

Please complete the following information for each location, and photocopy as needed for additional sites. Type or print clearly to insure accurate and timely set up for your account. Then fax or mail to your network or bank representative.

General Merchant Info:

Full Legal Company Name: _____

Credit Card Processor: _____ Network: _____

Type of Request (check one):

Add Site - Adding this site to an existing WEX account in the corporation's name above. WEX will settle for this new site's transactions to the bank account already on file. Provide one of your existing WEX Site ID #'s to help us look up your account: _____

Network Change - Currently processing WEX transactions at this site (Please complete the site information below

- Network formerly used for WEX: _____ (provide terminal ID info below*)

Other (please explain): _____

Site Info:

DBA or AKA: _____ Phone Number: ____ (____) _____

Station Manager/Contact: _____ Fax Number: ____ (____) _____

Number & Street (Physical Address): _____

City/Town: _____ State: _____ ZIP: _____

*Network change, former network terminal ID#: _____ Highway Exit #: _____ Nearest Highway: _____

List all terminal types for this site (e.g. Tranz 380, Gilbarco/Marconi G-site) both inside and at fuel pump:

Terminal: _____ ID# Assigned by Authorizing Network: _____

Terminal: _____ ID# Assigned by Authorizing Network: _____

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

- | | | | |
|--|---|--|-----------------------------------|
| <input type="checkbox"/> Fuel Available 24 hours | <input type="checkbox"/> PIN Pad | <input type="checkbox"/> Alcohol | <input type="checkbox"/> Diesel |
| <input type="checkbox"/> Car Wash | <input type="checkbox"/> CRINDS (Pay-at-the-Pump) | <input type="checkbox"/> Unleaded | <input type="checkbox"/> Methanol |
| <input type="checkbox"/> Service Bays | <input type="checkbox"/> Tractor Trailer Accessible | <input type="checkbox"/> Premium | <input type="checkbox"/> CNG |
| | | <input type="checkbox"/> Unleaded Plus | <input type="checkbox"/> LPG |

WRIGHT EXPRESS® MERCHANT CHARGE CARD AGREEMENT APPLICATION

Please read the following before completing this form: 1) The undersigned merchant ("Merchant") represents that the information given in this application is complete and accurate and authorizes Wright Express LLC and Wright Express Financial Services Corporation (hereinafter collectively referred to as "Wright Express") to check with credit reporting agencies, credit references, and other sources to confirm information given;

2) Merchant agrees to provide additional financial information to Wright Express upon request; 3) Merchant requests approval of this Wright Express Merchant Charge Card Agreement Application ("Application");

4) Merchant agrees to the terms and conditions set forth in the Wright Express Merchant Charge Card Agreement ("Agreement") provided with this Application and incorporated herein by reference; 5) If this application is for a general partnership or a proprietorship, Wright Express may obtain and use personal credit information (including consumer reports from consumer reporting agencies) about the individual partners or owners of the Merchant in making a credit decision, and in the administration of this program, to the extent permitted by law;

6) Merchant agrees that in the event the Merchant does not meet its obligations pursuant to the Agreement, Wright Express may report the Merchant's liability (as well as any general partner or proprietor's) liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

SECTION 1 - BUSINESS INFORMATION

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

SECTION 2 - PROCESSING

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

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

SECTION 3 - NON-PETROLEUM MERCHANTS

BRANDS (check all that apply)

<input type="checkbox"/> Aamco	<input type="checkbox"/> Chrysler	<input type="checkbox"/> GM	<input type="checkbox"/> Les Schwab	<input type="checkbox"/> Napa	<input type="checkbox"/> Quaker St/Pennzoil
<input type="checkbox"/> ACCC	<input type="checkbox"/> D-Triumph GL	<input type="checkbox"/> Goodyear	<input type="checkbox"/> Maaco	<input type="checkbox"/> Nissan	<input type="checkbox"/> Tire Centers, Inc.
<input type="checkbox"/> AC Delco	<input type="checkbox"/> Econolube	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Mazda	<input type="checkbox"/> Novus	<input type="checkbox"/> Toyota
<input type="checkbox"/> American Lubefast	<input type="checkbox"/> Firestone	<input type="checkbox"/> Harmon Glass	<input type="checkbox"/> Meineke	<input type="checkbox"/> Oil Changer	<input type="checkbox"/> Volvo
<input type="checkbox"/> BF Goodrich	<input type="checkbox"/> Ford	<input type="checkbox"/> Honda	<input type="checkbox"/> Midas	<input type="checkbox"/> Parts Plus	<input type="checkbox"/> Wash Depot
<input type="checkbox"/> Big O Tires	<input type="checkbox"/> Glass America	<input type="checkbox"/> Jiffy Lube	<input type="checkbox"/> Mitsubishi	<input type="checkbox"/> Pep Boys	<input type="checkbox"/> Winston Tire
				<input type="checkbox"/> Precision Tune	<input type="checkbox"/> Other

