

WEX Account and Services Agreement

This WEX ACCOUNT AND SERVICES AGREEMENT, together with the related credit application, schedules, and amendments (collectively, the “**Agreement**”) govern the establishment and use of one or more accounts and associated cards provided by WEX Bank, a Utah industrial bank (“**Issuer**”), to the business that has been approved by Issuer to receive such account(s) and services (“**Company**”). Issuer and Company may be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

GENERAL TERMS

1. Use of Account.

1.1 Subject to the terms and conditions of the Agreement and Issuer’s approval of Company, Issuer agrees to provide one or more Accounts and associated Cards for Company’s use. Issuer will process transactions on the WEX Network or on a Third Party Network as specified in the applicable Schedule. Company and Account Users designated by Company may use the Account in accordance with this Agreement. Any Affiliate of Company may participate under this Agreement if such Affiliate (**a**) agrees to the terms of this Agreement by executing an Affiliate Agreement Form as provided by Issuer, and (**b**) is approved by Issuer in its sole discretion.

1.2 Company agrees that the Account and associated Card(s) may only be used for business purposes, and not for any personal, family, or household purposes, or for the any purchase of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges, all of which are prohibited. Company shall maintain and comply with internal policies and controls to ensure strict compliance with the foregoing.

1.3 In connection with Company’s use of the Account, Issuer will provide access to Issuer’s online account management system, websites, mobile applications, or other electronic online products, as applicable (each and collectively, the “**Online Portal**”), for Company and its Account Users to manage the Account and Cards, view transactions, and run reports. The Online Portal may only be used in connection with Company’s use of the Account and subject to the policies and terms of use posted therein, the terms of this Agreement, and any additional terms and conditions otherwise provided or made available to Company by Issuer. Access to and use of the Online Portal by Company and designated Account Users shall also be in accordance with, and subject to, Issuer’s security protocols and policies including, without limitation, WEX’s third-party user agreements and terms and conditions. Company shall not, and shall ensure Account Users do not, tamper with, compromise, or attempt to circumvent any physical, technical, or administrative controls or security measures or otherwise compromise the security of the Online Portal.

2. Account Users.

2.1. Company shall designate Account Users as well as those contacts authorized to: (**a**) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and IDNs; (**b**) provide all Account User and other information; (**c**) receive all Account numbers, Cards or reports; (**d**) receive other Account information; and (**e**) select additional products and/or services that may be offered by Issuer or any

of its Affiliates. Company remains liable for any unauthorized access or use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with actual, implied or apparent authority to act on Company’s behalf, and unless Company reports any errors in the provided information, Issuer is entitled to rely on that information for servicing the Account. Company shall ensure that each Account User complies with the terms and conditions of this Agreement. Company is liable for any employee misuse of Cards or Accounts.

2.2. Company will provide prompt notice of any change or removal of any contact or Account User or any revocation of any Account User’s authority, either in writing, by telephoning Issuer’s customer service department, or through the Online Portal. Company shall remain liable for all Transactions and Unauthorized Use until such notice is received by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed by Issuer.

2.3. Company agrees to keep IDNs confidential and ensure that its personnel and Account Users do not disclose any IDN. Company is liable for any Unauthorized Use that results if Account User or other personnel discloses an IDN or writes an IDN on a Card, even if the disclosure is inadvertent or unintentional. Company shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer may in its sole discretion extend credit and establish Accounts. Issuer may, at any time, investigate the financial condition of Company or as applicable, its Affiliates. If Company is not a publicly traded company, at the requested of Issuer, Company shall promptly furnish Issuer with copies of its most recent financial statements acceptable to Issuer that were prepared no later than one hundred twenty (120) days following the end of its fiscal year. Company shall provide financial statements prepared in accordance with generally accepted accounting principles consistently applied and shall be in accordance with the books and records of Company. Any financial information submitted shall be kept confidential by Issuer.

3.2 Issuer will inform Company of the Credit Limit assigned to the Account. Company shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Company to exceed its Credit Limit. Company must comply with the Credit Limit even if Issuer has previously permitted Company to exceed the Credit Limit. If Company exceeds its Credit Limit, at Issuer’s request, Company shall immediately pay the amount over the Credit Limit and any associated fees as set forth in the applicable Schedule or the entire balance due on the Account.

3.3 Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, and specifically in the event that: (a) any balance is past due; or (b) the amount of the Transaction plus the outstanding balance

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(including Transactions authorized but not yet posted) exceed the Credit Limit.

4. Card Controls.

4.1 Company may request via the Online Portal that Card Controls be applied to the Account. The availability and effectiveness of Card Controls are dependent upon each merchant's adoption of WEX's Card specifications and the information, including product codes, that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. Card Controls for Cards processing Transactions on a Third Party Network may also be dependent on information provided by the Third Party Network provider, such as their categorization of the merchant. In addition, some Card Controls are not enforceable at point-of-sale terminals due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Card Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Card Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Card Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Company after any modification to a Card Control setting is made. Company shall review and manage the account set-up for all Cards based on Company's specific purchasing needs. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Card Control parameters.

4.3 Default Card Control values are modified through the Online Portal. More detailed information and certain limitations regarding Card Controls are provided online. Only Transactions submitted for authorization are subject to Card Controls and those Card Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Card Controls are provided for the convenience of Company in its efforts to manage usage of Cards and the Account. Issuer encourages Company to set Card Controls in a manner that Company determines is most likely to conform usage of Cards and the Account to the purposes determined by Company. However, Issuer is not responsible for the prudence of any particular Card Control level selected by Company. Company shall be liable for all Transactions, regardless of Card Control settings selected by Company or the effectiveness of such controls.

