**.
- B. Renewal Term: This Agreement shall automatically renew for additional **twenty-four (24) month** terms immediately upon expiration of the term then in effect.

6.2 TERMINATION

- A. Any party may terminate this Agreement upon the occurrence of any of the following:
 - i. Provide the other parties written notice of termination by certified or registered mail at least **six (6) months** prior to termination of the term in effect;
 - ii. the failure of a party to comply with any of the covenants or the terms, conditions, agreements and limitations set forth in this Agreement, and such failure continues for more than thirty (30) days following written notice from the other party(s) and corrective action is not undertaken and diligently pursued or, if the nature of such failure is such that it cannot reasonably be cured

in 30 days;

- iii. any representation or warranty made in connection with this Agreement shall prove to be false or misleading in any material respect and is not cured after thirty (30) days written notice, which may include MERCHANT's compliance with its chargeback obligations as defined in the Card Sale Procedures;
 - iv. the making of an assignment for the benefit of creditors or the institution of any bankruptcy or insolvency proceeding by a party or the institution by a third party of any bankruptcy proceeding against a party hereto which is not dismissed within sixty (60) days; or,
 - v. the dissolution or termination of operations of a party other than in connection with a merger or sale of substantially all of such party's assets;
 - vi. a party's failure to comply with all applicable legal and regulatory requirements, whether federal or state; or
 - vii. a party's intentional misrepresentation or fraud in relation to its performance under this Agreement.
- B. Upon termination, MERCHANT shall:
 - i. cease entering into Card Sales using the Card or Cards with respect to which this Agreement is terminated;
 - ii. cease promoting Card Sales or acceptance of Cards including removing all decals or signage indicating acceptance from the Distribution Sites, and;
 - iii. return any unused materials or supplies issued by WEX with respect to any Card.
 - C. Termination shall not affect any party's respective rights, duties or obligations hereunder with respect to pre-termination Card transactions.

7.1 ENTIRE AGREEMENT/ASSIGNMENT

- A. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby. This Agreement may be altered or amended by a signed written agreement of the parties.
- B. This Agreement is effective only upon execution by all of the parties shall be binding upon the parties, their successors and assigns. This Agreement may not be assigned without the prior written approval of the other parties, which approval shall not be unreasonably withheld. A party may assign this Agreement without the other party's consent if (i) the assignee has the ability to perform the obligations of the assignor(s) hereunder and expressly assumes such obligations, and (ii) such assignment is in connection with a merger or sale of substantially all of the assets of the assignor, or (iii) such assignment is to an affiliate of assignor and (iv) the assignee is not a competitor of the non-assigning party.
- C. As part of any assignment, change in ownership, change in organizational structure (i.e. change from sole proprietor to partnership) or change in control, MERCHANT shall provide WEX with an updated W-9 validating their proper legal name change and tax identification number.

7.2 SEVERABILITY AND WAIVERS OF PROVISIONS

- The fact that any provision of this Agreement may prove to be invalid or unenforceable under any law, rule or regulation of any governmental agency, shall not affect the validity or enforceability of any other provisions of this Agreement. The waiver of any term, condition or right under this Agreement by any party shall not waive any other term, condition or right, or the same term, condition or right on any other occasion.

7.3 FORCE MAJEURE

- The parties shall not be liable for failure to timely perform obligations hereunder if such performance is interrupted or delayed by reason of floods, fires, earthquakes, strikes, civil commotions, acts of war or other extraordinary or unexpected manifestations of physical occurrences which cannot be prevented by the exercise of reasonable diligence or ordinary care.

7.4 CONFIDENTIALITY AND DATA SECURITY

- A. The parties agree that it is in their mutual best interest to maintain the confidentiality of the provisions of this Agreement and accordingly, agree that they will not, without the written consent of the other, intentionally disclose the terms hereof, including without limitation, the price terms (unless required by court order or other governmental authority) and that all such terms shall be held in confidence and revealed only to employees, agents, lenders or other persons having a need to know such terms in the course of such person's employment or business relationship with such party.
- B. The parties further agree that any obligations to protect Confidential Information is set forth herein shall survive termination of this Agreement for a period of three years, except that as to any Confidential Information designated in writing by the disclosing party to be a "trade secret", such obligations shall continue indefinitely unless otherwise agreed in writing by the disclosing party.
- C. All data collected by WEX from processing transactions shall remain the exclusive property of WEX. WEX may also use and disclose statistics and data generated by WEX as a result of processing transactions at MERCHANT's Distribution Sites.