BRAND PROGRAMS (check one if applicable):

<input type="checkbox"/> ACCC	<input type="checkbox"/> GE Dealer Direct	<input type="checkbox"/> Grease Monkey	<input type="checkbox"/> Parts Plus
<input type="checkbox"/> Dodge Business Link	<input type="checkbox"/> GM Goodwrench	<input type="checkbox"/> JLI South Cal	

Dealer/Location Code (if applicable):

PRIMARY SERVICE (check one):

<input type="checkbox"/> Auto Body	<input type="checkbox"/> Dealership	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Parts	<input type="checkbox"/> Tires
<input type="checkbox"/> Car Wash	<input type="checkbox"/> Glass	<input type="checkbox"/> Oil Change/Lube	<input type="checkbox"/> Road Service	

SECTION 4 - FUEL MERCHANT ONLY SITE INFORMATION

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

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

SECTION 5 - BANK ACCOUNT INFORMATION FOR PAYMENT OF CHARGE CARD SALES

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

Bank Name and Address		ABA Routing Number
Account Name		Account Number

IMPORTANT: PLEASE ATTACH A VOIDED CHECK TO PAGE 3
We must receive a voided check (or photocopy if faxing) in order to process application.

SECTION 5A - BUSINESS BANK TRADE REFERENCES

Please indicate your type of business: Corporation LLC Partnership PC or PA Proprietorship

Primary Bank	Address	City	State	Zip
Bank Contact Person	Phone	Commercial Checking Account #		
Business listed in Yellow Pages? <input type="checkbox"/> Yes <input type="checkbox"/> No	MasterCard / Visa #			

Please provide three trade credit references for companies that issue you credit on a regular basis, suppliers or service companies. Do not provide credit cards or oil company cards.

Company Name	City	State	Contact Name	Phone
Company Name	City	State	Contact Name	Phone
Company Name	City	State	Contact Name	Phone

SECTION 6 - SETTLEMENT

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

AUTHORIZED SIGNATURE

MERCHANT: The undersigned represents and warrants to Wright Express that all of the terms and conditions of this Wright Express Merchant Charge Card Agreement Application consisting of this entire document in addition to any other document or addendum including the Wright Express Merchant Charge Card Agreement have been reviewed in their entirety, are true and correct, and set forth the agreement between Wright Express and Merchant. Additionally, the undersigned represents and warrants that he or she has authority to sign and to bind Merchant to the terms of this Application. Also, the undersigned represents that the undersigned has the authority to provide information and execute this Application on behalf of the Merchant. The Agreement shall only become effective upon Wright Express' acceptance of the Agreement and the Application at its headquarters following approval, and the assignment to Merchant of a merchant processing identification number.

Signature X	Printed Name
Title	Date

FOR OFFICE USE ONLY

Acquisition Code	Sales Code	Log Number
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▼ **ATTACH VOIDED CHECK HERE** ▼
Application will not be processed without voided check

VOIDED CHECK FROM CHECKING ACCOUNT MUST BE ATTACHED. IF FAXING, PHOTOCOPY OF VOIDED CHECK IS PERMISSABLE.

WRIGHT EXPRESS[®] MERCHANT CHARGE CARD AGREEMENT

The merchant (the "Merchant") identified in the Wright Express Charge Card Agreement Application understands that Wright Express LLC ("WEX LLC") and Wright Express Financial Services Corporation ("WEX FSC"), a wholly-owned subsidiary of WEX LLC, each operate a commercial fleet charge card program (the "Program"). Pursuant to the Program, WEX LLC and WEX FSC issue and service commercial fleet charge cards which may be used by fleet purchasers of motor fuels and or vehicle-related products and services. Merchant wishes to participate in the Program by accepting such charge cards at its retail locations. As used in the numbered sections of this Agreement, the term "WEX" shall mean and refer to (a) WEX FSC when the right, duty or liability hereunder arises from use of a charge card issued by WEX FSC bearing the Wright Express[®] trademark, and (b) WEX LLC when the right, duty or liability hereunder arises from use of any other charge card bearing the Wright Express[®] trademark. Charge cards issued or serviced by WEX LLC or WEX FSC bearing the Wright Express[®] trademark are hereafter collectively referred to as the "Card" or "Cards." Notwithstanding the foregoing, Card or Card(s) shall not include any charge card also bearing the MasterCard trademark. As settlement agent and servicer for WEX FSC, WEX LLC shall make all payments to Merchant on WEX FSC's behalf. WEX LLC, as WEX FSC's servicer, shall also be responsible for all of WEX FSC's communications with Merchant. WEX LLC shall not have any rights, duties or liabilities as principal hereunder for Cards issued by WEX FSC and acts solely as settlement agent and servicer with respect to such Cards. Likewise, WEX FSC shall not have any rights, duties or liabilities hereunder other than for Cards it issues. Merchant, WEX and WEX FSC agree as follows, subject to approval of the Application by WEX LLC and WEX FSC:

- Administration of Charge Card Program.** Merchant understands and acknowledges that the Program is operated by WEX and that WEX has adopted certain procedures to be followed by Merchants participating in the Program. Such procedures now in effect, and as may be amended by WEX from time to time, are set forth in full and incorporated herein as Exhibit A, Card Sale Procedures for Merchant Transactions, and Merchant agrees to comply with such procedures.
- Honoring Charge Cards.** Merchant agrees to honor at its participating retail sites any Cards properly presented by any person authorized to use such Card (the "Cardholder") for the purchase of goods or services, excluding cash equivalent transactions, authorized by WEX from time to time ("Products"). Transactions involving the use of any Card are hereafter referred to as "Card Sales." WEX will pay Merchant for each Card Sale generated and presented in accordance with this Agreement and the Card Sale Procedures for Merchant Transactions. Merchant shall not submit to WEX any sales draft except sales drafts arising from sales occurring under the Program in accordance with this Agreement and the Card Sale Procedures for Merchant Transactions.
- Honoring Sales Drafts.**
 - WEX will pay Merchant for each Card Sale reported by Merchant to WEX; provided, however, that WEX may reject any Card Sales that are not presented to WEX within thirty (30) days of the date of the Card Sale. Each Card Sale shall be deemed to create a sales draft issued by the Cardholder instructing the Card issuer to pay Merchant. WEX shall honor such sales drafts issued in conformity with the terms of this Agreement.
 - If information pertaining to any Card Sale is garbled in transmission such that part or all of the record is likely to vary from what Merchant transmitted, then WEX may advise Merchant of the suspected inaccuracy and request retransmission of the record or other appropriate confirmation. WEX may, with notice to Merchant, withhold payment for such Card Sales until the record is retransmitted or Merchant provides other appropriate confirmation. Similarly, if Merchant has not provided WEX with information that this Agreement requires Merchant to provide to WEX and that WEX needs to interpret, verify, or validate a Card Sale, then WEX may, with notice to Merchant, withhold payment for such Card Sale until Merchant sends WEX the necessary information. WEX may make appropriate adjustments in its settlements with Merchant to reflect the receipt or correction of any such Card Sale information.
 - Merchant shall reimburse WEX upon demand all amounts previously paid to Merchant with respect to any Card Sale as to which (i) there shall have been any material breach by Merchant, its employee(s) or agents of any term, representation, condition or warranty set forth in this Agreement and such breach is not subject to cure or is not cured within ten (10) days of notice of such from WEX, or (ii) the Cardholder or any other person obligated for payment has asserted a defense, claim or offset against payment based upon (A) any act, omission or alleged wrongful conduct of Merchant or any employee or agent of Merchant, or (B) any other defense, claim or offset against payment based on the quality or sufficiency of Products which relate to such Card Sale (hereinafter collectively, "Chargeback").
 - The amount due for any Chargeback shall be the aggregate of the unpaid indebtedness due on such Card Sale at the time of Chargeback.
 - Any obligation of Merchant to pay Chargebacks pursuant to this Agreement shall be unconditional and shall not be waived, released or affected by any settlement, extension, compromise or forbearance or other indulgence or agreement made or granted by WEX with or to any Cardholder or other obligor. Additionally, failure to issue a Chargeback with knowledge of a breach of warranty or other defect shall not be deemed a waiver of any of WEX's rights with respect to such Card Sale. WEX will expend normal business efforts to obtain remedies against Cardholder, but shall not be required to exhaust its remedies against Cardholder or other persons or Products as a condition precedent to requiring performance by Merchant of its Chargeback obligations hereunder.
- Fees.**
 - Merchant shall pay WEX a fee which shall be deducted by WEX from the amount of each Card Sale hereunder. The Discount Fee shall be 3.50% of the transaction value. The "transaction value," as such term is used in this Agreement, shall mean total amount charged for Product sold, as reflected on the data transmitted to WEX, including any taxes, if applicable.
 - The Discount Fee is exclusive of any network transaction fee incurred by Merchant.
 - It is understood between the parties that it is the intent of the parties to process all transactions electronically. WEX reserves the right to increase the Discount Fee to 6.5% if the Merchant continues to process transactions telephonically and does not process transactions electronically after ninety (90) days prior notice from WEX ("Telephonic Discount Fee").
 - Merchant shall not surcharge or impose additional fees upon Cardholders who present the Card for payment under the terms of this Agreement.WEX reserves the right to change these fees upon thirty (30) days' notice to Merchant.
- Payment.**
 - WEX shall initiate an electronic funds transfer to an account at a bank participating in the automated clearing house network designated by Merchant as follows:
 - for Merchants who sell Fuel: no later than thirty (30) days;
 - for Merchants who do not sell Fuel: no later than three (3) days;following the receipt of the required evidence of each Card Sale at the designated WEX Processing Center, in the face amount of each Card Sale as reflected on the sales slip or on data automatically transmitted to WEX, less any WEX Discount Fee. Any Card Sale data received by WEX from Merchant before 5:00 p.m. (eastern standard time) shall be treated as having been received on the next business day. WEX may periodically offset or deduct from Merchant's payment hereunder any amounts due to WEX from Merchant pursuant to this Agreement.
 - Any amounts due to Merchant from WEX as a result of the submission of a sales draft may be paid, at Merchant's option, to Merchant's network provider. WEX's payment to Merchant's network provider constitutes payment in full to Merchant under the terms of this Agreement.
- General Covenants, Representations and Warranties of Merchant.**