5. Billing and Payments.

5.1 Issuer will provide or make available to Company transaction data or a billing statement, as applicable, for each Billing Cycle in which the Account has activity. Company agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date, as specified on the billing statement. Company is encouraged to receive billing statements electronically and make payments electronically to ensure that each payment posts by the applicable Due Date.

5.2 Company will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Company is liable for all Transactions on the Account to the fullest extent permitted by applicable law,

except as expressly provided in this Agreement. Company may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer's requirements.

5.4 Regardless of payment method, Company must ensure that Company's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.5 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

5.6 Company may be offered discounts and/or rebates from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all product types. In addition, certain conditions in order to earn or receive the rebate or discount, such as but not limited to, maintaining the Company's Account in good standing, will apply and be provided to Company when such offers are made.

6. Additional Products and Features

6.1 Reports. Issuer provides Transaction data for the Account to the Company as transmitted by merchants. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. Company is responsible for reconciling that data. In addition, Company understands that in the event an error is identified in a report, such as an incorrect product code, Company is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

6.2 Modifications. Issuer will deliver to Company enhancements, updates or upgrades to the Cards, Accounts, and Card Controls that Issuer makes generally and commercially available to other similarly situated customers without any additional fee. In the event Company requests additional modifications, including to the online application, and Issuer makes a reasonable business determination that the requested modifications or technical support entail specialized modifications or services different from the kind or amount provided to other similarly situated customers (including, but not limited to, custom software or operational development work or assistance to enable interfacing with a non-supported, unusual, or proprietary system), Issuer will notify Company if the requested modification may be available as a service from an Affiliate of Issuer, subject to additional fees and other applicable terms as set forth in a separate statement of work as agreed between such Affiliate and Company. Issuer, in its sole discretion, may decline to make any modifications,

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including if such modifications will impact other customers of Issuer. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement, or provided in connection with the Account in which Company or an Account User has enrolled, upon thirty (30) days' prior written notice to Company, and without such notice due to changes in law or if required by regulatory authorities.

7. Late Fees.

7.1 If Company fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply as set forth in the applicable Schedule. Company will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement.

7.2 Issuer will not charge a Late Fee if the unpaid portion of the invoice as of the Due Date is \$10 or less.

8. Other Fees.

In addition to Late Fees, Company agrees to pay any additional fees and applicable sales taxes in the amounts and as described in the applicable Schedule.

9. Disputed Amounts.

9.1 In General. Company shall use its best efforts (but in no event less than commercially reasonable efforts) to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction. For any disputes which cannot be resolved with a merchant directly, Company may dispute a Transaction if: **(a)** the amount does not reflect the face value of the Transaction (*e.g.*, based on the amount charged by the merchant or reflected in a receipt from the merchant); **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Company does not believe it is liable for the amount, as further described in the applicable Schedule.

9.2 WEX Network. Transactions on the WEX Network must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. All billed charges must be paid in full regardless of reported disputes. Upon receipt of a dispute, including any supporting documentation required by Issuer, Issuer will use reasonable efforts to investigate the dispute. In the event that Issuer determines the dispute is due to an error by Issuer, Issuer will, as Company's sole and exclusive remedy, correct applicable data or reports, including invoices, if any. If the dispute is related to an act or omission of a merchant, the Transaction may qualify for chargeback to such merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with such merchant. Any chargeback paid by the merchant to Issuer will be credited to the applicable Account. Company may be liable for the Transaction if the disputed item is not due to an error by Issuer and cannot be charged back to the merchant.

9.3 Third Party Network. If a Transaction is processed on a Third Party Network, such Third Party Network rules shall govern the dispute process, including in the event a longer

dispute window is permitted or required. Upon receipt of a dispute, including any required supporting documentation, Issuer will submit the dispute to the Third Party Network provider in accordance with the Third Party Network rules. Company agrees to pay any costs assessed by the Third Party Network provider in connection with chargebacks (whether successful or not), if applicable. Any chargeback paid by the merchant to Issuer will be credited to the relevant Account. Company is liable for the Transaction if the Transaction cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 Except as provided in Section 10.3, Company will be liable to Issuer for all Unauthorized Use: **(a)** that occurs if a Card or Account is lost, stolen or is otherwise compromised; or **(b)** that occurs before Company provides Issuer with immediate notice to Issuer as required in this Agreement or by applicable law or card association rules that a Card is lost or stolen or other possible Unauthorized Use of an Account; or **(c)** Issuer determines that such Unauthorized Use could have been prevented by Company if it had maintained and followed reasonable security precautions and controls surrounding the Cards or Accounts. A failure by an Account User to comply with Company's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card. Notwithstanding the foregoing, if a Transaction is processed on a Third Party Network, then in the event the rules applicable to the Third Party Network mandate greater protection for Company, the applicable Third Party Network rules will prevail.

10.2 If Company or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Company would like to terminate authority of an Account User to use a Card or Account, Company will notify Issuer immediately via the Online Portal or by calling the customer service number set forth on their Cards or as specified in the applicable Schedule. Company shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.3 If Issuer has provided Company with fewer than ten (10) Cards to access the Account, Company's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars (\$50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Company will use reasonable efforts to recover a Card from any Person whose authority to use Company's Account has terminated or from any unauthorized individual with possession of or access to a Card. Company will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account

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User.

