

MULTI SERVICE FUEL CARD CARDHOLDER TERMS & CONDITIONS

Shell MS Fuel Card, LLC. (“Company”) and the party executing the Account Application and these Terms and Conditions (“Cardholder”), hereby 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 products 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 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 and billing services; Company does not warrant any merchandise or services from any source obtained by the use of Company’s credit 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. CREDIT LINE(S) AND USE BY CARDHOLDER

- a. Company may, in its sole discretion, extend credit and establish accounts for use by Cardholder. 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. For the issuance of a line of credit, Cardholder agrees to comply with all Company underwriting requirements. Company’s underwriting process and creditworthiness checks 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, bank accounts, and obtaining and reviewing credit reports regarding Cardholder, its parent(s), subsidiaries, affiliates, and/or principals.

- c. The Company reserves the right to review Cardholder's account(s) or, as applicable, its principals, parents, subsidiaries and affiliates for verification of financial solvency at any time and if desired, request Cardholder to provide official and finalized supporting financial documents within two (2) business days from the date of the request. All financial statements submitted by Cardholder shall have been prepared consistently year over year and shall be in accordance with the books and records of the Cardholder.
- d. Company can reduce or retract Cardholder credit lines in its sole discretion at any time without prior notice and assumes no responsibility or liability for any lost revenue or consequential damages alleged by the Cardholder to be attributable in any way to a credit line retracted or reduced by Company. In the event of a credit retraction or reduction, the Company will use commercially reasonable efforts to notify the Cardholder in advance of reduction or retraction.
- e. To secure all of Cardholder's obligations and liabilities to Company under this Agreement, and all obligations and liabilities of Cardholder to Company under any other document or agreement between Cardholder and Company executed from time to time, the Cardholder hereby grants to Company, if the Company desires, a continuing lien and security interest in all of Cardholder's accounts, accounts receivable, equipment, inventory, instruments, deposit accounts, chattel paper and all general intangibles. Cardholder agrees that it will not sell or assign any of its accounts or accounts receivable, or any chattel paper or instrument, without the prior written consent of Company which such consent may be conditioned upon, in Company's sole discretion, any such buyer agreeing to pay directly to Company the amounts to be paid in connection with any such sale or assignment.

3. PAYMENT

- a. Cardholder shall make payments to the Company, or the Company's designated agent, according to the payment terms provided by Company, as may be amended or altered from time to time in Company's sole discretion.
- b. Cardholder agrees to Electronic Funds Transfer ("EFT") as the sole method of payment, either by authorizing Company to automatically deduct funds from its designated bank account or by submitting funds to Company via Cardholder-initiated EFT. Any other potential payment method(s) may only be authorized by Company in its sole discretion.
- c. Company is authorized to initiate payment on Cardholder's Billing Date as disclosed in the Customer Term Sheet delivered to Cardholder, and as may be amended from time to time. This authorization is to remain in effect until Company is notified, in writing, of Cardholder's cancellation of its card(s) and account(s) and all balances due are paid to Company.

4. RETURNED PAYMENTS AND PAST DUE BALANCES

- a. If any attempted payment by Cardholder is returned unpaid to Company (“Returned Payment”), Cardholder is subject to a Returned Payment administrative fee that may be up to 15% of Returned Payment amount. Cardholder is also subject to a \$50 Returned Payment bank service fee for each Returned Payment. If Cardholder’s bank or Cardholder for any reason should fail to timely pay any amount due Company, Cardholder understands and agrees that Company may immediately suspend all cards held by Cardholder and draw, levy, or set off any unpaid balance(s) against any letter(s) of credit or other security held by the Company to secure payment of Cardholder’s account(s). Any payments received will be applied first to the past due balance, then to any new purchases.
- b. Returned Payments may subject Cardholder’s account(s) to a creditworthiness review by Company and can result in a permanent loss or reduction of Cardholder’s credit line.
- c. Cardholder agrees it shall be liable to Company for all costs and expenses incurred by Company in collecting any past due balances and/or enforcing its rights under this Agreement, including but not limited to, late charges, filing fees, court costs, and reasonable attorneys’ fees, if any, incurred by Company to collect all amounts due on Cardholder’s account(s).
- d. Past due balances will be assessed a late charge of 1.5% of the total outstanding balance per month.
- e. Funds wired to the Company by the Cardholder to reconcile a Returned Payment amount will be applied according to the Company’s payment application schedule.

5. 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 credit 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 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) as a result of passwords and Authorized Users not being updated are the sole responsibility of the Cardholder.
- f. Cardholder understands the only way to deactivate a Fuel Card associated with its account, so that it can no longer be used to purchase fuel or other authorized items, is through MSFleet Portal or by contacting Company's Customer Support at (877) 673-5338.
- g. 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 as a result 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.
- h. Cardholder agrees to have daily transaction and spending limits in place on all cards based on 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.
- i. Any fraudulent charges that result from Cardholder failing to implement the Security Measures outlined in Section 5 of the Cardholder Purchase Policy will remain the sole responsibility of the Cardholder.
- j. 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.