As of the date hereof, and as of the date of each Card Sale reported to WEX hereunder, Merchant hereby represents and warrants that it:

 - is a sole proprietor, partnership, corporation or limited liability company duly organized, validly existing and in good standing;
 - has all the necessary licenses and permits to conduct its business; and,
 - this Agreement constitutes Merchant's legal, valid and binding obligation, enforceable in accordance with its terms.
- Covenants, Representations and Warranties of Merchant with Respect to Card Sales.** As of the date hereof and as of the date of each Card Sale reported to WEX, the Merchant represents and warrants that:
 - Each sales draft submitted to WEX shall represent a bona fide Card Sale of Products sold in the ordinary course of business of the Merchant identified in the Wright Express Merchant Charge Card Application for the total sales price reported in the invoice or other data concerning such account furnished by the Merchant to WEX. Merchant has paid or shall pay all taxes assessed by any authority with respect to the Card Sale;
 - The Merchant shall have performed all of its obligations to Cardholder in connection with the Card Sale evidenced thereby;
 - It shall involve no Card Sale other than the one described therein;
 - It shall be in complete compliance with this Agreement and all applicable material laws, rules and regulations governing the same and a true and complete copy of the sales slip or transaction receipt shall be made available to the Cardholder at the time of the Card Sale;
 - All Products covered by each Card Sale shall have been delivered by the Merchant to the buyer and accepted by such buyer;
 - Each Product covered by a Card Sale shall have such quality and grade as represented by the seller dispensing such Product;
 - All sales slips or other writings which bear a signature purporting to be that of a buyer or an authorized card user, and all electronically or hardware generated invoices, records or transactions, or memoranda of sales, shall be genuine and not forged or unauthorized.(h) Merchant hereby makes the additional warranties, representations and covenants set forth in Exhibit A of this Agreement. Each of the representations and warranties made by Merchant shall be true and correct as of the date hereof and as to the date of any Card Sale. Any breach of the representations, warranties, or covenants contained in this Agreement with respect to any Card Sale shall be cured if and when Merchant reimburses WEX for such Card Sale in accordance with the chargeback provisions of Section 3(c) above.
- Tax Exempt Motor Fuel Sales—FOR MOTOR FUEL SALES ONLY.**
 - WEX shall obtain from certain pre-qualified tax-exempt fleet Cardholders ("Exempt Fleet Cardholders") copies of any certificates or other documents that are necessary for the Exempt Fleet Cardholder to demonstrate its tax-exempt status, and shall provide copies of such documents to Merchant so that Merchant may seek a tax refund or credit from the applicable taxing authority for the portion of Card Sales to Exempt Fleet Cardholders that is exempt from taxation.