11. Representations and Warranties by Company.

Company represents and warrants to Issuer that: **(a)** the person signing this Agreement on behalf of Company has the requisite power and authority to contractually bind Company under this Agreement; **(b)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Company; and **(c)** Company's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Company and a Person other than Issuer, or of any duty of Company arising at law or in equity, **(ii)** does not violate any law, rule or regulation applicable to Company, and **(iii)** has been duly authorized by all necessary organizational action of Company.

12. Other Obligations of Company.

12.1 Company shall provide information and documentation requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Company and/or Account Users

12.2 For Issuer's compliance with banking and credit underwriting standards, Company shall provide written notice to Issuer: **(a)** in advance of any change to its legal name or in the ownership of Company; **(b)** in advance of any change in the organizational structure of Company, including any merger or reorganization, or sale of substantially all of Company's assets; **(c)** immediately if Company becomes insolvent or the subject of bankruptcy or insolvency proceedings; or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Company.

13. Amendment.

Company agrees that Issuer may change any part of this Agreement, including without limitation the rates, charges, fees and other terms of this Agreement, and that Issuer may introduce new rates, charges, fees and other terms of this Agreement to the fullest extent permitted under applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted under applicable law. Issuer will provide at least thirty (30) days' prior written notice to Company before making any such changes.

14. Term and Termination.

14.1 Term; Termination. This Agreement is effective upon the date of the last signature hereto and will continue for a period of three years (the "**Initial Term**"), unless earlier terminated pursuant to the terms of the Agreement. After the Initial Term, unless either Party provides written notice of non-renewal to the other Party at least ninety (90) days prior to the end of the then-current term, the term of the Agreement shall automatically renew for successive one-year periods (each, a "**Renewal Term**" and collectively with the Initial Term, the "**Term**").

14.2 Issuer may terminate this Agreement during the Term for any reason. Issuer will provide notice of termination if required by applicable law, provided that Issuer may terminate Inactive Accounts without notice. Termination of all Accounts will automatically terminate this Agreement. Company may

terminate the Agreement after the Initial Term upon ninety (90) days' prior notice to Issuer, either in writing or by calling the number on the back of Company's Cards. Issuer's right to terminate this Agreement pursuant to this Section 14 is in addition to Issuer's termination rights otherwise set forth in this Agreement, including without limitation under Section 15 (Default by Company).

14.3 Termination Fee. In the event of the termination of this Agreement **(a)** by Issuer for cause, or **(b)** by Company during the Initial Term (other than for a material breach by Issuer if Issuer fails to cure such breach within a reasonable time after receipt of notice thereof), there shall be no refund, in whole or in part, of any payments already made from Company to Issuer, and Company shall make all outstanding payments due prior to the date of termination. Company acknowledges that it would be impractical or extremely difficult to ascertain the actual damages to Issuer in the event that this Agreement is terminated as set forth in **(a)** or **(b)** above. Accordingly, in the event of such termination, Company shall pay a fee for termination ("Termination Fee") as set forth in the applicable Schedule to this Agreement. The Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Termination Fee. Company acknowledges that Company shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.

14.4 Obligations Upon Termination. In the event the Agreement is terminated by Company, any rebates payable to Company by Issuer or WEX Inc., as the case may be, shall immediately terminate and the standard fees set forth in this Agreement (i.e., without any rebate or discount) shall apply for the remainder of the Term. After termination, Issuer shall have a reasonable amount of time to terminate the Account. Company shall not use a Card or the Account to make a purchase after termination of this Agreement. Company shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Company may retain a copy of any records or Account information for archival or data retention purposes.

14.5 Survival. Notwithstanding the termination of the Agreement as set forth herein, the terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full (including all amounts owing on an Account and charged under this Agreement) and Company has performed all of its obligations under this Agreement. Those provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement in order to give them full force and effect will survive the termination or expiration of this Agreement, including the Parties' confidentiality obligations.

15. Default by Company.

15.1 Company will be in "Default" under this Agreement if: **(a)** Company fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Company in connection with this Agreement was incorrect or misleading

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when made; (c) any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Company; (d) any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Company; (e) there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Company, or any other material adverse change in the financial condition of Company; (f) any adverse judgment, order or award is entered against Company that has a material adverse impact on the financial condition of Company or a detrimental effect on the ability of Company to perform its obligations under this Agreement; (g) Company is in default under any other agreement between Company and Issuer or its Affiliates; or (h) any event described in this Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Company is in Default: (a) Company will not have any further right to borrow under this Agreement; (b) Issuer may declare all outstanding amounts under the Account to be immediately due and payable; (c) Issuer may terminate this Agreement; and (d) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law or in equity. In addition, if Company is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Company agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Company's obligations under this Agreement. If Issuer suspends all services and obligations, Company agrees to pay any applicable Reactivation Fee set forth in this Agreement.

16. Foreign Transactions.

16.1 Accounts and Cards are issued for use by Company's United States based operations. Company may not distribute a Card to a Person based outside of the United States. If Transactions are made in any country other than the United States, Company will: (a) be billed in U.S. Dollars; (b) receive reporting in English; and (c) pay the currency conversion fee as set forth in the applicable Schedule.

