

**CORPAY MASTERCARD®  
FUEL CARD & AP AUTOMATION  
CLIENT AGREEMENT**

**Summary of Rates, Fees, and Other Costs**

<b>Important: Please review this agreement so you are fully informed about your terms and conditions.</b>			
<b>Fees – Fuel Card</b>		<b>Amount / When Charged</b>	<b>For Details</b>
<input type="checkbox"/>	Membership	\$0 per account per month for 10 or more active cards; \$149 per account per month for 9 or fewer active cards	Fuel Card Section 3.1
<input type="checkbox"/>	International Acceptance	1.1% of the purchase amount	Fuel Card Section 3.2
<input type="checkbox"/>	Late Payment	For a late payment, the Late Fee is equal to the greater of \$99 or 17.99% of the New Balance	Fuel Card Section 4.2
<b>Fees – Accounts Payable (AP) Automation</b>		<b>Amount / When Charged</b>	<b>For Details</b>
<input type="checkbox"/>	ACH payment	\$0.35	AP Automation Section 6.1
<input type="checkbox"/>	Check payment	\$1	AP Automation Section 6.1
<input type="checkbox"/>	Foreign Exchange	1.5% of transaction	AP Automation Section 6.1
<input type="checkbox"/>	Payments Funded Via Credit Card	2.9% of transaction	AP Automation Section 6.1
<input type="checkbox"/>	International Wire	\$25	AP Automation Section 6.1
<input type="checkbox"/>	Payment Errors	\$25	AP Automation Section 6.2
<input type="checkbox"/>	Document Volume Rate (per month)	<ul style="list-style-type: none"> <li>• 1 - 500 documents: \$0.50 each</li> <li>• 501 - 1000 documents: \$0.45 each</li> <li>• 1001 - 2000 documents: \$0.40 each</li> <li>• 2001+ documents: \$0.35 each</li> </ul>	AP Automation Section 6.3

Mastercard® is a registered trademark of Mastercard International, Incorporated. Corpay Mastercards are issued by Fifth Third Bank, N.A.® pursuant to license by Mastercard®.

***This Agreement contains the Terms of Service for both the Fuel Card and AP Automation features of this product, as well as General Terms applicable to both the Fuel Card and AP Automation features of this product. The Fuel Card Terms of Service begin on page 2. The AP Automation Terms of Service begin on page 7. The General Terms and Conditions begin on Page 16.***

## FUEL CARD TERMS OF SERVICE

### DEFINITIONS & ACCEPTANCE TERMS – FUEL CARD

1 **Definitions.** As used in these Fuel Card Terms of Service:

**Account** means the *Mastercard* account established for you and any account created via an addendum to these Fuel Card TOS. These include all Corpay-branded Mastercards, including but not limited to *Corpay Mastercard*, *Corpay One Mastercard*, or *Corpay One Fuel Mastercard*. **Fuel Card Terms of Service or Fuel Card TOS** means this document, the Application (if any) you completed when applying for the Account (the “**Application**”), the approval letter (if any) we sent to you that approves your Application, and any addendum to these Fuel Card TOS. In the event of a conflict between any such other document and this document, this document will control unless specifically provided otherwise in the other document. **Authorized Representative** means the person(s) identified as your representative(s) on your Application for this Account. **Bank Account** means any business bank account that you have designated on the Application or by written notice to us for electronic fund transfer (EFT), automated clearinghouse (ACH), or other electronic transfers of money to pay amounts due on your Account. **Billing Cycle** means the period of time for which transactions will be accepted and a Statement for the Account will be provided. **Card** or **Cards** means the *Corpay Mastercard* card or cards issued to you. **Cardholder** means the person presenting the Card to a merchant. **Client** and **you** and **your** mean the business entity that applied for this Account. **Corpay** and **we** and **our** and **us** mean Corpay Technologies Operating Company, LLC, a Louisiana limited liability company. **Credit/Spend Limit** means the maximum amount of credit that we will extend to your Account. **Daily Amount** means the amount incurred for all transactions on a calendar day. **Due Date** means the date upon which your payment is due to us as stated next to the Amount Due/Total Amount Due on your Statement or as otherwise stated by Corpay. **Guarantor** means the person(s) identified on your application or a separate guaranty document (if any) who guarantees as an additional obligor that you, as the principal obligor, will comply with these Fuel Card TOS and pay all amounts owed to us. **Issuing Bank** means Fifth Third Bank, N.A.<sup>®</sup>, headquartered in Cincinnati, Ohio, or another financial institution, that issued your Card or Cards to you. **Statement** means the billing statement for your Account provided at the end of each Billing Cycle.

2 **Acceptance.** You accept these Fuel Card TOS by providing your consent in the application process. We may change the terms of these Fuel Card TOS at any time by giving you written notice of such changes. You shall be deemed to have accepted such changes by continued use, after the effective date of the changes, of any Card issued to you on this Account.

### COST & PAYMENT TERMS – FUEL CARD

3 **Program And Other Fees.**

3.1 **Membership Fee.** We will charge, and you agree to pay, a Membership fee of \$149 per account per month if your Account has less than 10 active fleet cards per month, or \$0 per account per month if your Account has 10 or more active fleet cards per month. An active fleet card is defined as a card that has been used at a fuel merchant location that provides line-item transaction data on fuel purchases in the five (5) weeks prior to your Statement issue date.

3.2 **International Card Acceptance.** We reserve the right to prevent Cards from working outside of the United States. In the event that the Card is allowed to make international purchases, the transaction amount will include a Mastercard Currency Conversion Assessment Fee of twenty (20) basis points (0.2%) of the purchase amount and may include a Mastercard Cross-Border Fee of up to ninety (90) basis points (0.9%) of the purchase amount depending on the merchant location’s processor. Mastercard may update these rates at any time with or without prior notice.

3.3 **Card Creation and Delivery.** If you desire one or more replacement cards, you must notify us via the online account management system or by calling customer service.

3.4 **Rebate/Volume Discount.** Rebates, if applicable to you, are available only if your Account is open and is not in default of the payment terms provided in these Fuel Card TOS. Aviation fuel, bulk fuel, and international fuel purchases, as well as transactions at non-qualifying gasoline merchants, are excluded from any rebate program.

4 **Billing.**

4.1 **Billing.** Your Billing Cycle was agreed upon during the application and account setup process. We may shorten your Billing Cycle at any time by providing you with written notice. You must notify us of a change in your address by contacting customer service by telephone or mail. We will mail or deliver a Statement to only one address.

- 4.2 Amount Due/Total Amount Due. The total outstanding balance (the amount you owe us) appears as the “Amount Due” or “Total Amount Due” on your Statement.
- (a) **Payments:** *This is not a revolving credit account. The Amount Due/Total Amount Due shown on each account statement is due and payable by the Due Date shown on the statement.* The Amount Due/Total Amount Due includes current transactions, applicable service fees, amounts past due, late fees, and other applicable charges. Unpaid charges and fees become part of the principal obligation for subsequent billing periods. We can accept late or partial payments, as well as payments that reflect “paid in full” or other restrictive endorsements, without losing any of our rights under these Fuel Card TOS.
- (b) **Late Fee:** If the Amount Due/Total Amount Due is not received by the Due Date (*i.e.*, a “Late Payment”), you agree to pay a Late Fee equal to the greater of \$99 or 17.99% of the New Balance.
- (c) **New Balance:** The New Balance is the portion of the Amount Due/Total Amount Due that is not received by the Due Date plus any additional amounts owed as of the close of the next succeeding Billing Cycle. If, however, your Due Date falls after the beginning of the next succeeding Statement date, then the New Balance is the portion of the Amount Due/Total Amount Due that is not received by the Due Date.
- 5 **Payment Methods.** The following terms apply to each of the following payment methods.
- 5.1 Due Date / Payment Cut-Off Time. If received by 11:59 p.m. Eastern Time on a business day (Monday through Friday of each week, excluding banking holidays), conforming check payments (as defined in Section 5.2), client-initiated online payments, and pay-by-phone payments will be credited to your Account as of the date received, otherwise such payments will be credited to your Account the next business day.
- 5.2 Client Check. You may submit payment by valid check. To be considered a conforming check payment, it must be recognized by the lockbox facility as “conforming,” which requires the following criteria: a single check without check skirt; sent in the envelope provided by us; with the remittance coupon (from the lower portion of the Statement); one check per Account per Statement. Non-conforming check payments will be credited to your Account as of the next business day or the first day that we can identify the account to which the check belongs, but in any event no later than two (2) business days after receipt.
- 5.3 Client Initiated Online Payment. You may submit payment via the online account management system.
- 5.4 Pay by Phone. We may initiate, at your request, payment by phone either through a customer service representative or Interactive Voice Response (IVR) system.
- 5.5 Corpay Initiated EFT/ACH Payment. We may initiate, at your request, a debit to your Bank Account to facilitate payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your Bank Account. You represent, warrant, and covenant that your Bank Account was established for business purposes and not for personal or household purposes. You agree to be bound by the National Automated Clearing House Association Operating Rules, as amended from time to time (“NACHA Rules”). For daily billed Clients, we will initiate a debit to your Bank Account to pay the Amount Due/Total Amount Due on the previous business day. We may also debit your Bank Account to pay the amount charged to the Account any time the balance of the Account reaches the Credit/Spend Limit. The exact time that your Bank Account will be debited may vary depending on the processing capabilities of the bank at which your Bank Account exists. We may change your debiting cycle at any time by providing you with written notice. To change your Bank Account, you must contact a customer service representative.
- 5.6 Credit Balance. We will return any credit over twenty-five dollars (\$25) if the amount has been on the Account longer than three (3) months. We reserve the right to write-off credit balances equal to or less than twenty-five dollars (\$25) if they have been on the Account longer than three (3) months and may reduce the amount of any credit balance by the amount of new charges posted to the Account.

