

Wright Express® HEAVY TRUCK Account Application

1) The undersigned applicant/buyer ("Applicant") represents that the information given in this application is complete and accurate and authorizes Issuer (as defined below) to check with credit reporting agencies, credit references and other sources disclosed to confirm information given; 2) Applicant requests a business charge account, if approved for credit, and one or more business charge cards from the Issuer, which is Wright Express Financial Services Corporation ("Issuer"); 3) Applicant agrees to the terms and conditions set forth in the Business Charge Account Agreement (the "Agreement") provided with this application and/or provided with the business charge card(s). Use of any card issued pursuant to this application confirms Applicant's agreement to said terms and conditions; 4) If this Account is for a partnership or a proprietorship, a partner or principal must sign this application and the undersigned's personal credit will be used in making a credit decision and they hereby authorize Issuer to obtain a consumer report. In the event that this application is denied based upon information contained in a consumer credit report of the undersigned, they authorize the Issuer to report the reason for the denial to the Applicant. Direct inquiries of businesses where the undersigned maintains accounts may also be made; 5) Applicant agrees that they will make payment via Daily electronic debit in accordance with the terms and conditions of Electronic Fleet Payment in Section 4 of the Agreement; 6) Applicant agrees that in the event the account is not paid as agreed, Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. If you have any questions regarding this application, please call 1-866-231-8735.

| | | |
|--|---------|------|
| Full Legal Company Name of Applicant/Buyer | Phone # | Fax# |
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Write company name as you wish it to appear on cards. Limit of 20 characters including spaces. Unless specified, no company name will appear on cards.

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|------------|---------------|--|
| DBA or AKA | Subsidiary of | Applicant's Taxpayer ID # (TIN, FEIN or SSN) |
|------------|---------------|--|

| | |
|---|------------------------------|
| Headquarters Name, Physical Address and Phone # (Do not include PO Box) | SIC Code or Type of Business |
|---|------------------------------|

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|-----------------|-----------------|------|-------|-------|
| Billing Contact | Billing Address | City | State | Zip+4 |
|-----------------|-----------------|------|-------|-------|

| | |
|------------------------------------|----------|
| Principal(s)/Authorized Officer(s) | Title(s) |
|------------------------------------|----------|

| | | | | | |
|--------------------------|------------------------------|------------------------|--------------------|-------------------------------------|--|
| In Business Since (yyyy) | Year of Incorporation (yyyy) | Fiscal Year Start (mm) | Number of Vehicles | Avg Monthly Fuel Expenditures \$ | Avg Monthly Service Expenditures \$ |
|--------------------------|------------------------------|------------------------|--------------------|-------------------------------------|--|

Complete this Section Accurately. Select One: Corporation Partnership Proprietorship PC or PA LLC

If this account is for a company that has been incorporated less than three years, a partnership, a proprietorship, a professional corporation or association, or a limited liability company, you must complete the Personal Guaranty below.

Designate the person authorized to receive all charge cards, reports, and other such information Issuer provides from time to time and to take actions with respect to Applicant's account and account access. This is also the person designated by Applicant to provide all fleet vehicle, driver and other information Issuer may request.

| | | | |
|-------------------------|-------|---------|-------|
| Authorized Contact Name | Title | Phone # | Fax # |
|-------------------------|-------|---------|-------|

| | | | |
|---|------|-------|-------|
| Mailing Address (if different from billing address) | City | State | Zip+4 |
|---|------|-------|-------|

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|---------------|
| Email address |
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Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using below.

If you provide a valid email address above, you can select from these product type options:

- All Products Fuel & Service Fuel & Fluids with Roadside Assistance Fuel with Roadside Assistance Mix of card types

Check here if business is exempt from motor fuels tax (sales representative will provide further details)

If you are requesting less than 50 cards, you are eligible to check here to enroll in the WrightRewards™ program (\$45.00 annual fee)

INFORMATION SHARING DISCLOSURE: Issuer or its affiliates may, to the extent allowed by law, share information disclosed by or generated as a result of this application with each other, and with merchants accepting the card. In addition, information regarding Applicant's transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to Applicant.

Complete the Personal Guaranty below only if this account is for a: company that has been incorporated less than three years, partnership, proprietorship, professional corporation or association, or limited liability company.