16.2 Any Transaction made in a foreign currency shall be converted into U.S. Dollars before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

17.1 Issuer and its Affiliates are not liable for any loss sustained by Company or any other Person resulting from any

act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Company as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: (a) all fees paid by Company to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus (b) all other revenue earned by Issuer for all of Company's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Company expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.2 Issuer and its Affiliates are not liable to Company for any loss, liability or damages that Company suffers as a result of, related to, or in any way are connected with any Card Control, fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waiver of Jury Trial.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Company waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by overnight courier or U.S. certified mail to the last known address in Issuer's records.

19. Dispute Resolution.

19.1 In accordance with the procedures outlined in this Section 19 (Dispute Resolution), any action, dispute, claim or controversy of any kind, whether in contract or tort, statutory or common law, legal or equitable, or under any applicable law, now existing or hereafter arising under or in connection with, or in any way pertaining to, this Agreement ("Dispute") will be resolved expeditiously, amicably, and at the level within each Party's organization most knowledgeable about the Dispute. Throughout the Dispute resolution process, each Party will continue to perform its obligations under this Agreement.

19.2 General. The complaining Party's representative will notify the other Party's representative in writing of a Dispute, and the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. In the event that such matter remains unresolved ten (10) Business Days after the delivery of the complaining Party's written notice, senior representatives of each Party will confer in an effort to resolve the Dispute. If the Parties do not reach a resolution of the Dispute, it will be resolved by binding arbitration in

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accordance with the terms of this Section 19 (Dispute Resolution), except as otherwise set forth below. A Party who fails or refuses to submit to arbitration following a lawful demand by any other Party will bear all costs and expenses incurred in compelling arbitration of any Dispute.

19.3 Governing Rules. Arbitration proceedings will be administered by the American Arbitration Association (“AAA”) and conducted in accordance with the AAA Commercial Arbitration Rules, or such other administrator and rules as agreed by the Parties. If there is any inconsistency between the terms of this Agreement and any such rules, the terms in this Agreement will control. The arbitration will be conducted at a mutually-agreed upon location in the jurisdiction whose law governs this Agreement, or as selected by the administrator if no agreement can be reached (“**Arbitration Location**”). The Parties hereby waive any claim of *forum non conveniens*. All Disputes submitted to arbitration will be resolved in accordance with the Federal Arbitration Act (Title 9 of the United States Code). All statutes of limitations applicable to any Dispute will apply to any arbitration proceeding. All discovery activities will be expressly limited to matters directly relevant to the Dispute being arbitrated. A judgment upon any award rendered in an arbitration may be entered in any court having jurisdiction.

19.4 No Waiver; Provisional Remedies. The Parties agree that pursuing arbitration of a Dispute will not limit a Party’s right to seek provisional or ancillary remedies, including injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction in the Arbitration Location or elsewhere, whether before, after or during any Dispute resolution activity. The exercise of any such remedy will not waive the right of any Party to compel arbitration or referral under this section.

19.5 Arbitrator Qualifications and Powers; Awards.

Arbitrators must be active members of the official licensing organization for attorneys in the Arbitration Location or retired judges of the judiciary of the Arbitration Location, with expertise in the substantive applicable law relating to the subject matter of the Dispute. Arbitrators are empowered to resolve Disputes by summary rulings in response to motions filed prior to the final arbitration hearing. Arbitrators: (a) will resolve all Disputes in accordance with the substantive Governing Law as set forth in Section 23.3 (Governing Law); (b) may grant any remedy or relief that a court of the Governing Law jurisdiction could order or grant and such ancillary relief as is necessary to make effective any such award (but in no event will the arbitrator have the authority to award damages that exceed the scope of this Agreement); and (c) will have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as they deem necessary to the same extent a judge could pursuant to the rules of civil procedure in the Governing Law jurisdiction. Any Dispute in which the initial amount in controversy is One Million Dollars (\$1,000,000), or its equivalent, or less may be decided by a single arbitrator. Any Dispute in which the initial amount in controversy exceeds One Million Dollars (\$1,000,000), or its equivalent, will be decided by majority vote of a panel of three arbitrators; provided however, that all

three arbitrators must actively participate in all hearings and deliberations.

19.6 To the maximum extent practicable, the arbitrators and the Parties will take all action required to conclude any arbitration proceeding within one hundred eighty (180) days of the filing of the Dispute. No arbitrator or other Party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the ordinary course of its business, by Applicable Law, or to the extent necessary to exercise judicial review rights as set forth herein.

19.7 In all Disputes, the prevailing Party is entitled to recover its reasonable legal counsel fees (including, if applicable, reasonable charges for in-house counsel), and other legal expenses from the non-prevailing Party.