## FUEL CARD TERMS OF SERVICE & ACCOUNT/CARD USE TERMS – FUEL CARD

### 6 Your Fuel Card Terms of Service, Account, and Cards.

- 6.1 These Fuel Card Terms of Service. These Fuel Card TOS supersedes all prior agreements regarding the Account, Card(s), and contents of these Fuel Card TOS and deviations from it are not valid unless confirmed in writing. These Fuel Card TOS will not be presumptively interpreted for or against any party. Each party intends that these Fuel Card TOS will not benefit, or create any right or cause of action in or on behalf of, any third-party. If any provision of these Fuel Card TOS is declared invalid, the validity of the remaining provisions will not be affected. Whenever possible, each provision of these Fuel Card TOS will be interpreted in such a manner as to be valid. No delay or omission by either party to exercise any right under these Fuel Card TOS will impair or be construed as a waiver of such right or any other right. Except for payment obligations, neither party is liable for delays or failures in performance of any obligations under these Fuel Card TOS due to a cause beyond its reasonable control. Nothing in these Fuel Card TOS will be construed to create a joint venture,

- partnership, employment, or agency relationship between the parties.
- 6.2 Credit/Spend Limit. You will not allow your unpaid balance, including unbilled transactions, fees, and other charges on the Account, to exceed your Credit/Spend Limit at any time. We may increase or decrease this Credit/Spend Limit at any time with or without providing notice to you. We may decide, at our own discretion, to (a) decline or approve any transactions made after you exceed the Credit/Spend Limit, (b) lock the Account until the balance due is paid in full, or (c) impose card velocity (*e.g.*, transaction size) limits on the Account. In order to periodically re-evaluate the Account's Credit/Spend Limit, you agree to allow us to obtain credit reports on you and/or any Guarantor whenever we deem necessary.
- 6.3 Security Deposit / Reserve Amount. You may be required to provide a security deposit to us. In the event you default or otherwise fail to perform any obligation owed to us, you authorize us to use, without notice or demand, the security deposit funds to satisfy any such default or obligation. You represent that the security deposit is made in the ordinary course of your business, and that the security deposit is not a transfer made on account of any antecedent debt. No trust relationship is created between us and you as a result of your payment and our acceptance of the security deposit. You authorize us to commingle the security deposit with other funds. We may require an increase in the security deposit amount at any time. We will return the security deposit to you upon termination of the account and your full performance of your obligations to us.
- 6.4 Your Responsibility. You are unconditionally responsible for the payment and performance when due of all obligations owed on the Account. You agree to pay such amounts according to the terms of these Fuel Card TOS. You are solely responsible for the use, maintenance, administration, and security of the Cards and any driver identification numbers, passwords, personal identification numbers, vehicle identification numbers, employee identification numbers, or other information necessary to access the Account or to use any Card issued on the Account, including, but not limited to, distributing Cards to, and collecting Cards from, your employees and agents. All transactions in which a valid/unlocked Card number was used in conjunction with a valid/active identification number will be considered to be authorized transactions in which you are fully responsible for payment. You shall be solely responsible for monitoring fleet management reports, transactions, Statement balances, and receipts as well as reviewing and replying to any fraud alert notifications. Notwithstanding any other provision in these Fuel Card TOS, you shall be responsible for any loss or misuse of Cards by your employees and agents or others who obtain possession or use of Cards issued to you. You are responsible under these Fuel Card TOS for all use of all of the Cards issued on the Account to the fullest extent permitted by law.
- 6.5 Guarantor's Responsibility. Each Guarantor unconditionally and irrevocably, and jointly and severally, guarantees the payment and performance when due of all obligations owed by you on the Account, without deduction for any set-off, counterclaim, or withholding. Each Guarantor acknowledges and agrees that: this is a guaranty of payment and performance when due, and not of collection; Guarantor's obligations are not and shall not be subject to any counterclaims, offsets, or defenses of any kind; our delay or failure (if any) to take action regarding the obligations owed on the Account does not limit or prohibit us from enforcing our rights, or eliminate or reduce Guarantor's liability, under these Fuel Card TOS; and the obligations owed on the Account (and Guarantor's obligations under these Fuel Card TOS) may be, in whole or in part, amended, modified, increased, extended, or renewed without notice to or further assent from Guarantor. Each Guarantor, as an element essential to this transaction, expressly waives: any and all rights to compel us to proceed against Client or any other party before proceeding against, or as a condition to proceeding against, Guarantor; any defense based upon our failure to proceed against Client or any other party before proceeding against Guarantor; and diligence, presentment and demand for payment, protest, notice of acceptance, maturity, extension of time, change in nature or form of the guaranteed obligations (including, without limitation, composition, the amount of, or the terms of, the guaranteed obligations), notice of any material adverse change in Client's financial condition or any other fact which might materially increase the risk to Guarantor with respect to any of the obligations owed on the Account or all other demands whatsoever. Each Guarantor, as an element essential to this transaction, also expressly waives the benefit of all provisions of law which are or might be in conflict with the terms of these Fuel Card TOS. Guarantor's responsibility as to the obligations provided for herein is irrevocable, continuing, absolute, and unconditional and binds their respective heirs, administrators, representatives, successors, and assigns.
- 6.6 Lost or Stolen Cards. You shall report all lost or stolen Cards to us immediately via a phone call to customer service or via the online account management system identifying the Card number and such other details concerning the loss or theft of the Cards as are known by you. You understand that you are liable for: (a) all transactions made with lost or stolen Cards until twenty-four (24) hours after the time we receive your notice of such lost or stolen Cards; (b) any fraud or misuse of the Account or Cards by your employees, representatives,