- (b) WEX shall pay the gross Card Sale amount, less applicable fuel taxes as calculated by WEX, of all Card Sales which involve tax-exempt sales to Exempt Fleet Cardholders.
- (c) WEX shall provide Merchant, on or before the 20th day of each month, a detailed report showing the total amount of tax-exempt Card Sales recorded by Merchant for the previous month's transactions for each taxing jurisdiction, together with a calculation of the amount of tax for each taxing jurisdiction by reason of such tax-exempt Card Sales.
- (d) Notwithstanding anything to the contrary contained in this Agreement, liability and loss with respect to any taxes, penalties, interest or other assessments arising out of incorrect tax exemption processing or documentation with respect to a particular tax-exempt Card Sale provided pursuant to this Section 9 of the Agreement ("Tax Losses") shall be allocated as follows:
 - (i) WEX shall be responsible for Tax Losses which result from errors in data processing, including errors in interpretation, while calculating a tax-exempt amount.
 - (ii) WEX shall not be responsible for Tax Losses which arise from errors in calculation by WEX based on incorrect information and data, including, but not limited to, incorrect product codes and site information, supplied by Merchant to WEX, or for the accurate application of information provided to WEX by the applicable taxing jurisdiction or recognized expert information sources.
- (e) The total liability of WEX for all Tax Losses occurring in any Calendar Year shall not exceed two times the average monthly fees (including Discount Fees) charged by WEX to Merchant on account of tax-exempt Card Sales in the two calendar months immediately preceding the date of the Tax Loss in question. If there is more than one date of Tax Loss in any Calendar Year, the measuring months shall be the two calendar months immediately prior to the most recent Tax Loss. All Tax Losses must be asserted in writing to WEX no later than the earlier of: (i) six months after the audit report identifying the Tax Loss; or (ii) three years after the date of the transaction from which the Tax Loss arose.
- (f) If Merchant incurs a Tax Loss for which WEX is not liable, WEX will assist Merchant, as appropriate, in attempting to collect from the Exempt Fleet Cardholder and/or filing a refund claim, as appropriate.

9. Report Production

- (a) WEX shall, on a timely basis, either transmit electronically or provide to Merchant or its designee, electronically or in a manner mutually agreed upon, a report of all transactions relating to the funds transferred.
- (b) WEX will provide daily summary settlement reports reflecting gross sales, net sales and amounts due to Merchant.
- (c) At Merchant's request, WEX shall also produce and deliver to Merchant such standard reports as are provided to Merchants in the Program from time to time. All such reports shall be provided to Merchant at its address set forth in the Application (or such other address as Merchant has in writing directed WEX LLC or WEX FSC to use) promptly upon completion thereof. Any reports in addition to customary reports shall be prepared and shipped at Merchant's expense in accordance with WEX's fee schedule as in effect from time to time. **Data**

Input and Transmission.

- (a) In the event that Merchant or its network fails to provide the input data or Card Sales at the time required, Merchant agrees that WEX may extend, as necessary, the time for the completion of the processing of such data; provided, WEX shall not extend the time for payment under §4 beyond the period provided therein.
- (b) Data supplied to WEX shall meet WEX's reasonable standard specifications as provided to Merchant from time to time and shall be in good and usable condition.
- (c) At no time shall Merchant send manual, paper tickets to WEX unless requested by WEX. It is the intention of both parties that all transactions shall be processed electronically by Merchant.
- (d) Any significant technical specification enhancements proposed by WEX are subject to 120 days written notification from WEX to Merchant or its designee and approval by Merchant, which approval shall not be unreasonably withheld.

11. Responsibilities of Merchant.

- (a) Merchant is responsible for the data entry of information by its personnel, or representatives, operation and maintenance of the associated input equipment, and provision of all networking services.
- (b) Merchant agrees that if corrections or additional processing is necessitated by incorrect posting or defective input by Merchant's employees or representatives, then SERVICE MERCHANT shall pay for all reasonable charges for such additional processing.
- (c) Merchant shall review each report promptly upon receipt. The failure of Merchant to notify WEX within sixty (60) days of receipt of the applicable report as to any errors contained in such report shall constitute Merchant's acceptance of such report as complete and satisfactory performance of WEX under this Agreement.
- (d) Merchant agrees that services rendered under this Agreement shall not relieve Merchant from any obligations to maintain records.
- (e) Payment of all taxes, fees and other charges relating to purchases made shall be the responsibility of Merchant, and WEX shall have no obligation with respect to the collection, payment or reporting of such taxes.
- (f) Prior to the initiation of the first live transaction, Merchant shall obtain from WEX the necessary acceptance certification for networks and point-of-sale (POS) services utilized by Merchant for processing of Card Sales pursuant to this Agreement. Merchant will also supply to WEX, as part of the certification process and for ongoing customer service needs, test terminals representing Merchant's site POS options. All software upgrades will be supplied to WEX as they are released for testing, and prior to being released for field use for WEX certification.
- (g) Merchant is responsible for the timely correction of all settlement report error file transaction listings reported by WEX on its error file report. Error file transactions include: unidentified site location, unidentified vehicle number, improper product code, and incorrect price. Timely correction is considered within ten (10) business days of receipt of the error file report from WEX. If Merchant fails to correct the error file report, WEX will not remit payment to Merchant in accordance with §5. Merchant can elect to have WEX work and correct the error file on Merchant's behalf by providing a request in writing. WEX will charge its prevailing rate for such services.
- (h) Merchant hereby authorizes WEX to refer to a default price per gallon table which may be used when the calculated price per gallon for the transaction falls outside of WEX's acceptable range of pricing which is currently less than \$0.50 per gallon or greater than \$3.00 per gallon. The table is based upon average price per gallon data collected from all merchants in the Merchant's service area. Use of the default price per gallon does not affect the transaction value submitted for settlement and is only used to facilitate reporting to fleet customers.
- (i) Merchant hereby authorizes WEX to refer to the authorization log to obtain information to complete the processing of transactions in the event that errors are detected by WEX during processing. It is understood by the parties that the information contained in the authorization log is the "actual, real-time" information received by WEX from the Merchant at the time the use of the charge card issued by or bearing the WEX logo was authorized. It is further understood that if sufficient information is not available in the authorization log to correct any errors in the transaction file received by Merchant or Merchant's network for processing, then these transactions will be returned in accordance with this Agreement for correction. Use of the authorization log does not relieve the Merchant from its obligations under this Agreement to provide accurate and timely transaction data for processing.