20. Confidentiality.

All information furnished by or on behalf of either Party or any Affiliate of Issuer in connection with this Agreement will be kept confidential, using the same degree of care it uses to safeguard its own confidential information, and will be used by the other Party only in connection with this Agreement or as otherwise expressly set forth herein, except to the extent that the information: (a) was in the possession of the receiving Party without restriction on disclosure at the time of the disclosure; (b) was provided to the receiving Party by a third party who was not under a restriction on disclosure with respect to such information; (c) is or has become publicly available other than through an act or omission of the receiving Party in breach of this Agreement or other restriction on disclosure; (d) was independently developed by the receiving Party without reference to the disclosing Party’s confidential information or (e) is required by law to be disclosed, provided that notice of the disclosure has been given (unless such notice is legally prohibited) to the disclosing Party by the receiving Party, which notice, to the extent practicable, shall be given sufficiently in advance of the proposed disclosure to permit the disclosing Party to contest the validity or scope of the disclosure. Nothing in this section or this Agreement prohibits Issuer from providing any information to its Affiliates or third-party servicers in connection with the operation and maintenance of Account or Cards, and Company expressly agrees to these disclosures and use of information, provided that such Affiliates and third-party servicers agree to maintain the information in confidence. If Company requests Issuer to provide Company’s information to any of Company’s third-party service providers in connection to Company’s use of Account or Card, Company will defend, indemnify and hold harmless Issuer and its Affiliates, their employees, officers, directors, agents, assigns and successors-interest against any and all claims, actions, proceedings, demands, judgments, losses, expenses, damages, liabilities, fines or penalties arising from or relating thereto. In addition, Company agrees and understands that Issuer may use data and statistics generated from transactions made using the Account or Card, including to provide or develop additional products and services and as set forth in Section 21 (Program Information).

21. Program Information.

Transaction information related to the Account may be

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provided to merchants who accept the Card as payment for goods and services. Issuer and its Affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Company (collectively, “**Program Information**”) for the purpose of operating Issuer’s and its Affiliates’ business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its Affiliates and third parties which provide goods or services to commercial enterprises and Company understands that Issuer, its Affiliates, including but not limited to WEX Inc., and third parties may contact Company to offer additional products or services. If Company chooses to enroll in any such product or service offered by Issuer, its Affiliates or a third party, Company may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer’s privacy policy, please visit the following website: <https://www.wexinc.com/privacy-policy/>. Issuer and its Affiliates may use and disclose Program Information that is not identifiable to Company in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Company may not assign this Agreement nor any interest, rights or obligations under this Agreement, without Issuer’s prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer’s rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Issuer may monitor telephone communications between its employees and its customers. Company consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer’s representatives that periodic monitoring of conversations will occur.

23.2 Issuer’s obligations under this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer’s reasonable control including, but not limited to: acts of God, civil disturbance, war, acts of government, natural disasters, pandemic, epidemic events, strikes or any other general labor disputes, or telecommunication failures.

23.3 Governing Law. This Agreement, and all disputes, claims or causes of action (whether in contract, equity, tort, or statute) that may be based on, arise out of or relate to this Agreement, will be governed by and construed in accordance with the laws of the State of Utah (“**Governing Law**”), including its statutes of limitations, but without regard to any

conflicts of laws or “choice of law” principles. Each Party hereby waives its rights to the application of the law of any other jurisdiction to any claim, controversy, or dispute.

23.4 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.5 No course of dealing between the Parties, and no delay or omission by Issuer to exercise any right under the Agreement, shall impair such right or be construed to be a waiver of any default, and no waiver by Issuer of any breach of this Agreement will be construed as waiver of any subsequent breach. The authorization of Transactions shall not constitute any waiver, including of Issuer’s rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing signed by an authorized representative of Issuer, and then only to the extent set forth in such writing.

23.6 No Person other than a Party to this Agreement or any Schedule hereto shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third-party beneficiary of this Agreement.

23.7 Except as otherwise provided in this Agreement, all notices shall be in writing and deemed effective when (a) personally delivered, (b) at the time of delivery, if sent via reputable overnight courier with tracking capabilities, or (c) on the fifth Business Day after mailing if sent via postage prepaid certified or registered mail, return receipt requested, to the appropriate Party at the address set forth in the application for credit or at such other address as the applicable Party may indicate from time to time. In addition to the notice methods provided above, notices may be sent by email, and deemed delivered three (3) hours thereafter, to Issuer at legalnotices@wexinc.com, to Company at an email address provided by Company or normally used by an Account User for business communications with Issuer. For the purposes of this Section, all times are to be the local time in the place of deemed receipt; and if deemed receipt under this clause is not within business hours (meaning 8:00 am to 5:00 pm Monday to Friday on any Business Day), the notice shall be deemed to have been received at 8:00 am on the next Business Day. The Parties agree to waive any claim that an electronic transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of an email constitutes the “best evidence” and an “original” of such a writing.

23.8 Company agrees that Issuer may: (a) include the name, logo, and success stories of Company on Issuer’s website and in press releases, presentations, promotional and sales literature, and advertising materials; and (b) identify Company as a customer in Issuer’s published customer list, earnings reports, and in response to third-party inquiries.

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23.9 If any portion of this Agreement is held to be invalid, illegal or unenforceable, the remaining portions shall remain in full force and effect and shall continue to be binding upon the Parties.

23.10 This Agreement, any notices in connection with this Agreement, and any guaranty of Company's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof. Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument.

23.11 Company consents to be contacted by Issuer and its agents, representatives, Affiliates, or anyone calling on Issuer's behalf for any and all purposes arising out of or relating to Company's account, at any telephone number, or physical or electronic address provided by Company or an Account User or at which Company or an Account User may be reached. Company agrees that Issuer may contact Company and Account Users in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by an Account User or someone else. In the event that an agent or representative calls, they may also leave a message on Company's or the Account User's answering machine, voice mail, or send a message via text.

23.12 In the event of any conflict between the General Terms of this Agreement and the terms of any Schedule hereto, the terms of any such Schedule shall govern unless the General Terms of this Agreement expressly indicates otherwise

24. Definitions

24.1 "Account(s)" means the credit line which may be unsecured or secured, or any other account, extended to Company by Issuer. An Account may be accessed by a Card, an account number, or other approved access method.