PERSONAL GUARANTY (SEE ABOVE)

In consideration of Issuer financing purchases under the Business Charge Account Agreement (as the same may hereafter be modified, extended or amended, "the Agreement"), the undersigned guarantor ("Guarantor") hereby agrees to unconditionally personally guarantee payment and performance under any account established pursuant to this application, of any obligation of Applicant to Issuer or any assignee of Issuer, in the event the above Applicant fails to do so. This is a guaranty of payment and not merely of collection. Guarantor agrees to pay, upon demand, any amount owed by Applicant to Issuer and due under the Agreement. Issuer shall not be required to initiate any action against, nor exhaust any remedies with respect to Applicant or any other guarantor prior to making demand upon Guarantor. Guarantor hereby waives any notices regarding Applicant's account or this guaranty and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that in the event the account is not paid as agreed, Issuer may report Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Guarantor hereby agrees that Issuer may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of Guarantor. Guarantor waives any and all suretyship defenses. Personal credit of Guarantor will be used in making a credit decision and Guarantor hereby authorizes Issuer to obtain a consumer credit report of Guarantor. Direct inquiries of businesses where the undersigned maintains accounts may also be made. In the event this application is denied based upon information in a consumer credit report of Guarantor, Guarantor authorizes the Issuer to report the reason for the denial to Applicant.

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|----------------------------|------------|---------------|---------------------|
| Guarantor's Signature X | Print Name | Date of Birth | Social Security No. |
|----------------------------|------------|---------------|---------------------|

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| Guarantor's Residential Address – street, city, state, zip (Do not include PO Box) | Phone # | Date (mmddyy) |
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DAILY DEBIT AUTHORIZATION AGREEMENT

Payment via DAILY DEBIT (account balance is automatically debited from Applicant's account each night) is required for Heavy Truck customers, please complete the information below and attach a voided check to this Application. Daily Debit is subject to the terms and conditions located in Section 4 of the Heavy Truck Business Charge Account Agreement.

Banking Information

| | | | |
|-------------------|------|-----------------|-----|
| Bank Account Name | | Bank Account # | |
| Bank Name | | Routing (ABA) # | |
| Contact | | Phone | |
| Address | City | State | Zip |

Subject to and agreeing to be bound by the terms and conditions set forth herein, Applicant agrees to make payment of such amounts as Applicant may owe from time to time to Wright Express Financial Services Corporation, as Issuer of the Wright Express Heavy Truck Card, P.O. Box 57748, Salt Lake City, Utah 84157 ("Issuer") pursuant to the Business Charge Account Agreement, as amended from time to time, between Applicant and Issuer. Applicant authorizes Issuer to initiate debit or credit entries to Applicant's demand deposit account at Applicant's bank, and further authorizes Applicant's bank to accept such entries initiated by Issuer and to debit or credit such entries to Applicant's account without responsibility for the correctness of the entries. Issuer shall make such debit or credit for normal processing through a daily payment. In the event of a payment in error, or a payment due as the result of a resolved dispute, Applicant hereby authorizes Issuer to initiate any such credit or debit entries as applicable.

Applicant requests Issuer to fax daily notifications of the amount to be initiated for debit to our demand deposit bank account and Applicant agrees to the \$10.00 monthly notification fee. This notification fee is subject to change with 30 days notice. Even if there are no fueling transactions posted for the debit period, Applicant will receive a fax transmission from Issuer indicating that no debit transaction will be initiated

- PLEASE NOTE:**
1. Applicant's bank must be a member of the Automated Clearinghouse; and
 2. Applicant must attach a voided check to this Authorization Agreement.
 3. If you think your invoice is wrong, or if you need more information on a particular sale, call Customer Service as soon as possible. We must hear from you no later than 60 days from the invoice date on which the error or problem first appeared.
 4. Applicant must notify Issuer in writing 15 days prior to changing banks and enclose a voided check from the new bank.

Program Costs: \$40.00 one-time account setup fee, plus \$2.00 per card, per month.

AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of a business attests that the Applicant is a valid business entity, that, if applicable, the execution of this application has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf.

| | | | |
|----------------|------|------------|-------|
| Signature X | Date | Print Name | Title |
|----------------|------|------------|-------|

FOR OFFICE USE ONLY

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|--------------------|------------|--------------|--------------------|----------------------|
| Opportunity Number | Sales Code | Plastic Type | Coupon Code HTW | Account Number 04 |
|--------------------|------------|--------------|--------------------|----------------------|

Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

Please fax completed and signed application along with a copy of a voided check to 1-800-831-4019.

If you have any questions, please call toll-free 1-866-231-8735.

WRIGHT EXPRESS® HEAVY TRUCK BUSINESS CHARGE ACCOUNT AGREEMENT

1. **DEFINITIONS.** In this Business Charge Account Agreement (the "Agreement"), the following words have the following meanings:

"We," "us" or "our" refers to Wright Express Financial Services Corporation.