- D. The parties each agree to establish security procedures in order to safeguard Card Sale data and cardholder information. Such procedures shall be compliant with all applicable data security laws and regulations. In the event of a breach or compromise of a party's systems resulting in a loss or theft of information (including cardholder information), or if such a breach or compromise is suspected, the impacted party shall immediately notify the other parties to this Agreement.

7.5 LICENSING OF TRADEMARKS OR SERVICE MARKS

- A. Both parties own certain trademarks and service marks ("Marks"), which may be used by each other on marketing materials used in connection with the acceptance of Cards and in WEX's standard marketing presentations identifying MERCHANT as a WEX accepting merchant ("Program Materials"). The party granting the license in the use of their Marks to the other party is referred to as the "Licensor". The party receiving the benefits of the license in the other party's Marks is referred to as the "Licensee".
- B. Licensor hereby grants to Licensee, a limited non-exclusive, royalty free and non-transferable license to use certain trademarks and service marks of Licensor for the purpose of affixing such Marks to the any program materials to be developed for the Licensee in accordance with the terms of this Agreement.
- C. Licensee shall not in any manner represent that it has any ownership in the Licensor's Marks or any registrations thereof. Licensee acknowledges that use of the Marks shall not create in Licensee's favor any right (other than the limited rights of use granted pursuant to this license), title or interest in, or to, the Marks and that use of the Marks by the Licensee inures to the benefit of the Licensee only to the extent of the limited rights and interests set forth in this Agreement, otherwise use of the Marks by Licensee inures to the benefit of the Licensor.

7.6 GOVERNING LAW

This Agreement shall be governed and construed by the internal laws of the State of Utah (without reference to choice of law rules).

7.7 AUDIT/FINANCIAL STATEMENTS

- A. Each party, at its sole expense, shall have the right to audit the book and records of the other party relating to performance of this Agreement. All audits shall be conducted in accordance with professional auditing standards and during normal business hours and the requesting party shall provide at least fifteen (15) days advance notice of their intent to audit. The audited party shall fully cooperate with the auditing party to accomplish the audit as expeditiously as possible. Any audit shall be limited in scope to no more than twelve (12) months prior to the date of the actual audit.
- B. MERCHANT agrees, if requested by WEX, to furnish WEX with financial information related to its business operations. In addition, WEX may undertake any such credit reviews as necessary to verify the financial condition of MERCHANT. If requested, financial statements shall include an income statement and statement of cash flows for the applicable fiscal year and a balance sheet, footnotes to the financial statements and auditor's opinion letter, if applicable prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of MERCHANT.

7.8 OTHER AGREEMENTS

MERCHANT hereby consents to WEX granting to their principal financing source(s) a security interest in and collateral assignment of this Agreement and acknowledges that, upon the occurrence of an event of default, in connection with the present or future financing arrangements between WEX and the financing source shall have all of the rights of WEX.

EXHIBIT A WEX CARD SALE PROCEDURES

1.1 METHOD OF TRANSMISSION OF CARD SALES TO WEX

A. MERCHANT shall have the necessary equipment to permit the electronic acceptance of the Card at its Distribution Sites including but not limited to their point of sale equipment and networking services.

B. MERCHANT shall collect and transmit the Card Sale data in accordance with the WEX Technical Specification. Merchant shall obtain from WEX the necessary acceptance certification for its network and equipment that will be used for processing sales transaction.

1.2 MANUAL CARD SALE PROCEDURES

A. If MERCHANT is unable to obtain an authorization for a Card Sale due to the communication facilities for WEX are not operable, MERCHANT must capture the sales transaction through the use of a suitable imprinter to legibly imprint the Cards on the sales slip and requiring the cardholder to sign the sales receipt ("Manual Card Sale").

B. MERCHANT shall obtain all information required in Section 1.3.A below. MERCHANT shall take all commercially reasonable efforts to protect Manual Card Sale data from fraud or misuse.

C. MERCHANT shall not submit paper Manual Card Sales directly to WEX for processing unless prior approval is first obtained. In the event that WEX has agreed to accept such Manual Card Sales, WEX reserves the right to assess the Manual Transaction Fee set forth in Exhibit B.

D. In the event that MERCHANT allows a Manual Card Sale without first obtaining an authorization from WEX, the Merchant may still accept the Card for payment, however shall contact WEX as soon as communication with the WEX authorization facilities can be re-established.

E. When submitting a Manual Card Sale for processing, MERCHANT shall include the authorization or other approval code it received from WEX when submitting the completed Card Sale to WEX for processing.