11. Term

Unless sooner terminated pursuant to the provisions of §12 hereof, this Agreement shall remain in effect for five (5) years after the Application date. This Agreement shall automatically renew for additional two (2) year terms immediately upon expiration of the term then in effect, unless written notice of termination shall have been sent by certified or registered mail by either party to the other party at least six (6) months prior to termination of the term in effect. Upon termination, Merchant shall (a) cease entering into Card Sales using the Card or Cards with respect to which this Agreement is terminated; (b) cease promoting the same pursuant to this Agreement, and; (c) return an unused materials or supplies issued by WEX with respect to any Card. Termination shall not affect either party's respective rights with respect to transactions using such Card(s) entered into before termination.

12. Termination

Either WEX or Merchant may terminate this Agreement upon the occurrence of any of the following: (a) the failure to comply with any of the covenants or the terms, conditions, agreements and limitations set forth in this Agreement, and such failure continues for more than thirty (30) days following written notice from any other party hereto; (b) any representation or warranty made in connection with the transaction contemplated by this Agreement shall prove to have been false or misleading in any material respect, except that for the purpose of this Section only, a breach of any representation or warranty made by Merchant with respect to any Card Sale pursuant to §7 hereof may be cured by reimbursement to WEX of the amount of the Card Sale in accordance with the provisions hereof; (c) the making of an assignment for the benefit of creditors or the institution of any bankruptcy or insolvency proceeding by any party hereto; (d) the institution by a third party of any bankruptcy proceeding against any party hereto which is not dismissed within thirty (30) days; or (e) the dissolution or determination of operations of any party hereto other than in connection with a merger or sale of substantially all of such party's assets. Notwithstanding the above, either party may terminate this Agreement at any time upon delivery of written notice of termination fifteen (15) days prior to the effective date of such termination. When terminated, whether for cause or not, Merchant and WEX shall both continue to be liable for any transactions entered into or rights created or obligations incurred prior to termination, subject to the provisions of this Agreement.

13. Warranties and Disclaimers

- (a) WEX hereby agrees to exercise its best efforts to provide accurate and complete reports, based upon the data transmitted to WEX by Merchant or its network. Notwithstanding the foregoing or any other provision of this Agreement, except to the extent the amount due to Merchant may have been inaccurately reported, thereby requiring further payment to Merchant, WEX shall not be responsible for the accuracy and completeness of such reports and shall not be liable for any loss, liability or damages, including consequential damages resulting from any inaccuracy or incompleteness of such reports. EXCEPT AS EXPRESSLY STATED HEREIN, WEX HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING SERVICES COVERED BY THIS AGREEMENT, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. Neither party shall be liable to the other for any damages resulting from performance or failure to perform pursuant to this Agreement, unless such performance or failure to perform is due to gross negligence or willful misconduct. Notwithstanding the foregoing, neither party shall be liable to the other for any indirect, special, incidental or consequential damages, including, but not limited to, lost profits even if the parties have knowledge of the possibility of such damages. Furthermore, Merchant agrees and acknowledges that WEX will not be liable to Merchant for any damages resulting from the performance or the failure to perform of any Automated Clearing House Association.

For any Cardlock or unattended sites, notwithstanding anything else contained in this paragraph, Merchant hereby indemnifies and agrees to hold WEX harmless of and from any and all loss, cost, damage or expense arising out of or relating to the claims of third parties for personal injury or property damage resulting from use or misuse of any of Merchant's facilities or products.