24.2 "Account User" means Company or any other entity or individual that Company has informed Issuer is authorized to use the Account or a Card. The Account Users may include employees or independent contractors or other users who have been given a Card or access to an Account.

24.3 "Affiliate" means an entity that directly or indirectly (either presently or in the future and/or in the future through one or more intermediaries) controls, is controlled by, or is under common control with either Party. For the purposes of this definition of Affiliate, "control" (including "controlled") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities or membership interests, as trustee, by contract or otherwise.

24.4 "Billing Cycle" means the time interval between the

dates of Company's regular billing statements. Company's first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

24.5 "Business Day" means Monday through Friday, excluding holidays observed by banking institutions in Utah.

24.6 "Card" means an approved access method, physical (e.g., plastic) or virtual card, technology, medium or form through which payments are enabled under this Agreement.

24.7 "Card Controls" are a set of authorization tools designed to assist Company with managing Transactions.

24.8 "Credit Limit" is the amount of credit assigned to Company's Account as established by Issuer from time to time at its sole discretion.

24.9 "IDN" means the identification number associated with an Account User or Card.

24.10 "Inactive Account" means an Account which has no transactions for a twelve (12) month period.

24.11 "Due Date" means the date the repayment of the balance of the Account is due as set forth in a billing statement. Such date may be called "Payment Date" in a billing statement.

24.12 "Guarantor" means any Person who guarantees the obligations of Company under this Agreement. entity or organization.

24.13 "Person" means an individual, corporation, limited liability company, partnership, trust, association or any other

24.14 "Schedule" means the attachment(s) to this Agreement which contains additional terms and conditions specific to the products or services to be provided by Issuer or an Affiliate of Issuer to Company or its Affiliates, and any associated costs or fees.

24.15 "Third Party Network" means a credit card payment network operated by a third party (e.g., Mastercard).

24.16 "Transaction" means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

24.17 "Unauthorized Use" means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Company receives no benefit.

24.18 "WEX Network" means the card payment network operated by WEX Inc.

WEX Account and Services Agreement

WEX Mobility - OTR Schedule

This WEX Mobility - OTR Schedule (“Schedule”) forms a part of the WEX Account and Services Agreement between Issuer and Company (“Agreement”) and is subject to the General Terms of the Agreement. Terms that are capitalized but not defined in this Schedule will have the applicable meaning given in the General Terms.

Card Program: RTS Carrier Services, Inc.
Card Product: FleetOne
Card Network: WEX Network - FleetOne
Customer Service Number: 1-800-359-7587 (which may be updated from time to time)

Fees

Setup Fees:

The following fees shall apply to any Accounts opened on your behalf:

Account Set-Up Fee: \$75.00

Product/Service: Fuel Card, Scale, ATM Functionality, MoneyCode

Transaction Type	Transaction Fee	Description
Funded Fuel/Product (In Network)	\$0.50	Issuer funds Transaction
Funded Fuel/Product (Out Network)	\$4.00	Issuer funds Transaction
Funded Fuel/Product with Cash (In Network)	\$2.00	Issuer funds Transaction & cash advance
Funded Fuel/Product with Cash (Out of Network)	\$5.50	Issuer funds Transaction & cash advance
Funded Cash	\$3.00	Issuer funds cash advance
Non-Funded Fuel/Product (Direct Bill)	\$0.55	Issuer captures data only - does not fund Transaction
ATM / Debit	\$3.00	Per Transaction
Check / MoneyCode®	\$3.00	Per check/MoneyCode® up to \$500 & per each incremental \$500.00 (or less) added thereto
Administrative Fee for MoneyCodes that were dispatched but have not cleared within 90 days of dispatch date	\$25.00	Per month
Voice Load (no fee for this service via internet or automated phone service)	\$1.50	Per Transaction

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OTHER FEES AND SERVICES			
Monthly membership	\$6.00	Monthly fee per active card	
Monthly Account Management Fee (MAMF)	\$7.95	Per Account	
Expedited Shipping	Cost varies		
Returned Payment Fee	\$75.00		
Late Fee on outstanding past due balance	\$150.00 or 6.99%	Per month	
Credit Limit Override Fee	Up to \$500.00	\$60.00	Applies if Issuer agrees to a temporary over-limit credit override.
	\$500.01 - \$999.99	\$120.00	
	\$1,000.00 - \$2,499.99	\$300.00	
	\$2,500.00 - \$4,999.99	\$600.00	
	\$5,000.00 - \$9,999.99	\$1,200.00	
	\$10,000.00 or more	\$1,500.00	
Account Payments	ACH	Free	Initiated by Company.
	By Phone	\$25.00	Per payment.
	Wire Payments	\$15.00	Per wire under \$2,500.00.
	Western Union Payments	\$20.00	Per payment.
	Paper Check/Third Party Checks	\$25.00	Per payment.
	Missing Account Number	\$15.00	Per payment sent with missing Account number.