- or agents; and (c) all unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. You agree that if at any time you have been issued ten (10) or more open Cards at your request, then you waive any and all limitations of liability for unauthorized use. This provision does not apply to misuse of Cards by Cardholders, for which you are always obligated. You and Guarantor(s) agree to and acknowledge full liability for any losses resulting from any failure to report the loss or theft of Card(s).
- 6.7 Preauthorized Charges. If you default, if a Card is lost or stolen, or if we change your Account or account number for any reason, we may suspend automatic charges on the Account to third-party vendors for insurance premiums or other goods or services. If preauthorized charges are suspended, you must contact the third-party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.
- 6.8 Non-Transferability; Revocability; Property. All Cards and any and all rights and privileges to which its holders are entitled are not transferable and may be revoked for any reason, without prior notice to you and with no liability to us, at which time any credit extended hereunder shall be revoked and all sums owed by you to us shall be due and payable. All Cards remain our property and, upon our request or if a Card or Account is cancelled, shall be returned to us.
- 6.9 Our Right to Suspend or Terminate. We, at our sole discretion, may suspend or terminate any Card, Account, or related service provided to you at any time.
- 6.10 Your Right to Cancel. If you desire to cancel any particular Card, but not the Account, you must notify us via the online account management system or by calling customer service. Your liability for purchases made using a canceled Card shall end twenty-four (24) hours after we receive notice of your cancellation. You may terminate this Agreement and, therefore your Account, as provided in the General Terms and Conditions.
- 6.11 Mastercard® and Fuelman Purchasing. When you use your Card at a merchant location that accepts Mastercard®, the Card will transact purchases via the Mastercard® network, unless such merchant location accepts both Mastercard® and Fuelman cards, in which case the Card may transact purchases via the Fuelman network. Merchant locations that accept Fuelman cards may be found using the online site locator at [www.fuelman.com/sitelocator](http://www.fuelman.com/sitelocator).
- 7 **Contacts and Notices.**
- 7.1 Business Owner/Account Principal. The “Business Owner(s)” and/or “Account Principal(s)” and/or “Fleet Contact(s)” listed on the Application are authorized to provide us with the information necessary to establish your Account records and Cards, including, but not limited to vehicle, driver, and card-user related information. We are authorized to send all Account information and your Cards to the Fleet Contact’s attention.
- 7.2 Authorized Representative. The Authorized Representative is authorized to provide us with payment information about payments on the Account and will be our primary contact for the Account.
- 7.3 Change In Ownership. You must notify us immediately in the event of any sale of a majority ownership of your equity, any sale of a majority of your assets, any merger, reorganization, or other transaction which results in a change of your ownership.
- 7.4 Servicing and Collections. If we need to contact you to service your Account or to collect amounts you owe, you authorize us (and our affiliates, agents, and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it. In the event that your Account is turned over to a collection agency or an attorney who is not our salaried employee for collection of unpaid amounts or otherwise to enforce these Fuel Card TOS, you agree to pay all costs, fees, and expenses of such agency or attorney plus the costs and expenses of any legal action, including, without limitation, court costs and out-of-pocket expenses.
- 8 **Representations and Warranties.** You represent, warrant, and covenant to us as of the date of your application and on the date of each extension of credit under these Fuel Card TOS that:
- (a) You are duly organized, validly existing, and in good standing under the laws of the state of your formation. You have the power and authority to own property and to carry on business as presently conducted and to execute and deliver, and enter and perform, your obligations under these Fuel Card TOS.
  - (b) The execution, delivery, and performance of these Fuel Card TOS have been duly authorized by all necessary organizational action. These Fuel Card TOS has been duly executed and delivered by you and Guarantor, and constitutes the legal, valid, and binding obligations of each such party, enforceable against such parties in accordance with these Fuel Card TOS, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting the enforcement of creditors’ rights

- generally and by general principles of equity.
- (c) The execution, delivery, and performance of these Fuel Card TOS by you and Guarantor will not violate any applicable law, rule, or regulation or the charter, bylaws, or other organizational documents of such parties or any judgment, order, or ruling of any governmental authority.
  - (d) The financial and other information furnished by you and Guarantor in your application, or otherwise, is true, correct, and complete in all material respects.
  - (e) Cards issued to you will be used only by your employees and agents and will not be distributed or resold to other companies without our express written consent.
  - (f) You shall ensure that all persons to whom you provide a Card for the purchase of fuel are instructed in safe and proper fueling procedures. You shall comply, and you shall cause your employees and agents to comply, with all applicable local, state, and federal laws and regulations pertaining to the dispensing and use of fuel at merchant locations as well as all safety notices posted by merchants.
  - (g) YOU WILL USE THE CARDS SOLELY FOR COMMERCIAL PURPOSES AND SHALL STRICTLY PROHIBIT ANY PERSONAL USE BY THE USERS OF YOUR CARDS.
  - (h) YOUR BANK ACCOUNT WAS ESTABLISHED FOR BUSINESS PURPOSES AND NOT FOR PERSONAL, FAMILY, OR HOUSEHOLD PURPOSES.

## DEFAULT, LIMITATIONS, & DISPUTE TERMS – FUEL CARD

### 9 **Default.**

9.1 **Events of Default.** The occurrence of any of the following shall constitute an “Event of Default” hereunder:

- (a) You fail to pay any principal, interest, or other amount payable in respect of any obligation when due;
- (b) You fail to observe or perform any other covenant contained in these Fuel Card TOS;
- (c) Any representation or warranty made by you or Guarantor herein or in your application, or otherwise, proves untrue in any material respect as of the date of the making or furnishing thereof;
- (d) Either you or Guarantor (i) make an assignment for the benefit of its creditors; (ii) admit in writing its inability to pay its debts as they become due; (iii) file a petition under any applicable insolvency, debtor relief, or reorganization statute, including without limitation, the United States Bankruptcy Code; (iv) are subject to an involuntary petition under any applicable insolvency, debtor relief, or reorganization statute; (v) appoint or consent to the appointment of any receiver, conservator, liquidating agent, or committee in any insolvency, readjustment of debts, marshaling of assets or liabilities, or similar proceedings of, or relating to you or Guarantor, or any substantial portion of their assets; or (vi) take any corporate action for the purpose of effecting any of the foregoing; or
- (e) Guarantor shall terminate or contest the validity or enforceability of Guarantor’s guaranty hereunder or Guarantor’s guaranty hereunder shall be determined to be invalid or unenforceable for any reason.

9.2 **Remedies Upon Event of Default.** Without limiting any of our rights or remedies provided elsewhere in these Fuel Card TOS, or by applicable law, or in equity, or otherwise, at any time after any Event of Default, we will have and may exercise, at our election, any and all rights and remedies available at law, in equity, or otherwise, including, without limitation: (i) declaring the entire unpaid balance of the obligations hereunder or any part thereof immediately due and payable, whereupon it shall be due and payable; and (ii) demanding payment from the Guarantor.

### 10 **Limitations.**

10.1 **Card Acceptance.** We, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device, and may limit the number of transactions allowed on your Account in one day, one week, or one month. These restrictions are primarily for security and fraud control reasons. Additionally, if your Account is over the Credit/Spend Limit or delinquent, we may decline to authorize additional transactions. We will have no responsibility or liability for any merchant’s, person’s, or machine’s rejection of or refusal to honor a Card or accept a transaction on your Account. You agree there shall be no liability to us, or any other company or entity, if for any reason any merchant should fail to allow purchases, fail to authorize transaction(s), or fail to operate in any other manner.

10.2 **Merchant Limitations.** The personnel (if any) at a merchant location are not our agents or employees and we are not responsible for the products or services rendered by any of the merchants or any other liability or damage which arises from their action or negligence.

10.3 **Card Purchasing Controls.** Cards may not be used for certain purchases, including but not limited to ATM cash access, money transfers, escort/dating services, online gaming, gambling, illicit drug transactions, or unlawful purposes. Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to specific merchant types, maximum transaction dollar amounts, maximum

number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps typically do not automatically shut off at a Card's transaction dollar limit. We establish these standard parameter controls as a means of assisting you in limiting purchase abuse and fraud. While we attempt to control the use of the Card to the parameters selected, you agree to pay for all transactions on the Account regardless of whether such transactions are within or outside the parameters established for each Card.

10.4 Claims. All claims for defective fuel, services, merchandise, or maintenance must be made to the merchant operating the merchant location where the item was purchased. Any claim for defective fuel, services, merchandise, or maintenance is waived unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise or maintenance giving rise to the claim.

10.5 WARRANTY DISCLAIMER. CORPAY AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

11 Dispute Resolution.

11.1 Disputed Transactions. To dispute any transaction on your Statement, you must notify us in writing as set forth below within fifteen (15) days of the date of your Statement. Notice should be submitted via the online account management system or written notice sent to: Attention: Customer Service, CORPAY ONE, P. O. Box 1239, Covington, LA 70434. Your written notice must include the following information: your name; Account number; date of the Statement; dollar amount and identification of the transaction(s) in question; and any possible explanation of the error. We will promptly investigate the matter and respond to you within sixty (60) days after receiving written notice. We shall not be responsible for, and you shall waive, any discrepancies or disputes that you do not report to us in writing within fifteen (15) days after the date of your Statement. You must provide reasonable cooperation in any investigation, litigation, or prosecution arising in connection with the use of a Card.

## AP AUTOMATION TERMS OF SERVICE

### DEFINITIONS AND ACCEPTANCE – AP AUTOMATION

As used herein, “**Customer**,” “**you**” or “**your**” means the (i) entity that has been approved to use the Software and Services and has accepted these AP Automation Terms of Service (these “**APA TOS**”) and (ii) its employees, agents, contractors, representatives, and delegates that access or use the Services. Your use of and access to the Software and Services is governed by these APA TOS. “**Services**” means the automated accounting solutions and related services Corpay One, Inc. provides to you under these APA TOS, including but not limited to providing Business Payment Solution Provider services, and “**Software**” means the software made available to you in connection with the Services. **Corpay One** and **we** and **our** and **us** mean Corpay One, Inc. By establishing a user account, submitting an invoice, or by using the Software or Services, either through our **Site** ([www.corpayone.com](http://www.corpayone.com)) or our App, you agree to be bound by these APA TOS. We may update these APA TOS without prior written notice at any time and in our sole discretion by posting an updated version on our Site or by email. Any updates or changes to these APA TOS will be in effect as of the “**Last Updated Date**” referenced in these APA TOS. Your continued use of the Site, Software, or Services after the Last Updated Date will constitute your acceptance of and agreement to such updates. If you do not agree to the Agreement or these APA TOS, or if you do not agree to any updates to these APA TOS, do not use the Site, Software or Services. Capitalized terms are defined in Section 11 below.