F. WEX limits its liability for Manual Card Sales made in accordance with Section D above to **\$50.00** per transaction and **\$500** per day per Distribution Site. WEX reserves the right to change these limits from time to time. Manual Card Sales that exceed these limits shall be at the credit risk of MERCHANT.

1.3 MINIMUM CARD SALE PROCESSING REQUIREMENTS

A. Card Sale data sent to WEX shall include: account number, vehicle number, driver identification number, sales date, sales time, site identification number, authorization number, product code(s), quantity, total sales amount (in dollars), odometer, ticket number and any other information as WEX and MERCHANT may mutually agree upon.

B. All Card Sales require an authorization or approval from WEX. MERCHANT shall request such authorization from WEX for the total Card Sale amount prior to sending the Card Sale to WEX for processing.

C. WEX does not provide pre-authorizations, nor does it place available credit on "hold". If MERCHANT calls prior to completion of the services being provided to the cardholder, MERCHANT still needs to obtain an authorization number upon completion of the services or Card Sale to obtain payment from WEX.

D. An authorization or other approval code is not a guarantee that MERCHANT will receive payment. WEX does not provide payment to merchants based upon receipt of information during the authorization process. MERCHANT is still required to submit the completed Card Sale, including the authorization or other approval code, to WEX. Obtaining an authorization without submitting the completed Card Sale to WEX may result in non-payment by WEX for such Card Sale.

E. MERCHANT shall not accept payment through use of an expired Card or when advised upon authorization inquiry, that the Card is not to be honored.

F. MERCHANT shall never make a Card Sale when MERCHANT believes or has reason to believe that the Card may be counterfeit or stolen or the Card Sale is in any way fraudulent or otherwise suspicious.

G. Merchant shall maintain a record of all information required in Section 1.3.A above.

H. Upon request, MERCHANT shall provide the cardholder with a copy of the transaction receipt documenting the Card Sale. Such receipt shall not include the full account number or driver identification number printed on the receipt.

I. If the Card Sale is not an island card reader transaction ("pay-at-the-pump"), MERCHANT shall require the cardholder to sign the transaction receipt unless the total for the Card Sale is less than \$25.

J. Any Card Sale data received by WEX from MERCHANT by 5:00 p.m. Eastern Time ("ET") shall be treated as having been received on the next business day.

K. MERCHANT shall not divide the price of goods and services purchased in a single transaction among two (2) or more transaction receipts for billing to WEX.

L. Merchant must not submit Card Sales until Products are delivered.

M. A Card must be present at the time of purchase. In the event that MERCHANT processes a Card Sale when the Card is not presented, MERCHANT bears the risk of the sale being charged back.

N. MERCHANT shall maintain a record of the Card Sale, including all sales data required for a period of **one (1) year**. Upon the reasonable request of WEX, such

records shall be provided to WEX within **thirty (30) calendar days** of WEX's request. Failure to provide the requested record will result in a charge back of the Card Sale to MERCHANT.

1.4 DATA INPUT AND TRANSMISSION

A. Merchant is responsible for the data entry of Card Sale information by its personnel, or representatives. All data shall meet the WEX Technical Specification and shall be in good and usable condition.

B. If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what MERCHANT transmitted, WEX may advise MERCHANT of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to MERCHANT, withhold payment for such Card Sales until the record is retransmitted or MERCHANT provides other appropriate confirmation.

C. If MERCHANT has not provided WEX with required information or that WEX needs to interpret, verify, or validate a Card Sale, WEX may, withhold payment for such Card Sale until MERCHANT sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with MERCHANT to reflect the receipt or correction of any such Card Sale information. WEX shall provide notice to MERCHANT of any Card Sales that it is not able to process due to errors or missing information through its daily settlement reports.

D. MERCHANT shall submit all Card Sales to WEX for processing within **thirty (30) days** of the transaction date. WEX may accept transactions up to **one hundred and twenty (120) days** from the date of the transaction for processing and billing to the fleet, however, reserves the right to chargeback any such transaction that is disputed by a fleet customer.

E. MERCHANT authorizes WEX to refer to a default price per gallon table, which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is updated from time to time by WEX based upon market conditions. The table is based upon average price per gallon data collected from all merchants who accept WEX Cards.

F. MERCHANT authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the MERCHANT at the time the use of the charge card was authorized. If sufficient information is not available in the authorization log to correct any errors in the transaction file received by WEX from MERCHANT, then these transactions will be returned back to MERCHANT for correction.

G. Use of the defaults in Section 1.4.E and 1.4.F above does not affect the total transaction value submitted for settlement and is only used to facilitate reporting to fleet customers. It does not relieve MERCHANT of its requirements to provide accurate and complete data as set forth in 1.3.A for Card Sales.

