

MULTI SERVICE FUEL CARD CARDHOLDER TERMS & CONDITIONS

These Multi Service Fuel Card Cardholder Term & Conditions (“Terms”) establishes the rights and responsibilities of the organization to whom the fuel card is issued (“Cardholder”) and Shell MS Fuel Card, LLC. (“Company”) who hereby mutually agree as follows:

1. FUEL CARD OVERVIEW

Company is engaged in the business of providing a commercial trucking and fleet purchase program for fuel and other goods and services (the “Fuel Card”) as set forth in these Terms and Conditions, including Cardholder’s Application, all Cardholder Purchase Policy(ies), Customer Term Sheet(s), and all applicable Fee Schedule(s) (as they may be amended by Company from time to time) (the “Cardholder Agreement” or “Agreement”). Cardholder requests that Company provide the purchase program and, through its signature(s), use, and/or continued use of such Fuel Card(s), accepts the following terms and conditions governing the use and payment of the Fuel Card, as they may be amended from time to time by Company.

Company is not a seller of merchandise. Company provides credit, prepaid, and billing services only. Company neither sells nor warrants the goods or services obtained from merchants who accept Company’s Fuel Card for payment (“Merchants”). Company’s sole function is to furnish credit, prepaid, and billing services; Company does not warrant any merchandise or services from any source obtained by the use of Company’s credit, prepaid, or billing services. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO ANY SUCH GOODS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

2. FUNDED FUEL ACCOUNTS (KNOW YOUR CUSTOMER) AND USE BY CARDHOLDER

- a. The “Fuel Card Account” is a prefunded Fuel Card account sponsored by Cardholders factoring company redeemable via plastic card and/or digital code only at participating Merchants within the contiguous United States and the provinces of Canada up to the available balance on such account. Cardholder represents and agrees that all accounts will only be used for business or commercial purposes and at no time shall any accounts be used for personal, family or household purposes.
- b. The “Fuel Card Account” is funded by the sponsoring factoring company at the direction of the Cardholder. Cardholder acknowledges the funding of the Fuel

Card account is strictly between the Cardholder and sponsoring factoring company.

- c. For the issuance of a Fuel Card Account, Cardholder agrees to comply with all Company Know Your Customer requirements. Company's Know Your Customer process and may include, but are not limited to, verifying and reviewing filings with relevant tax authorities, state business filings, carrier 411 and SAFER, business address(es), EIN, and contact information regarding Cardholder, its parent(s), subsidiaries, affiliates, and/or principals.

3. PAYMENT

- a. The Fuel Card Account is not a credit product, and Cardholder must keep enough money in Cardholder's Fuel Card Account to pay for each transaction. Cardholder understands that transaction processing for Cardholder's Fuel Card Account is generally real time however, in the event transaction settlement is delayed, the Cardholder must therefore accurately and diligently account for transactions against Cardholder's Fuel Card Account balance. Cardholder is responsible for any amount that is charged in excess of Cardholder's Fuel Card Account balance and any associated third-party fees incurred by either Cardholder or the Company or both on account of such excess charge. If Cardholder accrues a negative balance on Cardholder's Fuel Card Account, Company may deduct the negative balance amount and related third-party fees, if any, from any current or future funds on the Fuel Card Account or any other account of Cardholder with or through the Company.
- b. Cardholder will reimburse the Company for any negative account balance and accrued third-party fees upon the closure or termination of Cardholder's Fuel Card Account or within thirty (30) days of the first charge that created the negative balance.

4. CARDHOLDER PURCHASE POLICY

- a. Cardholder will select purchase policies during customer setup. Purchases granted by Merchants, its employees, or agents that vary from Cardholder purchase policies and were not authorized by Company, its employees, or agents will not be paid to Merchant by Company or billed to Cardholder by Company, unless Cardholder approves charges.
- b. The Cardholder represents that the purchases under the purchase program are for business or commercial purposes only and not for personal, family or household purposes.
- c. Cardholder agrees that, for purposes of this Agreement, use of the card(s) provided by Company includes the retention or use of the Fuel Card Account by (i) the Cardholder as named on it, (ii) any person or entity under Cardholder's direction, authority, or control, and (iii) any Merchant to whom the Cardholder or

any person or entity under Cardholder's direction, authority or control has, at any time provided account information for charging or billing purposes ("Authorized Users"). Cardholder agrees to designate Authorized Users for its account and recognizes that only Authorized Users can make account changes.