**Acceptance:** When you agree to these APA TOS, you do so on behalf of yourself and any employee, agent, contractor, representative, delegate, or other person that you entitle or authorize to use your Corpay One account, as well as on behalf of your employees, agents, contractors, representatives, or delegates that access or use the Software or Services. You are responsible for providing all disclosures and obtaining all consents and authorizations needed to accept these APA TOS for others. When you agree to these APA TOS, you also agree to our End User License Agreement as it may be updated or amended from time to time.

**Payment Authorization Agreement:** By agreeing to these APA TOS and completing the required payment information to designate a Payment Source (as defined in Section 1(b) below), you hereby authorize Corpay One, or

its bank or processor, to initiate debit/credit entries to your Payment Source via an electronic funds transfer or a charge to the designated credit card on file for: (a) each Transaction initiated by a User; (b) for Auto Pay Transaction (or other recurring payments) that have been set up in Workflow, and (c) for all Fees due to Corpay One pursuant to the Agreement (collectively, the “Payment Authorization”). You authorize each Transaction and agree to be bound by the NACHA Rules. You also authorize us (or our bank or processor) to make correcting debits and credits to the Payment Source used in order to correct errors. You understand that a valid Payment Source is required to use the Services. If you wish to revoke your Payment Authorization and discontinue use of the Services, you must notify Corpay One at least ten (10) days in advance by email at [support@corpayone.com](mailto:support@corpayone.com); provided, however, you understand that this Payment Authorization will remain in effect after termination of these TOS and until all of your obligations to fund Transactions and pay Fees have been paid in full. In the event you change your Payment Source, you will notify Corpay One by updating your Payment Source on file with us, and this Payment Authorization will apply to the new payment method. You will cooperate with us to recover and return any amounts erroneously debited from or credited to your account(s) you have linked as a Payment Source.

## 1. Services – AP AUTOMATION

- a. Overview. We make the Services available to you to automate payment of your business-to-business Supplier invoices and related accounting functions. You may (i) upload invoices to our Site using your computer, mobile device or accounting software, (ii) pay invoices using our Software and Services, and (iii) automate work flows. Payments initiated through Corpay One may be synched with various accounting software. Customers may be charged a Fee, if applicable, either at the time of payment submission or on a monthly basis.
- b. Payment Sources. Before using the Services, you must designate at least one (1) Payment Source. Such Payment Source(s) will be used for all Transactions requested by you pursuant to the Services and to pay Fees that are due under the Agreement. You acknowledge and agree that you are required to maintain at least one valid Payment Source for the payment of Transactions and the payment of Fees throughout the term (“Term”) of the Agreement (as defined in the General Terms and Conditions). You represent and warrant that each of your Payment Sources was established for business purposes and not for personal, family or household purposes. You agree to provide updates to the payment information for your Payment Sources throughout the Term.
- c. Supplier Payment Acceptance; Suppliers Outside the U.S. If the Supplier accepts credit cards or debit cards through any other payment channel, or if the Supplier is located outside the United States (U.S.), then you are not permitted to use a credit card or a debit card to pay such Supplier using the Services. You acknowledge that you will not select a credit card or debit card as your Payment Source if the Supplier accepts credit cards or debit cards through any other payment channel or if the Supplier is located outside the U.S.
- d. Transaction and Payment Instructions. When you submit a Supplier invoice to us, you direct us to deliver your payment instructions for such invoices in order to complete payments in accordance with these APA TOS. Payments are made to the Supplier using your designated Payment Source based on the invoice and payment hierarchy information you provided. Corpay One will determine, in its sole discretion, the form of payment to be used to deliver the payment to the Supplier and will forward to the Supplier the remittance information that you provided to Corpay One. You acknowledge and agree that you accept all risks associated with the non-performance of the Supplier.

You acknowledge that Corpay One: (i) is not a bank or money services business (“MSB”) as defined under the Bank Secrecy Act’s implementing regulations; (ii) is not a money transmitter as defined under state statutes and regulations; and (iii) does not offer banking services, MSB services, or money transmission services. You acknowledge that Corpay One does not guarantee or have control over and does not have any liability for: (a) the products, services, or other consideration that you receive from your Suppliers; (b) the accuracy of the invoices; and/or (c) whether any payment of any invoice received from you will be made within the timeframe agreed to between you and any particular Supplier.

- e. Transactions. For ACH Transactions, the amount of the invoice and any applicable Fees will be electronically debited from your Payment Source. ACH Transactions will be originated in accordance with the rules of the National Automated Clearing House Association Operating Rules, as amended from time to time (the “**NACHA Rules**”) and Article 4A of the Uniform Commercial Code (“**Article 4A**”). For Card Transactions, the amount of



the invoice and any applicable Fees will be debited or credited against your Card, as applicable, and such Transaction will comply with the applicable payment card network rules (“**Network Rules**”). You agree to comply with the cardholder agreement applicable to your Card. For Card Transactions, you agree to provide a valid Card (*i.e.*, a Card that is not expired) and, for all Transactions, you agree that invoices submitted for payment are for bona fide, legitimate business transactions arising out of Supplier’s usual trade or business. In the event that (i) a Supplier is paid twice for an invoice amount, or (ii) we cannot charge the invoice amount to your Payment Source and the Supplier has received payment for the invoice amount, you authorize us (or our processor) to charge such invoice amount to another Payment Source you have designated for the Services or other payment source acceptable to us.

- f. Invoices. For each Supplier invoice you submit for payment, Corpay One will forward remittance information provided by you to the applicable Supplier in accordance with these APA TOS. You are responsible for reviewing and verifying all information contained in an invoice before submitting such invoice to Corpay One. Each time you submit an invoice to Corpay One, you represent and warrant that: (i) such invoice is for legitimate business purposes; (ii) such invoice is not for personal, family, or household purposes; and (iii) the individual submitting the invoice is authorized by you to execute payment instructions on your behalf. You are responsible for maintaining the confidentiality of your user ID and password(s) used to access the Services and you are responsible for all transactions conducted using the user ID and password(s) you use to access the Services. By submitting an invoice, Customer confirms that the total amount listed in a single invoice is the amount being approved for payment to Supplier and that all amounts are listed in U.S. dollars.
- g. Employee Expense Reimbursements. We may also provide you with the option to submit invoices for Customer’s bona fide business expenses that have been paid by an employee of Customer. If you allow your employees to submit such invoices on your behalf, then the terms of these APA TOS apply as if Customer had submitted such invoice. Each employee reimbursement invoice that is submitted for payment will require: (i) Customer’s approval prior to payment and (ii) payment by ACH Transaction to the relevant employee’s bank account. Customer acknowledges and agrees that in no event will the Services be used to pay wages, payroll, salaries, or other compensation to Customer’s employees.
- h. Your Information. You agree to provide us with complete, accurate and true information about Customer, including all updates to such information throughout the Term. We may, at our option, require you to provide various identifying information that will allow us to properly identify Customer, which may include but not be limited to name, address, taxpayer identification number, and other information. Customer represents and covenants that: (i) Customer and any Supplier to whom Customer provides a payment for an invoice using the Services is not currently, and shall not become, subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits us from conducting business with you or a Supplier; and (ii) Customer shall provide to us, upon request, documentary and other evidence of Customer’s identity or the identity of any Supplier to whom Customer provides a payment for an invoice using the Services.

## 2. Customer’s Payment Authorization; Additional Terms Applicable to Transactions – AP AUTOMATION

- a. Manner and Timing of Processing. Corpay One cannot control and is not responsible for the time it takes financial institutions and payment service providers to process Transactions. If you request a payment of an invoice on a day that is not a Business Day, the payment will be processed on the next Business Day. ACH Transactions requested by you after 4:00 p.m. Eastern Time will be processed on the following Business Day. Please contact your Supplier for questions regarding the posting of payments to your Supplier account.

Funds transfers will be determined by the payment date you have requested, or automatically triggered based on logic designed to meet the payment date you have requested or the due date for the payment of Fees. You agree to maintain adequate funds in your linked Payment Sources to support the Transactions that you request. If we cannot collect Fees due via the Payment Source you elected, you authorize us to charge such Fees to another Payment Source you designated for the Services or other payment source acceptable to us.

