

Comdata MasterCard Corporate Card® Agreement
General Terms and Conditions

This Agreement sets forth the terms and conditions for use of the Comdata MasterCard® Cards (“Cards”) which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution (“Issuing Bank”) and the account established in connection with the Cards (“Account”) made available by FleetCor Technologies Operating Company, LLC and its subsidiary Comdata Inc. (collectively, “Comdata”). **Use of the Account and the Cards constitutes acceptance of this Agreement and any subsequent use following any future changes to this Agreement constitutes acceptance of any changes made to the terms and conditions of this Agreement.** “Customer” means the business for which the Account has been established.

1. **Nature of Account and Card Use.** Comdata is an agent or representative of Issuing Bank or its affiliates. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned or destroyed (with certification of destruction) upon request. Comdata or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time. Comdata reserves the right to charge a card fee of up to \$10 per card per month. Comdata reserves the right to charge a one-time setup fee of up to \$75 per Account.

2. **Customer Representations and Warranties.** Customer represents and warrants the following:

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

if Customer uses, or allows someone else to use, the Account or Cards in violation of the above representations and warranties, Customer shall be responsible for such use and may be required to reimburse Comdata, the Issuing Bank, and MasterCard International Incorporated (“MasterCard”) for all amounts or expenses either Comdata, the Issuing Bank or MasterCard pays as a result of such use.

3. **Credit Limit; Credit Information.** If applicable, Comdata will establish a credit limit for the Account. 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. Comdata may decide, at its own discretion, to decline or approve any transactions made after Customer exceeds the Account credit limit, or to suspend the Account until the balance due is paid in full. Comdata reserves the right to charge an over limit fee of \$50 per Over Limit transaction authorized. If the Account is suspended for any reason and subsequently reopened it may be charged an account reinstatement fee of \$15.

4. **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.

5. **Payment Terms.** (a) *Non-Revolving.* Customer shall be responsible for credit extended on the Account. This is not a revolving credit account and the total amount shown on each Account statement (the “Total Amount Due”) is due and payable by the date shown on the Account statement. This amount includes transactions posted since the last statement date, applicable account and service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee (currently 90 basis points) and a MasterCard currency conversion assessment fee (currently 20 basis points) which are subject to change in MasterCard’s sole discretion.

(b) *Late Fee and Default Interest.* If Customer does not make full payment of the Total Amount Due by the due date, then Customer shall pay a late payment fee equal to the greater of: (i) \$75 or (ii) 12.25% of the New Balance (defined below) not to exceed \$5,000 and the maximum amount permitted by applicable law. The New Balance amount is calculated prior to the billing date and equals the Total Amount Due from the last billing statement plus any additional posted purchase transactions. In addition, in the event the Total Amount Due is not paid by the due date, then Comdata may assess a default interest charge equal to the current Prime Rate + 23.99% times Total Amount Due from prior statement, prorated for the portion of a year represented by the billing frequency (i.e., 1/52 for weekly cycle, 1/24 for semi-monthly, 1/12 for monthly cycle), or the maximum charge permitted by law, whichever is less. The fact that Comdata may charge default interest charge if Customer fails to make full payment of the Total Amount Due by the due date does not in any way authorize the Customer to elect not to pay such Total Amount Due by the due date, nor does it indicate that Comdata has consented to the failure by Customer to make such full payment.

(c) *Returned Payment.* Comdata reserves the right to charge a returned payment fee of twenty dollars (\$20) or the maximum amount permitted under applicable law, whichever is less.

6. **Rebate Program Terms.** Depending on the application under which Customer applied and account pricing, Customer may qualify for a rebate program. The rebate program, if applicable to the Account, is only available if the Account is open, in good standing, and is not in default of the payment terms provided within this Agreement. Please refer to the Account pricing documentation for specifics regarding rebate levels. Aviation purchases, bulk fuel purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any account in default of the payment terms provided within these terms and conditions are excluded from this rebate. Comdata reserves the right to change or terminate the rebate program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits,

imposing additional restrictions, or terminating the program. In addition, Comdata reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the account is suspended. Comdata may change, suspend, or terminate the rebate program without notice.

7. Minimum Program Administration Fee. Comdata may charge a minimum program administration fee of up to 10 cents per gallon or \$2 per transaction to cover ongoing program operation costs.

8. High Credit Risk Account. In the event that the Customer's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at Comdata's discretion is below Comdata's standard threshold for creditworthiness (this threshold is five hundred and thirty (530) for commercial credit scores and six hundred and seventy (670) for individual credit scores), or the Account incurs more than one Late Fee in any 12-month rolling period or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Customer operates in trucking or transportation industry, Comdata will deem the Customer to be "High Credit Risk Account" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and credit limit in accordance with procedures as explained elsewhere in the terms and conditions. Comdata reserves the right to charge a transaction fee of up to five dollars (\$5) per transaction or a high credit risk fee of up to two percent (2%) of the Account's credit limit per billing cycle for High Credit Risk Accounts. In the event an Account is deemed High Credit Risk Account by any of the criteria above, Comdata may also withhold any discounts/rebates earned until such time that Comdata, in its sole discretion, deems the Customer to no longer be High Credit Risk Account. Comdata may review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High Credit Risk decision is made solely by Comdata based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision. Customer questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-8495 or at sbfe@equifax.com. Experian may be contacted at 888-397-3742 or online at www.experian.com/reportaccess.

9. Statements; Reporting. Billing statements and reports are available on-line. Comdata reserves the right to charge a paper report fee of \$20 per billing cycle to provide paper copies of statements and reports. 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.

10. Transactions at Comdata Proprietary Fuel Locations. Comdata reserves the right to charge a fleet card transaction fee of up to \$5 per transaction at Comdata Proprietary Fuel Locations.