- d. The Cardholder is liable for any unauthorized use of the card(s) and associated Company products, including Insta Money® Checks.
- e. Cardholder is solely responsible for ensuring the password integrity and security of online access of its account(s) and ensuring passwords and account information are only available to Authorized Users. In the event there is a change in Cardholder's Authorized Users, the Cardholder is solely responsible for updating passwords and Authorized User information with the Company to ensure its account(s) cannot be accessed by former employees or users who are no longer authorized. Any charges to Cardholder's account(s) due to passwords and Authorized Users not being updated are the sole responsibility of the Cardholder.
- f. Cardholder acknowledges that at no time will an agent of the Company contact the Cardholder and request Cardholder to provide account passwords, banking information, card numbers or any other account information that can be used fraudulently. Any charges incurred by the Cardholder because of providing aforementioned account information will be the sole and exclusive responsibility of the Cardholder. Company shall have no liability for losses, claims, or liabilities attributable to Cardholder's provision of any such information to third parties.
- g. Cardholder agrees to have daily transaction and spending limits in place on all cards based on the spending needs of drivers. Cardholder agrees to safeguard all cards issued for its account(s), and to secure cards by utilizing identification codes such as Driver IDs, PIN #s, and/or Vehicle IDs. Cardholder further agrees to implement certain Purchase Policies for use of its cards.
- h. Any fraudulent charges that result from Cardholder failing to implement the Security Measures outlined in Section 5, item g. of the Cardholder Purchase Policy will remain the sole responsibility of the Cardholder.
- i. The Company reserves the right to audit Cardholder purchase controls at its sole discretion and deactivate the Cardholder account if the account is found to not feature proper Security Measures.

5. FEES

- a. Cardholder understands Company may assess certain fees associated with the use and maintenance of Cardholder's Fuel Card Account. All fee schedules agreed to by Cardholder will be provided to Cardholder upon the shipment of the Fuel Card Account cards and will be reflected in Cardholder's Customer Term Sheet. All fee charges will be itemized and accounted for in Cardholder invoices. All fee documentation will be kept on file with the Company for the duration of the Cardholder's account remaining active with the Company. All Cardholder fee

schedules that were agreed to during sales process and pre-date these Terms & Conditions remain intact and are consented to by the Cardholder. Cardholder's use of the card(s) associated with its account shall constitute its acceptance of and agreement to pay all such fees. Cardholder's continued use of the card(s) associated with its account after being notified of any changes to fees shall constitute its consent to all such changes.

- b. In the event the Company amends any applicable Cardholder fee schedule due to program changes, the Company will provide the Cardholder written notice of fee changes. Cardholder's continued use of its Fuel Card(s) shall constitute Cardholder's assent to, and agreement to pay, any changed fee amounts or revised fee schedules.

6. NETWORK FUEL DISCOUNT POLICY

Cardholder understands through use of Company's Fuel Card, it will have access to certain network fuel discounts ("Fuel Discounts") for purchases at participating Merchant locations. Such Fuel Discounts are offered through agreements between the Merchant and the Company and will be reflected on Cardholder's billing statement. Cardholder understands any network Fuel Discount is provided based on the agreements negotiated between Company and Merchants, is subject to alteration or expiration in accordance with any agreements between Company and Merchant and could be discontinued at any time by the Merchant and/or Company. Cardholder understands that should it default in its payment obligation to the Company, it may forfeit any Fuel Discount previously owed.

7. CARDHOLDER MERCHANT DIRECT FUEL DISCOUNT POLICY

In the event the Cardholder has been awarded a Merchant per gallon fuel discount specific to their account ("Direct Discount"), notwithstanding any billing card platform limitations, the Company will honor the Cardholder Direct Discount for the amount directed by the Merchant and discounted amount will be reflected on Cardholder's billing statement. Cardholder understands that all Cardholder Direct Discounts are contracted between the Merchant and Cardholder and may be modified pursuant to the terms and conditions offered by the Merchant. Company will accommodate any changes to a Direct Discount requested by a Merchant.