- b. Changing Payment Sources. To change a Payment Source, you must add a second Payment Source and then delete the first Payment Source. All Payment Sources set up in the Corpay One Site are subject to the Payment

Authorization you provide to us. We will not complete any Transaction using a Payment Source after receiving a cancellation notice from you for such Payment Source provided that such cancellation notice was received by us with a reasonable amount of time in which to cancel future Transactions using such Payment Source.

- c. Recurring Transactions. We may, but are not required to, provide the ability to set up Recurring Transactions. If we offer, and you request, Recurring Transactions, then Customer shall provide written authorization specifying the frequency of the recurring charge and the duration of time during which charges may be made, for such Transactions to be charged to Customer's Payment Source. We will not complete any Recurring Transaction after: (i) you have logged into the Site and have cancelled the Recurring Transaction authorization with a reasonable amount of time in which to cancel future Recurring Transactions; or (ii) notice from our service provider that authority to accept Recurring Transactions has been revoked.
- d. Stop Payment Requests. You may make a stop payment request by contacting Corpay One Technical Support at [support@corpayone.com](mailto:support@corpayone.com) or by using the chat functionality to request assistance on making a stop payment request. Fees apply: see Section 6.2 of these APA TOS. If you request a stop payment, Corpay One will use reasonable efforts to act on such request but will not be liable if such stop payment request is not effected. Corpay One will work with you, for a Fee, to reverse a payment transaction once such transaction has entered the banking system, but you acknowledge that Corpay One may not have the ability to reverse such payment transaction.
- e. Returned Payments. If a payment is returned (including, but not limited to, ACH returns and wire returns), you will be charged a Fee in accordance with Section 6.2 of these APA TOS.
- f. Returns/Credits/Adjustments. If a Supplier issues any returns, adjustments, or credits to you in connection with the payment of an invoice using the Services, such credit must be made to the same bank account or Card account number on which the original Transaction was processed. We do not issue refunds of our Fees for Transactions.
- g. Chargebacks. If the value of a Card Transaction is disputed and returned by the Card issuing bank, you agree to resolve such dispute directly with the Supplier. Fees apply: see Section 6.2 of these APA TOS. Any amount, fee, fine, or third-party assessment incurred by us for any Transaction related to a chargeback, along with any overhead required for us to comply with any chargeback, shall be paid by Customer within five (5) Business Days after receiving notice from us.
- h. Ownership of Funds. On each Business Day during the Term, the Customer funds collected by First Citizens Bank or another financial institution ("**Bank**") will be held in a custodial account by Bank for the benefit of Customer (the "**Custodial Account**"). You acknowledge that Customer funds will be commingled with funds collected by Bank for other of our customers. We acknowledge and agree that Customer has an undivided beneficial ownership interest in the funds maintained in the Custodial Account. On any date during the Term, such undivided beneficial interest shall be a percentage equal to (i) the Customer funds deposited in the Custodial Account which have not been disbursed, divided by (ii) the aggregate of all funds on deposit in the Custodial Account. We agree to maintain and make available to you, upon reasonable request, detailed records relating to credits received into, and disbursements made from, the Custodial Account. Neither we, nor Bank, will commingle our funds with funds held in the Custodial Account, except for (a) Fees payable by you to us pursuant to our (or our service provider's) provision of the Services, and (b) any interest and other earnings accrued on the principal amount of all funds deposited into the Custodial Account. Any interest or other earnings accrued based on the principal amount of all funds deposited into the Custodial Account shall be deemed our funds and shall be deemed adequate compensation to us, in addition to the Fees, for administrating, protecting, preserving, and reconciling all such deposits.

### 3. Customer Obligations and Responsibilities – AP AUTOMATION.

- a. Information You Provide Corpay One. You are responsible for keeping all information you provide to Corpay One accurate and up-to-date, including the legal name of your entity and dba information if applicable, proper identification of your bank account(s), authorized controller, e-mail addresses, phone number, business address(es), and tax identification number (EIN). Corpay One will have no liability for relying on any information (including, without limitation, any Supplier payment information (as defined below)) provided by you. If the wrong bank account is debited or the incorrect Supplier is paid in reliance upon information provided by you,

Corpay One will work with you and attempt to recover the payment from the actual recipient(s), but you acknowledge that recovery may not be possible. Corpay One reserves the right to suspend or terminate your use of the Software and Services for providing inaccurate or incomplete information.

- b. Users, User IDs, and Passwords. You are responsible for your Users and their use of the Services. You acknowledge and agree that (i) all Users are authorized by you to use the Services on your behalf, and (ii) all Transactions and use of your Payment Source(s) using the Services are authorized by you. You shall ensure your Users comply with these APA TOS.

You are responsible for maintaining the confidentiality of the user ID and password you use to access and/or use the Software and Services, and you agree not to transfer such user ID and/or password, or lend or otherwise transfer access to and/or use of the Software and/or Services, to any third party. You agree to immediately notify Corpay One of any unauthorized use of, or any other breach of security related to, your user ID and/or password. Corpay One will have no liability for any loss or damage arising from your failure to comply with these obligations.

- c. Supplier Information. You shall provide the following Supplier information to Corpay One for each Supplier: Supplier name, address, and complete banking information (“**Supplier Information**”). You agree to maintain and update your Supplier Information on file with Corpay One throughout the Term. Corpay One is not liable for misdirected or incomplete payments due to your failure to provide updated Supplier Information in a reasonable time for Corpay One to implement and act on such updated information.
- d. Prohibitions and Limitations on Invoices. You agree not to submit any duplicate invoices or payment requests for Transactions. Your Payment Source will be debited/credited as applicable for any duplicate Transactions, and you shall be liable for any resulting returns or chargebacks. You agree not to submit any fraudulent invoices or payment requests for Transactions. You agree not to submit a payment request for any Transaction which originated with any source other than an invoice that Customer has received from a Supplier.

Customer shall not present any invoice or payment request representing a cash advance or the refinancing of an existing obligation of Customer including, but not limited to, obligations arising from the dishonor of Customer’s personal check and/or representing the collection of delinquent accounts on behalf of third parties.

Corpay One may refuse to pay any invoice received from you at its absolute discretion without any liability to you, provided that Corpay One shall attempt to notify you in advance unless prohibited by law or judicial order.

- e. Ongoing Representations and Warranties for all Invoices and Transactions. For each invoice submitted and each Transaction requested using the Services, you represent and warrant to us that: (i) each Transaction requested is genuine and is not the result of any fraudulent or prohibited purchase and is not being paid on behalf of any business other than Customer; (ii) each Transaction is the result of a bona fide direct purchase of goods shipped or delivered to Customer or services delivered to Customer in the total amount stated on the invoice and the resulting receipt; (iii) each return or credit, if any, paid to Customer by a Supplier is genuine and is not the result of any fraudulent, prohibited, or unlawful activity and is not being paid to Customer on behalf of any business other than Supplier; (iv) each credit voucher, if any, issued using the Services is a bona fide refund or adjustment on an accepted Transaction; (v) Customer has authorized the debiting and/or crediting of its Payment Source and the underlying account of Customer; (vi) each Transaction is for an amount Customer has agreed to; (vii) the Transaction amount does not contain tax amounts unless they are included on the Supplier invoice, in which case the tax amount must be included in the Transaction amount and not collected separately; and (viii) each Transaction is in all other respects properly authorized and approved by Customer.
- f. Notice of Errors/Unauthorized Transfers. You acknowledge and agree that payment errors may occur in the ordinary course of business in connection with the Services due to the actions or inactions of you, your Suppliers, or Corpay One, as applicable. You agree to immediately notify Corpay One via email at [support@corpayone.com](mailto:support@corpayone.com) or via chat on the Site upon learning of or suspecting any errors or inaccuracies in any payment or information related to any payment and cooperate with Corpay One to correct any payments made (or attempted to be made) that are misdirected, erroneous, duplicative, unauthorized, or fraudulent. When a payment error occurs, Corpay

One will work to resolve such payment error and will keep you informed during the resolution process, regardless of whose actions or inactions caused such payment error.