1.5 CHARGEBACKS

A. Chargebacks shall be made for Card Sales that are disputed and (i) the required authorization was not obtained, (ii) were for unauthorized Products, (iii) were fraudulently made by an employee of MERCHANT or (iv) the WEX Card Sale Procedures were not followed. MERCHANT shall remain liable for all outstanding Chargebacks.

B. Any obligation to pay a Chargeback pursuant to this Agreement shall be unconditional and shall be waived, released or affected by any settlement, extension, compromise of forbearance or other agreement made or granted by WEX with or to any cardholder or obligor. Failure to issue a Chargeback with knowledge of a breach of warranty or other defect shall not be deemed a waiver of any of WEX's rights with respect to such a Card Sale. WEX will expend normal business efforts to remedy against cardholders and shall not be required to exhaust its remedies against cardholders or others as a condition precedent to requiring performance by MERCHANT of their obligations hereunder.

WEX FULL ACQUIRING ADDENDUM (NEW AND EXISTING MERCHANTS)

Internal North Merchant Number: _____

Sales Channel: _____

Sales Rep. Name: _____

Sales Rep. Phone Number: _____

Sales Rep. Email Address: _____

1. Client's Business Information:

Client's Business Legal Name: _____

DBA Name: _____

First/Last Contact Name: _____ Title: _____

Your Business Phone: _____ Your Business Fax: _____

Your Business Email Address: _____

WEX Annual Sales Volume \$ _____

2. WEX Full Acquiring Fees

WEX Authorization Fee (0D4)	\$ _____
WEX Sales Discount (840)	_____ %
WEX Refund Discount (841)	_____ %
WEX Chargeback Discount (842)	_____ %
WEX Chargeback Reversal Discount (843)	_____ %
WEX Chargeback Fee (29H)	\$ <u>25.00</u>
WEX Retrieval Fee (29I)	\$ _____

Merchants participating in the WEX Full Acquiring program shall comply with the following terms:

- (a) Provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services;
- (b) All authorization request data for WEX Card sales must include WEX cardholder account number, vehicle number, card expiration date, driver identification number; and the amount of the transaction, date and time of the transaction, quantity of goods sold, unit price, and product code (the "Authorization Request Data"). All manual WEX Card sales (i.e., sales facilitated by a card imprinter) must include an authorization number or other approval code from WEX along with the aforementioned Authorization Request Data;

WEX FULL ACQUIRING ADDENDUM (NEW AND EXISTING MERCHANTS)

- (c) Not to submit a WEX Card sale for processing when a WEX Card is not presented at the time of the WEX Card sale;
- (d) Complete a WEX Card sale only upon the receipt of an authorization approval message and not accept a WEX Card when an expired card/decline message is received;
- (e) Not to submit a WEX Card sale for processing until the goods have been delivered or services performed;
- (f) Not to accept a WEX Card where the WEX Card appears to be invalid or expired or there is reasonable belief that the WEX Card is counterfeit or stolen;
- (g) Provide a copy of the receipt for a WEX Card sales, upon the request of the cardholder, to the extent permitted by applicable law, which shall not include the full account number or driver identification number;
- (h) Require the cardholder to sign a receipt when a WEX Card sale is not completed by an island card reader;
- (i) Take all commercially reasonable efforts to protect manual WEX Card sales data from fraud or misuse;
- (j) Not divide the price of goods and services purchased in a single WEX Card sale among two or more sales receipts or permit a WEX Card sale when only partial payment is made by use of the WEX Card and the balance is made with another bank card;
- (k) Maintain a record of all WEX Card sales, including the Authorization Request Data, for a period of one year and produce such records upon the reasonable request of WEX;
- (l) Notify Bank of any errors contained within a Settlement Report within forty-five (45) days of receipt of such report. Processor will not accept reprocessing requests for WEX transactions older than 90 days.
- (m) Allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Acquiring Services; and
- (n) Retransmit WEX Card sales data when reasonably requested to do so.
- (o) Merchant acknowledges and agrees that its sole remedies with respect to the WEX Full Acquiring services shall be against Bank for the WEX Full Acquiring Services and not WEX, except to the extent that WEX knows of any fraud related to the WEX Cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

The terms of this WEX Full Acquiring Addendum (the "Addendum") shall serve to supplement the terms of your Merchant Processing Application and Agreement (the "Agreement"). By signing below, you acknowledge that you have read, understand and agree to comply with the terms set forth in this Addendum. Except as expressly set forth herein, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

**Client's Business Principal:
Signature (please sign below):**

X _____ **Title:** _____ **Date:** _____

The party signing this Addendum must be the same party signing the Merchant Processing Application and Agreement.