Additional Terms and Conditions

A. Definitions.

1. **“Cross Border Fee”** means a fee applied to any Transaction on a Third Party Network when the country code of the merchant and the country code of the Account User are not the same. As an example, if Company located in the US and it uses the U.S. issued card to make a purchase in Canada, then the cross-border transaction fee established by the applicable Third Party Network shall apply. The Third Party Network may establish different Cross Border Fees applicable to the card numbers that are issued from different regions.
2. **“Currency Conversion Fee”** means a multi-currency conversion fee applied to any Transaction that is billed through a Third Party Network in a currency other than the contractually agreed upon billing currencies of the BIN used for the Transaction. The Third Party Network will convert the Transaction to the billing currency at the exchange rate determined by such Third Party Network (or its Affiliates) using its currency conversion procedure. The currency conversion rate (which is different from the Multi-Currency Conversion Fee) is generally either a wholesale market rate or a government-mandated rate in effect on the date of conversion. The currency conversion rate used on the conversion date may differ from the rate in effect on the date a Transaction is made.
3. **“Declining Balance Account”** means an Account funded by Company or a third party on behalf of Company in advance of Transaction Activity, which is not connected to a credit line provided by Issuer.

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4. **“Funded”** transactions are those where WEX collects funds from the Fleet Customer itself pursuant to WEX’s agreement with such Fleet Customer, and remits payment to the applicable merchant (in accordance with the terms of the agreement between WEX and such merchant).
5. **“In Network”** means merchant locations which are owned, operated, or otherwise affiliated with Sponsor.
6. **“MoneyCode®”** means an instrument, in the form of a numeric code created by the card user that may be recorded onto a paper draft or used electronically, which when coupled with a valid authorization code allows a cardholder to access their account for cash or to use such code of draft for payment of Products.
7. **“Non-funded”** transactions are those where WEX captures and provides data only, and the party accepting the WEX form of payment collects funds directly from the Fleet Customer, if applicable (e.g., transaction at a terminal fuel operation or where a Direct Bill Customer relationship exists between Sponsor and the Fleet Customer).
8. **“Out of Network”** means all merchant locations other than In-Network merchant locations.
9. **“Program Operator”** means RTS Carrier Services, or its successors and assigns.

B. Program Operator.

1. Company agrees that Program Operator may perform certain administrative functions with respect to Company’s Account(s), including without limitation implementing and modifying account controls, sub credit limits, etc., and that Issuer may rely on the instructions of Program Operator in such regard without the need to verify any such instruction with Company. Company will look solely to Program Operator in the event of any dispute arising out of or relating to any such instruction.
2. Company consents to Issuer’s providing to Program Operator information regarding Company’s Issuer account and use of the Services, including without limitation, account transaction details and account balances.

C. Declining-Balance Accounts

1. Issuer, in its discretion, may allow qualified applicants to open one or more Declining Balance Accounts in lieu of issuing a credit line as set forth in the Agreement. Declining Balance Accounts may be funded by Company or the Program Operator in its sole discretion. Once Company or the Program Operator funds the Declining Balance Account, Company may conduct transaction activity through such Account subject to the terms of this Agreement. No interest will be paid on funds held in a Declining-Balance Accounts. Such funds are intended to fund Transactions made with Company’s Card only and may be subject to limitations on withdrawal through other means.
2. Company is responsible for the use of the Declining-Balance Account according to the terms and conditions of this Agreement. Company may not use its Account to make recurring payments from the Declining-Balance Account.
3. Each time Company uses the Declining-Balance Account, Issuer will reduce the Declining-Balance Account balance by the amount of the Transaction and any applicable fees. Company may not, at any time, make a Transaction that will exceed the Declining-Balance Account balance. If Company does, Company is fully liable to Issuer for the amount of the Transaction and any applicable fees. If Issuer permits or has previously permitted Company to exceed its Declining-Balance limit, it does not mean that Issuer will permit Company to exceed such limit again. All fees Company owes Issuer will be debited from the Declining-Balance Account. Issuer has the right to offset against the Declining-Balance Amount any indebtedness Company owes to Issuer. Issuer is not liable for any dishonored Transaction entry that results. If Company authorizes a Transaction and then fail to complete the purchase as planned, the approval may result in a hold for that amount of funds for up to seven calendar (7) days.
4. Company may add funds to the Declining-Balance Account at any time by wire, Western Union, or third-party certified check. ACH value load amounts will be held for up to 3 business days to ensure funds clear before being accessible by Company or Account Users. The minimum amount of the initial value load is \$500.00. There is currently no minimum amount for each subsequent load. The maximum amount of the initial value load is \$999,999. The maximum amount of each value reload is \$999,999. The maximum number of times Company may load a Declining-Balance Account per day is three (3).
5. Issuer reserves the right to deduct funds from the Declining-Balance Account in order to correct a previous error, and Company authorizes Issuer (i) to share information as necessary with any funding entity in connection with resolving any errors or overpayments and, if applicable, to accept instructions from the Company to add or deduct funds from the Declining-Balance Account and, in the case of deductions, to return those funds to the Company.
6. If Program Operator funds a Declining Balance Account for Company, then Issuer may, upon Program Operator’s request, return to Program Operator any funds advanced on Company’s behalf by Program Operator, provided such funds have been maintained by Issuer in a segregated Account balance and not comingled with funds deposited by Company. In the event of any dispute arising in connection with any such returned funds, Company agrees to look solely to Program Operator for resolving such dispute.

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D. Billing and Payment; Payment Default Fees.