- g. You agree to regularly and promptly review all statements of account related to your Transactions and the Services, as well as all statements of account related to your Payment Sources. You agree to immediately notify Corpay One via email at [support@corpayone.com](mailto:support@corpayone.com) of any discrepancy between your records and those provided by us or our service providers, or with respect to any transfer that you believe was not authorized by you through the Services. If you fail to notify us in writing within twenty (20) calendar days after the date that we (or our service provider(s)) mail (by electronic delivery or paper) or otherwise provide or make available a statement of account or other report to you, you will be solely responsible for all losses or other costs associated with any erroneous or unauthorized transfer.
- h. You are liable for any Transaction that we (or our service provider) reasonably determine failed to comply with the NACHA Rules, these APA TOS, the Agreement, or our instructions, or that we (or our service provider(s)) determine is fraudulent or is not bona fide or is subject to any claim of illegality, cancellation, rescission, avoidance, or offset for any reason whatsoever, including without limitation, negligence, fraud, or dishonesty on the part of you or your agents, employees, or Users.
- i. Prohibited Transactions. You agree not to use Services for speculative purposes or any payments relating to:
  - a. Direct relationships with the Cannabis Industry
  - b. Adult Content or Services
  - c. Gambling Payments
  - d. MSB's
  - e. Illegal Activity and Drugs
  - f. Currency Exchange
  - g. Payments related to Lending
  - h. Third-Party Payment Processors
  - i. Banks
  - j. Guns and ammunition
  - k. Psychics
  - l. Internet Pharmacies
  - m. Essay Writing Services
- j. Restrictions on Use of Services. You agree to use the Services solely for your own internal business purposes. You and your Users shall not, directly or indirectly: (i) sell, lease, sublicense, or otherwise transfer the Services, Corpay One's Confidential Information, Software, or related systems and services; (ii) alter or permit a third party to alter any part of the Services, Corpay One Confidential Information, Software, or related systems and services; (iii) use or permit the use of the Services or Software to provide services to third parties; (iv) copy, modify, or make derivative works based on the Services or Software; (v) disassemble, decompile, reverse engineer, or otherwise attempt to derive source code or other trade secrets from the Services or Software; (vi) frame or mirror any of the Site pages or other content which are accessed as, or form part of, the Services or Software; (vii) use the Services or Software to knowingly transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (viii) knowingly interfere with or disrupt the integrity or performance of the Services, Software, or the data contained therein; or (ix) attempt to gain unauthorized access to the Services or Software.

**Confidential Information.** Corpay may from time to time disclose or make available Confidential Information to you. "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that we disclose to you, whether intentionally or inadvertently, including information about the our technology, trade secrets, know-how, business operations, plans, strategies, customers and pricing, financial information, employee information, and information with respect to which the we have contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing, (a) all of our information is and will remain the Confidential Information of Corpay One including the Service, Software, Specifications, and Documentation.

#### 4. Foreign Exchange – AP AUTOMATION.

Upon scheduling a payment that requires a currency translation (a “**Foreign Exchange Payment**”), you will be able to view the relevant currency rate as of the date on which such Foreign Exchange Payment is scheduled. Thereafter, the currency exchange rate may fluctuate, and the actual currency exchange rate applicable to such Foreign Exchange Payment will be the rate applicable at the time of payment initiation, which may differ from the rate displayed upon scheduling such Foreign Exchange Payment due to fluctuations in market exchange rates. Upon initiation of a Foreign Exchange Payment on the payment initiation date, you will have entered into a binding contract to purchase currency. You acknowledge that it may not be possible to cancel such purchase after the payment initiation date. If you request to stop or cancel a Foreign Exchange Payment after the payment initiation date, you are responsible for the payment of all bank fees and costs associated with canceling such Foreign Exchange Payment and returning funds, including any trading losses. Corpay One cannot guarantee the same currency exchange rate for all payments using the Services. Cambridge Mercantile Corp. (U.S.A.), a Delaware corporation and an Affiliate of Corpay One, will provide money transfer services in connection with Foreign Exchange Payments and holds all requisite licenses to provide such services. In the event that you use the Services to make payments to your vendors residing or located in the European Union, you acknowledge and agree that Corpay One is facilitating such payments at your behest and not in connection with the offering of Corpay One services to such vendors.

## 5. Equipment and Software.

To use the Software and Services, you must have your own Internet Service Provider (“**ISP**”) or other means of accessing the Internet, the necessary computer equipment, a compatible browser, an email address, and a Payment Source (if sending payments through our Services). Corpay One is not responsible for the actions or inactions of your ISP or other Internet access provider. Corpay One is not responsible for any error, failure or malfunction of your computer or software. Corpay One is not responsible for any security breach, compromise, intrusion, misuse, and/or failure (“**Security Breach**”) accomplished via, using, or exploiting your firewall, your computer hardware, your computer software, or your computer network through which you access the Software and/or Services.

## 6. Corpay One Fees.

6.1 Transaction Fees. You may direct Corpay One to make payment in one of several ways. For each payment type, we will charge, and you agree to pay: thirty-five cents (\$0.35) per ACH payment via bank or debit card; one dollar (\$1) per check payment via bank or debit card; 1.5% of the transaction amount converted for foreign exchange; 2.9% of the transaction for payments funded via credit card; and twenty-five dollars (\$25) per international wire payment.

6.2 Payment Error Fees. We will charge, and you agree to pay, a twenty-five dollar (\$25) fee for each of the following payment errors:

- a. Stop payment on initiated check;
- b. ACH return;
- c. Wire return
- d. Debit card chargeback
- e. Credit card chargeback; and
- f. Insufficient funds in designated payment source.

There is no charge for cancelling a payment before the payment is initiated.

6.3. Document Volume Fees. Depending on your chosen rate plan, you will be charged either on a flat-rate basis or on a per-document basis as follows:

- Per-Document Rate: You agree to pay, and we will charge, a fee for each document you upload per month as follows: fifty cents (\$0.50) for documents 1 – 500 in a month; forty-five cents (\$0.45) for documents 501 – 1000 in a month; forty cents (\$0.40) for documents 1001 – 2000 in a month; thirty-five cents (\$0.35) for documents 2001+ in a month. Documents that *are counted* toward your monthly uploaded documents include: bills, invoices (manually entered, e-mailed, uploaded and integrated), receipts, credit notes, and reimbursement receipts. These documents will be counted even if they are uploaded and deleted. Documents that *are not counted* toward your monthly documents are: Corpay One Mastercard® receipts and your Corpay One subscription bill paid via Stripe.

6.4 Fees and Invoicing. Fees apply to all applicable Transactions and will be billed either: (i) at the time of the Transaction or (ii) on a monthly basis within thirty (30) days from the first production transaction. Invoices shall be payable net thirty (30) days. You will be charged separately by Stripe (or other third-party processor designated by us) for each applicable Transaction. Corpay One is not responsible for fees charged to Suppliers, if any, by their bank for receiving your funds. If we add to or change our fees, Corpay One will provide you with thirty (30) days' notice of any change that results in a fee increase to you. All fees collected through Corpay One are denominated in U.S. dollars and are nonrefundable.

## **7. Software Ownership, License and Restrictions – AP AUTOMATION.**

Corpay One owns all of the right, title, and interest in and to the Software and Services. The Software and Services are protected by copyright, trademark, patent, and/or other intellectual property or proprietary rights and laws. Subject to your acceptance of and continued compliance with all of the terms and conditions of these APA TOS, Corpay One hereby grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use the Software solely in the format provided to you by Corpay One for the sole purpose of accessing and using the Services. Upon the expiration or earlier termination of these APA TOS, you agree to immediately cease using the Software and the Services.

You agree to use the Software and Services solely for your internal business purposes and not for any commercial purposes, except as expressly permitted herein. All rights not expressly granted to you hereunder are reserved to Corpay One and its licensors. You agree to use the Software and Services in accordance with all applicable laws, rules, and regulations. You agree that, if Corpay One reasonably suspects that your user account with Corpay One has been or is being used for any unauthorized, illegal, or criminal purpose, Corpay One may share information about you, your account with Corpay One, and any of your transactions, with law enforcement, provided that Corpay One shall attempt to notify you in advance unless prohibited by law or judicial order.

## **8. Changes and Modifications to Software and Services; Additional Terms – AP AUTOMATION.**

We reserve the right, in our sole discretion, to make any changes, amendments, modifications, or updates to the Services, or any portion thereof, that we deem necessary or useful to:

- a. Maintain or enhance the:
  - i. Quality or delivery of the Services,
  - ii. Competitive strength of or market for the Services,
  - iii. Cost efficiency or performance of the Services, or
  - iv. Update or otherwise modify the Services; or
- b. Comply with applicable law.

Certain Services may be subject to additional terms and conditions specified by us from time to time, including, but not limited to, service guides, user instructions, help center articles, terms of service, or other information regarding the Services delivered to you by email or published on the Site or in the App. Your use of such Services is subject to your agreement to those additional terms and conditions, which, upon your acceptance or use of such Services, will be thereby incorporated into the TOS by this reference.