14. **Miscellaneous Provisions.**

- (a) Use of Other Charge Cards. Nothing in this Agreement is intended to restrict or prevent Merchant from honoring other charge cards.
- (b) Fraudulent Sales, Factoring or Laundering. Merchant shall never accept or process a fraudulent sale or sale made by any other merchant.
- (c) Returns and Credits. Merchant shall maintain a fair and reasonable policy with regard to the exchange, return and adjustment for Products. Merchant shall properly process a credit slip and shall not issue cash or Merchant's check for returns/adjustments of any Products.
- (e) Network Services. Merchant shall be responsible for providing and paying for any network services. Merchant shall provide notice to WEX of the termination of any agreement or contract between Merchant and the provider of its network services within fifteen (15) days of such termination.
- (f) Amendment. WEX may at any time, amend this Agreement, Exhibit A , or any part thereof as to future transactions by written notice containing a copy of the amendment mailed or delivered to Merchant at least fifteen (15) days before the effective date thereof and submission of sales drafts to WEX after the effective date shall constitute Merchant's acceptance of such amendment. Merchant agrees that such amendments may include changes in the fees and/or any other terms of this Agreement, as well as the introduction of new fees and terms, provided the Merchant is given the advance written notice provided for herein.
- (g) Site Locations. Merchant shall provide WEX with a list of locations within its current marketing area. Merchant shall, as frequently as may be necessary and in all events prior to transmitting data from any new or reclassified site, provide WEX with updated information concerning sites within its marketing area.
- (h) Notice. Any notice required to be given to Merchant shall be in writing and mailed or delivered to Merchant at the address indicated on the Wright Express® Charge Card Agreement Application. Any notices to WEX shall be mailed or delivered to WEX at 97 Darling Avenue, So. Portland, Maine 04106. Either party may change its notice address by written notice to the other.
- (i) Requirements of a Writing: Merchant agrees that copies and telecopies of signed originals of this Agreement and the Wright Express® Merchant Charge Card Agreement Application shall be binding as originals.
- (j) Other Agreements. Merchant hereby consents to WEX's granting to its principal financing source (the "WEX Lender") a security interest in and collateral assignment of this Agreement and acknowledges that , upon the occurrence of an event of default, in connection with the present or future financing arrangements with WEX and the Lender that the Lender shall have all of the rights of WEX.
- (k) Assignment. This Agreement shall be binding upon the parties hereto, their successors and assigns. Any party hereto may assign this Agreement with the prior written approval of the other parties to this Agreement, which approval shall not be unreasonably withheld, subject to the following: (i) WEX shall be entitled to assign this Agreement without Merchant's consent if such assignment is in connection with a merger or sale of substantially all of the assets of WEX, or (ii) if such assignment is to an affiliate of WEX which is a financial institution that issues the Card, provided, in either case, that the assignee has the ability to perform WEX's obligations hereunder and such assignee expressly assumes such obligations.
- (l) Governing Law. This Agreement shall be governed and construed by the internal laws of the State of Utah (without reference to choice of law rules). This Agreement is not binding until approved and accepted in Utah by WEX FSC and in Maine by WEX LLC.
- (m) Discrimination. Merchant agrees that it will not discriminate in any manner against an employee on the basis of race, religion, creed, age, sex, marital status, national origin, ancestry or physical or mental handicap. In addition, Merchant agrees that it will not maintain or provide segregated facilities for its employees at any of its establishments nor will it allow its employees to perform services at segregated facilities.
- (n) Further Assurances. Merchant will promptly and fully cooperate with WEX if and to the extent that such cooperation is reasonably requested in connection with the enforcement and collection of all or any of the Card Sales and such request is of a commercially reasonable nature. Merchant shall defend the right, title and interest of WEX and its successors and assigns in and to the Card Sales against the claims and demands of all persons whomsoever arising by, through or under Merchant.