1. Company agrees to pay for all Transactions occurring on its Cards or Account(s), plus all accrued Fees as set forth in the table above, including any Late Fees. All payments are due on the date stated in the relevant invoice.
2. If payment is not received (or if an invoice is not paid in full) on its due date, Issuer will impose a late charge equal to the greater of \$150.00 or 6.99 % of the unpaid balance (excluding any amounts previously invoiced and outstanding and excluding previous late fees) not to exceed the maximum amount allowed by law. All payments should include the applicable payment codes provided by Issuer. Issuer may impose a fifteen dollars (\$15.00) fee for each payment received without an Issuer-designated account number. In the event a payment is returned, a fee of \$75.00 per returned payment shall apply.

E. **Guarantors.** Each Guarantor signing the credit application and/or this Agreement, unconditionally, jointly and severally guarantees the full and prompt payment of all amounts due and owing at any time in connection with this Agreement. Guarantor hereby waives claims and defenses based on principles of suretyship or other applicable law as a guarantor. Each Guarantor agrees to comply with the notification procedures regarding disputes, lost or stolen Card and unauthorized use of Cards.

F. **Exclusivity.** During the term of this Agreement, Company agrees that Issuer shall be the exclusive fuel credit card provider for Company and its Affiliates.

G. Effect of Termination

1. **Early Termination Fee.** If this Schedule or the Agreement is terminated for any reason, other than a material breach by Issuer whereby Issuer fails to cure such breach within a reasonable time after receipt of notice thereof, prior to expiration of the Initial Term or a Renewal Term, Company shall pay an early termination fee ("Early Termination Fee") to Issuer, an amount equal to the monthly average of all fees received by Issuer during the previous eighteen (18) months (or, if less, the actual number of months in the term prior to the date of termination) multiplied by the number of months remaining in the term then in effect. The Early Termination Fee will be due and payable in a single lump sum on the effective date of termination. Such Early Termination Fee will be in addition to any amounts accrued prior to termination that remain unpaid. The Early Termination Fee shall be liquidated damages, a non-exclusive remedy, and not a penalty. Issuer shall be entitled to recover any costs of collection, including reasonable attorney's fees and costs, incurred in the collection of the Early Termination Fee. Company acknowledges that Company shall have no right to withhold any payment due as a set-off against alleged claims against Issuer and hereby waives any such claim as a defense or counterclaim to termination by Issuer.
2. **Repayment of Any Upfront Investment.** To the extent that Issuer or WEX has paid any incentive amount to Company in advance, or has paid for or reimbursed Company for any costs of Company related to implementation or similar startup expenses, or has made any similar payments to Company, then the following shall apply: If this Agreement is terminated for any reason, other than a breach by Issuer or WEX, prior to the end of the term during which such upfront investment was made, Company shall repay to Issuer or WEX, as applicable, the entire amount of the upfront investment. Such payment shall be in addition to payment of the Early Termination Fee.

H. Use of Cards.

1. Company and Account Users designated by Company may use the Account in accordance with this Agreement to make purchases at merchants participating in the applicable WEX Network and/or Third Party Network(s).
2. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.
3. Company assumes all risk if Company or an Account User chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account.

I. Additional Products and Features.

1. **Cash Advances.** Issuer may establish a limit on the total percentage of the credit line that may be withdrawn at automated teller machines ("ATM") or from accepting merchants as cash advance from Company's Card or Account with Issuer. Company understands that the ATM or accepting merchant may require additional fees that it charges to obtain a cash advance that are not fees assessed by Issuer.
2. **MoneyCodes®.** Company may request from Issuer a MoneyCode®, which can operate as a convenience check that must be authorized by requiring the party accepting the check as payment to call Issuer at 888-824-7378 for authorization. In addition, the MoneyCode® can be processed as an electronic transaction by an accepting merchant using their POS terminal. In the event the MoneyCode® has not cleared within one hundred and eighty (180) days of billing, an administrative fee of \$100.00 per cancellation may apply. Issuer reserves the right to no longer honor a

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MoneyCode® authorization that has not cleared within one hundred and eighty (180) calendar days from the billing date. Company agrees to not self-issue MoneyCodes® to be deposited towards the Account or Company's own bank accounts including an account used by Company to pay Issuer. Company agrees to not deposit its own MoneyCode® in any bank account controlled by Company. MoneyCodes® are to be used only to facilitate payments at merchants, vendors, or to obtain a cash advance, and are not intended to be used as a general line of credit for payroll or non-business-related expenses. Use of MoneyCodes® as an operating line of credit is strictly prohibited.

- 3. Direct Bill.** Company may request that WEX set up a direct bill relationship, in which Company enters into a billing and credit relationship directly with a merchant who agrees to accept payment for products and services through Cards provided under this Agreement (each a "Participating Merchant"). If accepted by the Participating Merchant, Issuer will not settle Transactions on Company's Cards with the Participating Merchant ("Direct Bill Transactions") to the Participating Merchant(s) on Company's behalf and will not assess the Transaction(s) against Company's credit line or Declining Balance Account as applicable. Rather, Issuer will serve as a processor only, and will send the Direct Bill Transaction information to the Participating Merchant. The Participating Merchant will determine whether and when to invoice Company, what the payment terms and limits will be, and Company will be responsible for payment the Participating Merchant(s) directly. Company must contact the Participating Merchant directly for any questions or to dispute any Direct Bill Transactions. WEX does not make the determination whether or not to invoice Company for Direct Bill Transactions and Company does not pay the invoiced amount from the Participating Merchant(s) to WEX. Accordingly, to the extent that Company claims a right to reimbursement, that claim must be made to the relevant Merchant that has billed Company for the Direct Bill Transactions.