## **9. Confidentiality and Privacy – AP AUTOMATION.**

Each party shall keep all information relating to the other party confidential, only use such confidential information for the purposes of performing its obligations under this Agreement or as otherwise authorized by these APA TOS, and may only disclose such information with the prior written consent of the other party or if required by applicable law except as otherwise indicated in these APA TOS. You acknowledge and agree that Corpay One may, without prior notice to you, disclose information to a government agency or third party empowered by such government agency to comply with (or to provide evidence of compliance with) anti-money laundering laws and regulations. You also acknowledge and agree that Corpay One may use your information (including, but not limited to, bill pay activity, bank account balance, and accounting system data for credit underwriting purposes) within Corpay One and its Affiliates, without the need for further consent from any person, to offer to you additional services from Corpay One or its Affiliates. Corpay One represents that it is and shall be in compliance with all applicable laws, including privacy laws and regulations. Neither Supplier payment information nor Supplier payment methods constitute information that can identify, either directly or indirectly, a natural person. Personally identifiable information, including without

limitation, a name, an identification number, location data, an online identifier, or one or more factors specific to a natural person's physical, physiological, genetic, mental, economic, cultural or social identity, should not be provided to Corpay One as it is not necessary to complete payment instructions to business entities. In the event that you use the Software or Services to make payments to your employees (solely for expense reimbursements in accordance with Section 1 above) or Suppliers residing or located in the European Union, you acknowledge and agree that Corpay One is facilitating such payments at your behest and not in connection with the offering of Services to such employees or Suppliers.

#### **10. Representations, Warranties, and Disclaimers – AP AUTOMATION.**

Each party represents and warrants to the other party that: (i) it has the power and authority to carry on its business as it is now being conducted and it is duly qualified to do business in each jurisdiction where the conduct of its business requires such qualification and where failure to qualify would have a material adverse effect on its operations; (ii) the execution, delivery, and performance of these APA TOS has been duly and validly authorized; (iii) it has all state and local authorizations, permits, registrations, consents, and licenses necessary for it to carry on its business as it is now being conducted; (iv) its execution, delivery, and performance of these APA TOS does not, and will not, violate any provision of any applicable state or local law, rule, regulation, ordinance, order, writ, judgment, injunction, decree, determination, or award; (v) its execution, delivery, and performance of these APA TOS does not, and will not, result in a breach of, or constitute a default under, any agreement to which it is a party or by which it is bound; and (vi) any and all information provided to the other party is true, accurate, and complete.

You additionally represent and warrant to Corpay One that (a) you are a corporate entity (and not an individual) registered, operating, and physically located in the U.S.; (b) you are not considered a shell bank, non-licensed bank, or MSB; and (c) you will obtain proper authorization to provide Corpay One with the information that is owned by and/or relates to any third party prior to providing such information to Corpay One. You acknowledge that Corpay One may, directly or through third parties, make any inquiries that Corpay One considers necessary to validate your identity and/or any information provided by you.

Corpay One additionally represents and warrants to you that Corpay One will perform the Services in accordance with the terms and conditions of these APA TOS and applicable law.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE APA TOS, TO THE FULLEST EXTENT PERMITTED BY LAW, CORPAY ONE DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS, OR SUITABILITY FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SOFTWARE AND SERVICES. THE SOFTWARE AND THE SERVICES ARE PROVIDED "AS IS" AND CORPAY ONE DOES NOT MAKE ANY WARRANTY THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, TIMELY, ACCURATE, OR ERROR-FREE UNLESS OTHERWISE EXPRESSLY STATED IN THESE APA TOS.

#### **11. Definitions.** As used in these APA TOS:

"ACH" means the Automated Clearing House paperless entry system operated by the Federal Reserve.

"Advisor" means you in your role as advisor to your Clients.

"Affiliate" means an entity or entities directly or indirectly controlling, controlled by, or under common control with a party to these APA TOS and "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a controlled entity, whether through the ownership of voting securities, by contract or otherwise.

"App" means the mobile application provided by Corpay One for use with the Services.

“Business Day” shall mean any day other than: (i) Saturday or Sunday; (ii) A day on which banking institutions in Arkansas are authorized by law or executive order to be closed; or (iii) A day on which the Federal Reserve Bank is closed.

“Card” means (i) a valid debit, credit, and/or prepaid debit card in the form issued under license from Visa U.S.A. Inc., Visa International, Inc., MasterCard International Incorporated, or Discover Network; or (ii) any other valid debit and/or prepaid debit card accepted as a Payment Source for use with the Services as designated by Corpay One from time to time.

“Client” means any account created by you via your Client Dashboard, or any account (other than your own) that is associated with your Corpay One account.

“Document” means a bill, invoice, receipt, credit note, or reimbursement receipt.

“End User License Agreement” means the terms and conditions applicable to your use of the App.

“Fees” mean the fees specified in the AP Automation portion of the Summary of Rates, Fees, and Other Costs.

“NACHA” shall mean the National Automated Clearing House Association and their associated Automated Clearing House (ACH) network.

“Payment Source” means a linked external bank account, debit card, credit card or other payment source allowed by us from time to time in our sole discretion.

“Recurring Transaction” shall mean Transactions which have been pre-authorized by Customer and for which the goods or services are to be delivered or performed in the future by Supplier without having to obtain approval from the Customer each time.

“Site” means the website maintained by Corpay One at [www.corpayone.com](http://www.corpayone.com), or other URL designated by Corpay One from time to time.

“Supplier” means the business entity that issues an invoice to a Customer and receives payment from such Customer via the Services in exchange for goods or services provided by Supplier to Customer.

“Transaction” means a transaction made using the Services.

“User” means (1) Customer and any employee, agent, contractor, representative, delegate of Customer, and (2) any other person that (a) Customer entitles or authorizes to use Customer’s Corpay One account, or (b) accesses or uses the Software or Services on behalf of Customer.

## GENERAL TERMS AND CONDITIONS

*The following General Terms and Conditions apply to both the Fuel Card and AP Automation products. Acceptance of the Fuel Card Terms of Service and AP Automation Terms of Service constitutes acceptance of these General Terms and Conditions. We may update these General Terms and Conditions at any time and in our sole discretion by providing notice to you.*

### **G.1 Definitions.** As used in these General Terms and Conditions:

“**Agreement**” means, collectively, the Fuel Card Terms of Service, the AP Automation Terms of Service, and the General Terms and Conditions.

“**Corpay**” “**we,**” or “**us**” means, collectively, Corpay One, Inc. and Corpay Technologies Operating Company, LLC.



Capitalized terms not defined in these General Terms and Conditions shall have the meaning ascribed to them in the Fuel Card Terms and Conditions or AP Automation Terms and Conditions, as the context requires.

**G.2 Term; Termination.** This Agreement has no fixed term, and you may terminate this Agreement for any reason by calling customer service or by providing written notice of the termination to Corpay. Corpay may terminate this Agreement at any time and for any reason. You remain obligated to pay for any and all transactions, balances, fees, and other outstanding amounts incurred up until midnight of the day we receive notice of such termination. With respect to the Services (as defined in the APA TOS), you acknowledge and agree:

- That upon termination of this Agreement, you shall cease using the Services (as defined in the APA TOS). In the event that you have prepaid for Services and we terminate your account before you receive the Services for which you have prepaid, we will refund such prepayment on a pro rata basis.
- That you are responsible for providing alternative payment means for the payment of your Supplier invoices.
- That any scheduled payments that have not yet been initiated will be cancelled and Corpay One will have no responsibility or liability for such payments. Within thirty (30) days following the effective date of termination of this Agreement, you may request a copy of your payment history in Corpay One's standard file format.
- That in the event of your breach or default under the payment terms of the APA TOS, Corpay One shall have the right to immediately suspend the Services.

**G.3 Call monitoring.** We may monitor and record any calls between you and us.

**G.4 Notices, Statements, and Other Communications.** Except as specified otherwise in this Agreement, all required notices, requests, demands, or other communications shall be in writing and shall be given by first-class, certified, or registered mail, postage prepaid; by facsimile (with confirmation by mail to be provided by the party giving notice); by reputable overnight delivery service; by personal delivery to the recipient; or, exclusively for our notices to you, by email to your email address on file with us. We may provide all written communications to you at the address or email address maintained in our records. Notices we send to you by e-mail will be deemed received 24 hours after e-mailing unless we receive notice that the e-mail was not delivered. Notices sent by courier will be deemed received upon actual receipt. Notices sent by regular mail will be deemed received three (3) Business Days after deposit in the mail with first-class postage prepaid. You may notify us of a change to your email address or physical postal address by updating your account online. Without limiting the foregoing, we may provide any notice to you by including the notice in a Statement provided to you. A notice will be deemed received on the actual date of receipt. Our address for notices is: Attention: Customer Service, Corpay One, P.O. Box 1239, Covington, LA 70434.