6. ONE TIME PIN (OTP)

- a. OTP is a security feature designed to enhance the protection of Cardholders' account and transactions. It provides an additional layer of authentication by verifying a driver's identity through a temporary, single-use code generated through the Company's mobile application. All drivers on your account must create a mobile application profile within the application on their mobile application device and be approved as an authorized Cardholder or Authorized User as a driver ("Authorized Driver") associated with your account.
- b. OTP should be used in combination with other purchase controls and security features to ensure maximum account security. Company is not responsible for misuse or fraudulent activity committed by Authorized Driver or Authorized User.
- c. Cardholder is responsible to remove driver's access to Cardholder account as necessary when driver leaves, is terminated, or Cardholder otherwise determines access is no longer authorized.
- d. Cardholder and Cardholder's drivers are responsible for ensuring the security of the OTP. Do not share your OTP with anyone. If you believe your OTP has been compromised, contact the Company immediately.
- e. Company accepts responsibility for any fraudulent activity determined to be a result of a systemic failure or issue. Company is not responsible for fraudulent or unauthorized transactions determined to be the result of Cardholder, Authorized Driver or Authorized User's failure to maintain security of the account including purchase controls, account access credentials, sharing of OTP or other account details that maybe used to compromise the account or card.
- f. Cardholder understands that if Cardholder chooses to opt out of the OTP service it may leave your cards unnecessarily exposed to skimming fraud. Cardholder accepts full responsibility for any consequences that may arise from this decision.

7. FEES

- a. Cardholder acknowledges that the Company may charge various fees for the use and maintenance of the Fuel Card Account. Program Maintenance Fees range from \$0 - \$10 per month. Fuel Transaction Fees range from \$0-\$2 per transaction. Money Fees range from 0%-3% of the transaction amount. All fees will be detailed on the Cardholder's invoices. By using the card(s) linked to this account, the Cardholder agrees to pay all applicable fees. Continued use of the card(s) after receiving notice of any fee changes indicates the Cardholder's acceptance of those changes.

- b. In the event 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.

8. 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 Company, it may forfeit any Fuel Discount previously owed.

9. COMMUNICATIONS

- a. **Text Messaging.** Company may send you text (SMS) messages at the phone number(s) you provide us. By using our service, you acknowledge your understanding and agreement that:
- b. These messages may include operational messages, as well as marketing messages. For example, you will receive messages on the status of your credit application, updates on your billing and/or payment status. You may also receive text messages tracking your progress in our promotional programs.
- c. You may opt out of receiving marketing text messages at any time by sending an email to customerservice@msfuelcard.com indicating that you no longer wish to receive such texts along with the phone number(s) of the mobile devices receiving the texts or by texting "STOP" from the mobile device receiving the messages. You may continue to receive text messages for a short period while the Company processes your request and you may also receive text messages confirming the receipt of your opt-out request.
- d. Text messages may be sent using an automatic telephone dialing system.
- e. Your agreement to receive text messages is not a condition of any purchase or use of the service.
- f. Standard data and message rates may apply whenever you send or receive such messages, as specified by your carrier. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

- g. **Email.** We may send you emails concerning our products and services as well as those of third parties. You may opt out of promotional emails by following the unsubscribe instructions in the promotional email itself.

10. 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.

11. TRANSACTION OR BILLING DISPUTES

Cardholder agrees it will diligently review each of its billing 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 thirty (30) days of Cardholder’s receipt of the first billing statement identifying the disputed transaction(s) or alleged billing error(s). Company shall not undertake any review or investigation of, or be responsible or liable for, any transaction or billing disputes more than thirty (30) days after Cardholder’s receipt of the subject billing statement(s). To the extent Cardholder identifies any transaction or billing disputes verified and validated by Company, Company will make commercially reasonable efforts to correct any such disputes prior to the issuance of Cardholder’s next billing statement.

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

Cardholder shall notify 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 any and all lost, stolen, compromised, or cancelled card(s) prior to notification of cancellation to Company by phone at 877-673-5338.

13. TERMINATION

This Agreement may be terminated at any time by either party by giving written notice. Such termination will be effectively 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 pay the sums due Company according to the above payment procedure. Cardholder agrees to destroy all remaining fuel card and Insta Money® check inventory. During the term and upon termination of this Agreement, Cardholder shall have the responsibility to pay all amounts incurred or costs associated with Cardholder's account whenever incurred.

14. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time, services related to Cardholder's Fuel Card(s) 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.

15. 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 from time to time by Company effective upon no less than 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.

16. 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 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 Cards held by Cardholder in such event.
- d. Cardholder agrees to inform 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 underwriting and/or creditworthiness review of Cardholder as contemplated in Section 2 above. Company further reserves its right to retract or reduce any established credit lines, cancel one or more Fuel Card(s) issued by Company, or continue this Agreement with Cardholder's new ownership or management, in its sole discretion.

17. 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, 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.

18. DEFAULT PROVISIONS

In the event Cardholder defaults in payment of its obligation to Company, Cardholder irrevocably authorizes Company, at Company's option, to notify any person or entity providing financing to Cardholder or purchasing any account from Company (each a "Lender/Factor") of such default and Cardholder hereby irrevocably directs and authorizes any such Lender/Factor to wire directly to Company any funds available to such Lender/Factor as such Lender/Factor funds Cardholder or any funds received by such Lender/Factor as a payment on any accounts purchased by such Lender/Factor from Cardholder, until the balance from Cardholder to Company is paid in full.

I hereby authorize Shell MS Fuel Card, LLC. to obtain credit reports in connection with this Agreement and my application and to obtain credit information from my bank. All financial information submitted in support of this Account Application and Agreement is true and complete in all respects. By signing the Account Application, I certify that I am authorized to make the application and enter into this Agreement on behalf of the entity seeking credit from Company.