8. TRANSACTION DISPUTES OR PROCESSING ERRORS

Cardholder agrees it will diligently review each of its account statements upon receipt for any potential errors or discrepancies. To the extent Cardholder believes it has identified any potential errors or discrepancies, Cardholder must notify Company within ten (10) days of Cardholder's receipt of the first statement identifying the disputed transaction(s) or alleged processing error(s). Company shall not undertake any review or investigation of, or be responsible or liable for, any transaction disputes or processing errors more than

ten (10) days after Cardholder's receipt of the subject statement(s). To the extent Cardholder identifies any transaction disputes or processing errors verified and validated by Company, Company will make commercially reasonable efforts to correct any such disputes prior to the issuance of Cardholder's next account statement.

9. NOTICE OF LOSS THEFT OR UNAUTHORIZED USE & CARD CANCELLATION POLICY

Cardholder shall notify the Company promptly of any lost, stolen, or compromised card(s) or to cancel card(s). Cardholder is responsible for all purchases or charges of any kind on all lost, stolen, compromised, or cancelled card(s) prior to notification of cancellation to Company by phone at 877-673-5338.

10. TERMINATION

This Agreement may be terminated at any time by either party by giving written notice. Such termination will be effective immediately upon receipt of the written termination notice by the other party unless such notice states that termination will be effective at some later date and time. Upon termination, Cardholder agrees to destroy all remaining fuel card and Insta Money® check inventory. Company agrees to refund any unused funds on the account within 30 days of termination date.

11. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time, services related to Cardholder's Fuel Card Account may be inoperative. When this happens, Cardholder may be unable to use its card(s) or obtain information about its card(s). Cardholder should notify Company if it has any problems using its card(s). Cardholder agrees that Company will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Company be liable for extended interruptions due to failures beyond Company's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

12. ACCEPTANCE OF TERMS AND AMENDMENTS

Use of any accounts or cards by the Cardholder named on it/them constitutes acceptance of all terms and conditions contained in this Agreement. Any terms and/or conditions in the Agreement may be amended by Company effective upon at least 15 days' prior written notice (and if no effective date is given in such notice, then 15 days from the date of such notice). Use of any card(s) by the Cardholder after notice of any changes or amendments shall constitute Cardholder's acceptance of such amended terms or conditions. Usage by the Cardholder includes the retention or use of the account(s) by (i) the Cardholder as named on it/them, (ii) any person or entity under Cardholder's direction or control, and (iii) any merchant to whom the

Cardholder or any person or entity under Cardholder's direction, authority or control has, at any time provided account information for charging or billing purposes.

13. ASSIGNMENT AND CHANGE OF CONTROL

- a. For purposes of this section, "Change of Control" means (1) the sale of all or substantially all the assets of a party; (2) any merger, consolidation or acquisition of a party with, by or into another corporation, entity or person; or (3) any change in the ownership of more than fifty percent (50%) of the voting shares or membership interests of a party in one or more related transactions.
- b. In the event of a Change of Control of Company, this Agreement shall be unaffected and shall remain in full force and effect. Company may assign this Agreement in its entirety or transfer any of its rights, interests or obligations in this Agreement to any parent, affiliate, successor, or third party without recourse effective immediately upon written notice to Cardholder.
- c. Cardholder may not assign this Agreement or transfer any of its rights, interests or obligations under this Agreement to any third party at any time. Any attempt by Cardholder to do so shall immediately be void and ineffective, and Company may immediately terminate this Agreement, retract all credit lines, and cancel all Fuel Card Account cards held by Cardholder in such event.
- d. Cardholder agrees to inform the Company of any potential Change of Control of Cardholder at least sixty (60) days prior to the effective date of such Change of Control event. Company reserves its right to inquire of any proposed new ownership and/or management of Cardholder and conduct a renewed Know Your Company review of Cardholder as contemplated in Section 2 above. Company further reserves its right to continue this Agreement with Cardholder's new ownership or management, in its sole discretion.

14. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of Florida without regard to its principles on the conflict of laws. Cardholder agrees the state or federal courts for Johnson County, Kansas shall be the exclusive venue of any disputes related to this Agreement, and Cardholder further agrees and submits to personal jurisdiction over it of the state and federal courts within the State of Kansas regarding any such disputes. Notwithstanding, the Company may, at its sole and exclusive option, choose to pursue legal action against the Cardholder in any state in which the Cardholder does business or where jurisdiction may otherwise be proper.