**G.5 Assignment.** You will not assign, including by operation of law, this Agreement or any right or obligation under this Agreement without our prior written consent. We may assign this Agreement, and any and all rights and obligations associated with this Agreement, upon notice to you.

**G.6 Subcontracting.** You agree that Corpay may engage any third party or parties in order to perform its responsibilities under this Agreement, provided that Corpay shall be responsible for such third party's performance.

**G.7 LIMITATION OF LIABILITY.** CORPAY AND ITS THIRD-PARTY SERVICE PROVIDERS OR SUPPLIERS WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION PROVIDED IN CONNECTION WITH THE USE OF THE SOFTWARE AND SERVICES (AS THOSE TERMS ARE DEFINED IN THE APA TOS), OR UNAUTHORIZED INTERCEPTION OF ANY SUCH INFORMATION BY THIRD PARTIES WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU, GUARANTOR, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT . IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS CORPAY LIABLE FOR ANY DIRECT DAMAGES, ANY

LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO CORPAY UNDER THIS AGREEMENT FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**G.8 Indemnification.** To the maximum extent allowed by law, you (the “**Indemnitor**”) will indemnify and hold harmless Corpay and its affiliates, directors, officers, employees, agents, third-party service providers, and suppliers (the “**Indemnitees**”) from and against any and all third-party claims, losses, damages, suits, fees, judgments, costs, and expenses (collectively referred to as “**Actions**”), including attorneys’ fees incurred in responding to such Actions, that the Indemnitees may suffer or incur arising out of or in connection with: (a) the Indemnitor’s (or its employees’ or agents’) negligence, willful misconduct, violation of any law or regulation, or breach of any representation, warranty, or other obligation under this Agreement; (b) any personal injury (including death), damage to property, or environmental clean-up and related costs, resulting from the Indemnitor’s or its employees’ or agents’ acts or omissions; and/or (c) any payment initiated and/or made by you using the Software and Services (as those terms are defined in the APA TOS), unless caused by an action or inaction of Corpay One not taken at your direction. The Indemnitees will give prompt notice of any Action to the Indemnitor, who will defend the Indemnitees at the Indemnitees’ request. We will have the right to, at your expense, assume the exclusive defense and control of any such claim, and you will not in any event settle any claim without our prior written consent.

**G.9 Force Majeure.** Each party shall be excused from performance under this Agreement for any period to the extent such party (“**Impacted Party**”) is prevented from performing any obligation, in whole or in part except for your obligations to make payments to Corpay hereunder, as a result of causes beyond its reasonable control and without its negligent or willful misconduct, including without limitation, the following force majeure events (“**Force Majeure Event(s)**”): (i) acts of God; (ii) fire, flood, earthquake, explosion, natural disasters, or other potential disaster(s) or catastrophes, such as pandemics, epidemics, or other widespread illnesses; (iii) war, acts of terrorism or other hostilities, riot or other civil disturbance; (iv) labor disputes, strikes, or other industrial disturbances; (v) governmental acts, orders, or regulations; (vi) acts of Mastercard; (vii) third-party nonperformance; (viii) failures or closures of financial institutions, including closures as a result of government action; (ix) failures or fluctuations in electrical power, heat, light, air conditioning or telecommunications equipment; and/or (x) such party having a reasonable belief that performing such obligation would violate any applicable law. In allocating the risk of delay or failure of performance of their respective obligations under this Agreement, the parties have not taken into account the possible occurrence of any of the Force Majeure Events listed herein or any similar or dissimilar events beyond their control, irrespective of whether such listed, similar or dissimilar events were foreseeable as of the date of this Agreement. The Impacted Party shall give notice within 10 business days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

**G.10 Dispute Resolution.** The parties agree that they will work in good faith to resolve any disputes arising under this Agreement. If the dispute cannot be resolved by the parties, then at our sole discretion, the dispute will be resolved by binding arbitration in compliance with the American Arbitration Association’s commercial arbitration rules or by litigation in accordance with the provisions below. The foregoing does not prohibit either party from seeking injunctive relief without first complying with this Section. You will reimburse Corpay for all of its costs and expenses (including collections and attorneys’ fees and costs) incurred in connection with enforcing any of Corpay’s rights under this Agreement.

**G.11 WAIVER OF JURY TRIAL; BINDING ARBITRATION.** You or Corpay may, without the other’s consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties arising from or in any way relating to the subject matter of this Agreement, a prior related account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, injunctive relief, or declaratory relief) such claims seek (a “**Claim**”). The party filing for arbitration must choose one of the following arbitration firms and follow its rules and procedures for initiating (including paying the

filing fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association, National Arbitration Forum, or JAMS. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law.

**Can I assert or participate in a class action?** To accommodate the right to arbitrate, you agree that you will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement, the Account (as defined in the Fuel Card TOS), the Cards (as defined in the Fuel Card TOS and the APA TOS), the Software (as defined in the APA TOS), the Services (as defined in the APA TOS), or any other aspect of your relationship with Corpay. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

**Who can be a party?** The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two (2) or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

**What Claims are subject to arbitration?** All Claims relating to the subject matter of this Agreement, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, injunctive relief, or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders, or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general, or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

**Whose Claims are subject to arbitration?** Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or authorized user of your Account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

**What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future are subject to arbitration.

**Broadest interpretation.** Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

**What about Claims filed in Small Claims Court?** Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

**How does a party initiate arbitration?** The party filing an arbitration must choose one of the following three arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association, JAMS, and National Arbitration Forum. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the three arbitration firms and forms and instructions for initiating arbitration by contacting them as follows: American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605,

website: [www.adr.org](http://www.adr.org); JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610, website: [www.jamsadr.com](http://www.jamsadr.com); and National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, website: [www.arbitration-forum.com](http://www.arbitration-forum.com). At any time, you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

***What procedures and law are applicable in arbitration?*** A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten (10) years of experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect your account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only with respect to the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

***Who pays?*** Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. All fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

***When is an arbitration award final?*** The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three (3) neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

***Survival and Severability of Terms.*** This arbitration provision shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale, or assignment of your Account, or any amounts owed under this Agreement, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

G.12 **Government Regulation.** Federal law requires all financial institutions to obtain, verify, and record information that identifies you (the applicant and any guarantor or co-maker) when you apply for or open an account. Therefore, we ask for various identifying information about you, which may include name, address, taxpayer identification number, and other information that will allow us to identify you. You also represent and covenant

that you and any Guarantor: (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you; and (b) shall provide to us, when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318.

G.13 Credit Reporting Agencies. In order to periodically re-evaluate the Account's creditworthiness, you agree to allow us to obtain credit reports on you and/or any "Account Principal(s)" listed on the Application and/or any Guarantor(s) of the Account whenever we deem necessary. You and any "Account Principal(s)" listed on the Application and any Guarantor(s) authorize us to report to any commercial credit reporting agency on your or Guarantor's performance under this Agreement, including but not limited to Dun & Bradstreet, Experian Business, or Equifax Credit Information Services. If the Account is personally guaranteed, we may report Account information to consumer credit reporting agencies, including but not limited to Equifax Credit Information Services, Experian Consumer, and TransUnion. You and Guarantor have the right to notify the consumer reporting agencies not to use its respective credit report in connection with a credit transaction it did not initiate. To do so, contact Equifax Credit Information Services, P.O. Box 740123, Atlanta, GA 30374-0123; Experian, P.O. Box 919 Allen, TX 75013; and TransUnion, P.O. Box 97328, Jackson, MS 39288-7328; or you and Guarantor may notify all three agencies by calling 1-888-567-8688.

G.14 Governing Law. **This Agreement was executed in Louisiana and is governed by the law of Louisiana, without regard to its conflict of laws principles.**

G.15 Electronic Communications Agreement: When you accept this Agreement or use the Software or Services, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

G.16 Privacy Policy. Please review our Privacy Policy, available online at <https://www.fleetcor.com/en/privacy-policy.html>. Our Privacy Policy explains how we treat your personal data and protect your privacy. We own any and all data we collect from you. Our Privacy Policy also explains your privacy rights, if any. By accepting this Agreement, you acknowledge that any information you provide or give us permission to access may also be used by our domestic and international subsidiaries, affiliates, and partners in connection with an offer of services to you.

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