11. Additional Services. Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, Comdata may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service before fees are charged. Comdata also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other vendors to the Customer. In no case is Comdata making any representation about the quality or value of any particular product or service.

12. Change of Terms; Termination. Comdata may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may include, but are not limited to, information in Customer's credit report, such as Customer's failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include, but are not limited to, competitive or market-related factors. Changing terms includes adding, replacing, and deleting provisions relating to the Account and to the nature, extent, and enforcement of the rights and obligations Customer or Comdata may have relating to this Agreement. Comdata will provide Customer with notice when required by law by mailing a letter or the terms to Customer at the latest address shown in its records. Any changes will apply to the current balance of the Account as well as to future balances. If Customer does not agree to any such change, Customer may end this Agreement by notifying Comdata at the toll free customer service line or via mail to the customer service address on the billing statement before the effective date of the change, returning all Cards to Comdata and paying what is owed under the terms of this Agreement. Unless Comdata notifies Customer otherwise, use of any Card issued to the Account after the effective date of the change shall be deemed acceptance of the new terms. Comdata may terminate this Agreement at any time by written or telephone notice to Customer.

13. 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. Comdata is not responsible if any merchant refuses to honor Cards.

14. 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. Customer is responsible for all purchases and transactions made using Cards, passwords or other security codes and procedures. If Customer or any of Customer's employees or agents gives a Card to any other person to use or otherwise authorize any person to use the Account, Customer will be responsible for all charges that such person makes on the Account, even if Customer did not anticipate or specifically approve the charges. Customer must notify Comdata in writing if Customer wishes to revoke any permission Customer gave to another person to use the Account. Comdata then will take commercially reasonable efforts to comply with Customer's instructions to revoke that authority, which may include replacing the Card or Cards or changing the Account.

(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. Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account until it has notified Comdata of such unauthorized access or use. (c) Notification of Unauthorized Use; Customer Liability. Customer must notify Comdata immediately if Customer suspects or knows that any of Customer's Cards are lost or stolen and/or any Card has been used without authorization. Customer must provide the above notices to Comdata by calling Comdata at the toll free customer service line shown on the billing statement. Customer acknowledges and agrees that it is liable for unauthorized or fraudulent use of the Account, Cards or any Comdata systems. Customer understands that it is the Customer's responsibility to select and apply transaction limitations on the Account/Card and monitor any suspicious and unauthorized activities on the Account. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law.

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

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

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

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

15. Account Maintenance. Customer shall pay an account maintenance fee equal to \$1.50 per transaction for performing any card maintenance transaction through a customer service representative that affects the status of a particular Card and for credit limit or current day activity inquiries by Customer. If a MasterCard Distribution ID is created (i.e. Customer has requested Comdata send transactions to an Expense Management solution external to Comdata or MC Smart Data Gen 2) Comdata will charge \$.05 per transaction for every transaction that flows to this external system.

16. Limitation of Liability. Comdata shall not 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 Comdata. 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 AMOUNT NOT TO EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER DURING THE MONTH IMMEDIATELY PRECEDING THE LOSS. EXCEPT AS OTHERWISE SET FORTH HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PARTY 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

17. 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; 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 developed, utilized and maintained by Comdata, the internal hardware utilized by Comdata, the internal operating procedures employed by Comdata, technical information, such as file record layouts, and transaction information, including without limitation Comdata card numbers and data gathered at the point-of-sale by Comdata, are Confidential Information and the exclusive and proprietary property of Comdata. The BINs (Bank Identification Numbers) assigned to the Cards are the property of the Issuing Bank.

18. 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 Checks, codes, passwords or other security codes or procedures shall be deemed an employee or agent of Customer.

19. 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.

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

21. 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.

22. Press Releases, Publicity, Etc. Customer shall not issue any press release or disseminate similar publicity or other information regarding this Agreement or the Service for Customer or utilizing the trademarks, service marks, trade names or logos of Customer, Comdata, Issuing Bank or the Networks, including, without limitation, web site information instructional or marketing materials or brochures, without the express prior written approval of Comdata, Issuing Bank or the Networks, as appropriate.

23. 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.

24. Notices. All written notices required to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by U.S. certified mail or overnight courier to Comdata, 5301 Maryland Way, Brentwood, TN 37027, attn: President, or to Customer at the address listed on Customer's Account.

25. 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.

26. 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 any guarantor or co-maker) as part of initial and on-going customer review processes. Therefore, Comdata may, at Comdata's option, require Customer to provide various identifying information that will allow Comdata to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that (a) Customer and any person to whom Customer provides a Card 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, MasterCard and Issuing Bank, when requested, documentary and other evidence of Customer's identity or the identity of any person to whom Customer provides a Card, so that Comdata may comply with any applicable law or regulation or Comdata's AML Policy.

27. Miscellaneous. (a) This Agreement shall be exclusively governed by the laws of the State of Louisiana without regard to the choice of law rules of such state. Any action brought by Customer to enforce or interpret this Agreement shall be brought exclusively in the appropriate judicial forum located in the State of Louisiana, and Customer does hereby consent to such jurisdiction and waives any objections thereto. (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) This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. (e) Customer shall be bound by and comply with all applicable laws and regulations ("applicable law") and all payment network rules, guidelines, requirements, and prohibitions ("network rules") regarding Customer's use of the Account and Card(s). Customer shall permit Comdata to reasonably investigate or audit Customer's compliance with applicable law and network rules regarding Customer's use of the Account and Card(s). (f) 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. (g) 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. (h) 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. (i) Customer may not transfer or assign this Agreement without the prior written consent of Comdata. (j) Customer acknowledges and agrees that electronic records and signatures shall have the full legal effect of writing. (k) 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 all costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.