Exhibit A
CARD SALE PROCEDURES
FOR MERCHANT TRANSACTIONS

1.1 CARD SALES

1. Merchant shall provide at Merchant's expense all necessary equipment to permit the electronic acceptance of the Card at sites (other than at manual sites as described in Section 1.3 of this Exhibit A), and to collect sales data and to transmit the same to WEX's data center. The sales data shall include the capture and transmission to WEX of account, vehicle, driver identification number, sales date, sales time, site identification number, authorization number, product, quantity, sales dollars, odometer, and such other information as WEX and Merchant may mutually agree upon.
2. Each Card Sale shall be evidenced by a record in a form mutually acceptable to Merchant and WEX from time to time.
 - a. Merchant will obtain and record for each Card Sale an authorization number provided by WEX or its designated authorizing network.
 - b. For Card Sales effected and recorded through an Island Card Reader machine or similar device (collectively "ICR") the transaction shall be completed and recorded in such a manner as WEX and Merchant may mutually agree upon from time to time. In addition, Merchant shall make available to the Cardholders a true and complete copy of a receipt of the transaction ("Transaction Receipt").
 - c. For Card Sales effected and recorded through an electronic authorization terminal, each transaction shall be evidenced by a record in a form mutually acceptable to Merchant and WEX from time to time ("Sales Slip") and completed by Merchant as follows:
 - i. Merchant shall legibly record on the Sales Slip all information required in accordance with operating procedures reasonably prescribed by WEX from time to time;
 - ii. Merchant shall require the Cardholder to sign the Sales Slip, assuming it is a non-island reader transaction; and
 - iii. Merchant shall provide to the Cardholder a true and complete copy of the Sales Slip upon completion of each Card Sale.
3. For all Card Sales effected, Merchant shall for a period of one year maintain a true and complete record of the transaction (the "Evidence") in a manner satisfactory to WEX (including the signed Sales Slip for transactions effected through an electronic authorization terminal).
4. Merchant shall maintain and provide the Evidence of Card Sales to WEX on reasonable request of WEX, such Evidence to be provided within ten (10) business days of WEX's request. Failure to provide such Evidence shall permit WEX to require Chargeback pursuant to Section 3 (c) of the Agreement.

1.2 MANUAL CARD SALES AT ELECTRONIC SITES

It is the intent of the parties that all Card Sales will be effected and recorded electronically. In instances where this is not possible, the initial sale may be effected and recorded manually ("Manual Card Sale"), and thereafter recorded electronically by Merchant. In addition to the procedures contained in Sections 1.1 and 1.4 of this Exhibit A, the following procedures shall be followed:

1. As soon as possible after effecting the Manual Card Sale, the sales data shall be recorded electronically by Merchant. If Manual Card Sales data cannot be recorded electronically Merchant shall send a copy of the Sales Slip to WEX at such of WEX's processing centers as WEX may designate from time to time;
2. For those Manual Card Sales which are not subsequently recorded electronically by Merchant pursuant to Section 1.2(1) above, WEX reserves the right in addition to fees charged under Section 5 of the Agreement, to charge a manual transaction fee of \$0.20 per transaction;
3. Merchant shall follow such other procedures as may be reasonably prescribed by WEX from time to time.

1.3 MANUAL CARD SALES AT MANUAL SITES

WEX and Merchant recognize that, due to anticipated Card Sales volume considerations, there may be certain sites which the parties may wish to have participate in the Card program but which will not have electronic authorization terminals ("Manual Sites"). At such Manual Sites, Card Sales will be effected and recorded in accordance with procedures prescribed by WEX and a supplemental fee schedule to be agreed upon in writing by the parties.

1.4 AUTHORIZATION FOR MANUAL CARD SALES

Merchant shall effect no Manual Card Sales through use of an expired Card or when advised, upon authorization inquiry, that the Card is not to be honored. Merchant shall make an authorization inquiry to WEX or such authorization center as may be designated by WEX from time to time by telephone or other designated means before effecting any Manual Card Sales.

If Merchant is unable to obtain an authorization for a Manual Card Sale due to the fact that the communication facilities designated by WEX are at the time not operable, Merchant may make a Manual Card Sale. WEX will establish dollar limits for the amount of exposure WEX will accept on the above Manual Card Sales. These limits are currently \$20.00 per transaction and \$200.00 per day per location. WEX reserves the right to change these limits from time to time. All Manual Card Sales which exceed the established limits, both per transaction and in the aggregate, shall be at the credit risk of Merchant. Merchant shall never make a Manual Card Sale without specific authorization where Merchant believes or has reason to believe that the Card may be counterfeit or stolen or the transaction is in any way fraudulent or otherwise suspicious.

Upon approval by WEX or a designated authorization center, Merchant shall write the authorization number given by WEX or the authorization center on the Sales Slip. If the authorization inquiry is disapproved, Merchant shall follow the instructions of WEX or the authorization center, including without limitation the use of its reasonable efforts, by reasonable peaceful means to retrieve any Card which it is instructed to retrieve.

1.5 SINGLE TRANSACTION

On a Manual Card Sale, Merchant shall not divide the price of goods and services purchased in a single transaction among two or more Sales Slips.

1.6 SPLIT PAYMENT

Merchant shall effect no Card Sale when only a part payment is made by use of a Card, and the balance is made by another card.

1.7 CARD SALES WITHOUT CARDS

No Card Sales shall be made unless the Card is presented at the time of sale.

1.8 PRODUCT DISPUTE POLICY

Merchant shall maintain a fair and reasonable policy with regard to the exchange, return and adjustment for Products purchased with the Card.

1.9 SIGNAGE

Merchant will not install any signage promoting the Card Programs without the prior written consent of WEX.

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