Print Name of Signer: _____

Certification of Beneficial Ownership

I. GENERAL INSTRUCTIONS

What is this form?

Federal regulations now require **all banks** to verify the ownership of certain business types when they open a new account.

You will be asked to identify any beneficial owners of this business, plus one person with significant managing control. The required information includes Name, Address, Date of Birth, and Social Security Number (or Passport Number, in the case of foreign persons). The Bank may also ask to see a copy of a driver's license or other identifying document for each person listed on this form.

To learn more about this requirement: Visit wexinc.com/beneficial-ownership

To submit this information: Email this file to merchantapplications@wexinc.com or fax the completed form to 877-824-2717.

II. ACCOUNT OPEN INFORMATION

The person opening an account on behalf of this business must provide the following information:

Name of Person Opening Account

Title

Business Name

Physical Address of Business (No P.O. Boxes)

Legal Structure

If your legal structure is exempt (see list on right), check "Exempt" below and skip Sections III, IV and V.

Exempt

III. BENEFICIAL OWNERS

Identify **up to four** beneficial owners of this business, or individuals (if any) who own 25 percent or more of the equity interests. **If no individuals meet this definition, check "Beneficial Owner Not Applicable" below and skip this section.**

Beneficial Owner Not Applicable

All fields are required for each beneficial owner, except as noted below:

- **For persons with a Social Security Number (SSN):** Provide the SSN and leave Passport/Other Government ID # and Issuing Country blank.
- **For foreign persons without a SSN:** Leave SSN blank and provide a Passport Number (or Other Government ID #) and the Issuing Country.

Which businesses have to provide this information?

Required

The following legal entities must provide the requested information:

- Corporations
- Limited Liability Companies
- Partnerships
- Any other similar business entities formed in the United States or a foreign country.

Exempt

The following legal entities are exempt from this requirement:

- Non-Statutory Trust
- Bank/Bank Holding Co/Credit Union
- Federal/State/Local Government Agency or Authority
- Public Company and Majority Owned Affiliate
- Investment Company/Adviser
- Public Accounting Firm
- Insurance Company
- Non-Profits (Must identify a person with control. See Section IV)

NOTE: The following do not meet the definition of legal entity, and are not required to submit this form:

- *Natural Person*
- *Sole Proprietorship*
- *Unincorporated Association*

The info provided on this form is for validation or consumer verification only. It will not affect personal credit or imply liability.

Beneficial Owner 1

First Name

Residential Address (no P.O. Boxes)

Last Name

Address Line 2 (optional)

Date of Birth (mm/dd/yyyy)

City

Social Security #

State/Province

Passport/Other Government ID #

Country of Residence

Issuing Country

Postal Code

Beneficial Owner 2

First Name

Residential Address (no P.O. Boxes)

Last Name

Address Line 2 (optional)

Date of Birth (mm/dd/yyyy)

City

Social Security #

State/Province

Passport/Other Government ID #

Country of Residence

Issuing Country

Postal Code

Beneficial Owner 3

First Name

Residential Address (no P.O. Boxes)

Last Name

Address Line 2 (optional)

Date of Birth (mm/dd/yyyy)

City

Social Security #

State/Province

Passport/Other Government ID #

Country of Residence

Issuing Country

Postal Code

Beneficial Owner 4

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Date of Birth (mm/dd/yyyy)	_____ City
_____ Social Security #	_____ State/Province
_____ Passport/Other Government ID #	_____ Country of Residence
_____ Issuing Country	_____ Postal Code

IV. PERSON WITH CONTROL

Identify one individual with significant responsibility for managing this business — for example, an executive officer, senior manager, or any other person who regularly performs similar functions. If appropriate, an individual listed as beneficial owner above must also be listed in this section. **If no beneficial owners are listed above, this information is still required.**

_____ First Name	_____ Residential Address (no P.O. Boxes)
_____ Last Name	_____ Address Line 2 (optional)
_____ Title	_____ City
_____ Date of Birth (mm/dd/yyyy)	_____ State/Province
_____ Social Security #	_____ Country of Residence
_____ Passport/Other Government ID #	_____ Postal Code
_____ Issuing Country	

V. CERTIFIED/AGREED TO

I, _____, hereby certify, to the best of my knowledge,
Print Name
that the information provided above is complete and correct.

_____ Signature	_____ Date
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Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) <input type="checkbox"/> <input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of

effectively connected income.