"You" and "your" refers to the business cardholder whose account is created under this Agreement.

2. **ESTABLISHMENT OF ACCOUNT.** We have established for you a charge card account under this agreement. Your account will be established for the use of purchases of goods and services for the business use of your company, family or household purposes. We will issue one or more to be issued accounts or charge cards to "Card" or "Cards" under this Agreement. You agree to pay for all purchases or other transactions using Cards in accordance with the terms of this Agreement. "Credit" will be authorized in our sole discretion and may be cancelled at any time without notice. Credit granted by use of a Card may include: (a) a loan by us to you equal to the amount of the Card transaction; and (b) a set of information and other services directly to you by us. You agree to pay us the face amount of all such credit obligations created by use of a Card and all additional charges provided herein.

3. **CREDIT LINE AND CAPACITY.** You agree that we may establish a credit line (limit) for your convenience, and that your unpaid credit purchases will not exceed your credit line. Your account may be suspended if your unpaid credit purchases exceed your credit line. You will be advised of your credit line when your account is approved. Notwithstanding anything to the contrary herein, you agree that we may change your credit line without notice from time to time based on our evaluation of your creditworthiness and other factors. You give us the right to investigate your business and/or your personal credit capacity and credit history. We are authorized to furnish information about you and your account to credit reporting agencies, affiliates, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information. In addition, information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

4. **BILLING AND PAYMENTS.** Purchases are due and payable in full by you upon billing. Your account will be delinquent if you do not pay it daily by direct debit using the Wright Express® Electronic Fleet Payment System ("EFPS"). Changes must be paid in full notwithstanding request for verification of means. Delinquent accounts will be subject to late fees, suspension, or termination of credit privileges without notice. All changes will be deemed final and binding unless dispensed in writing within sixty (60) days of the billing date.

You agree to abide by the standard rules and regulations of any Automated Clearing House Association processing payment transactions under this Agreement. You agree to maintain sufficient funds on deposit to your demand deposit account at your bank to pay in full the total amounts debited to your account pursuant to this Section.

You agree to indemnify and hold us harmless from any claim or claims including without limitation any claims based on losses due to (i) labor problems, breakdowns or other non-functioning of any equipment necessary for consuming the services contemplated by this Agreement or other causes or circumstances beyond our control, (ii) the acts or omissions of third parties, including without limitation your bank, our bank, the Automated Clearing House Association, the Federal Reserve Bank or any participating bank or courier services; and (iii) non-credit of any deposit.

5. **LATE FEES:** Late fees will be assessed at a periodic (daily) late fee rate of 0.063%, which is equal to the corresponding annual percentage rate of 22.99% divided by 365. The balance subject to a late fee will be the average daily balance of your account for the billing period in which the late fee is assessed. We determine the average daily balance by adding the daily balances in any account during the billing period and dividing that total by the number of days in the billing period, adding any new purchases posted to our card on that day, and subtracting any payments and credits entered on that day. The late fee will equal the product of the average daily balance multiplied by the daily periodic rate. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged.

6. **APPLICATION OF PAYMENTS.** Payments shall be applied first to unpaid late fees and then to the unpaid balance of each product or service purchased in the order of its purchase.

7. **CHANGES IN TERMS.** You agree that we may change our rates, charges, and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insolvency funds charges and supplemental processing fees) when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then-existing balance of your account to the extent permitted or required by applicable law.

8. **REPRESENTATION.** Subject to the terms of this Agreement, you have the right to prepay your entire balance in full at any time.

9. **DEFAULT.** If you default on this Agreement or any other lending agreement between you and us by not paying any payment when due, exceeding your credit limit, or breaching any other term of this Agreement or any other lending agreement between you and us, then we may suspend your account(s), demand immediate payment of the entire unpaid balance and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorney's fees.

10. **CHARGE CARDS.** You request Cards from us for use in accordance with the provisions of this Agreement by individuals, or in connection with vehicles, to be identified to us. Unless earlier revoked or canceled, all Cards shall be valid through their respective expiration dates. You may request the issuance of additional Cards, the cancellation of existing Cards, or changes in authorized use thereof. We may issue renewal Cards prior to the expiration date and in such renewal or additional Cards shall be subject to the terms of this Agreement as then in effect. You agree that any Agreement or contract for purchases made on your account by you or any person to whom you have granted access to your account, including without limitation, your spouse, partner, family member, or other person, shall be deemed to be made by you. You agree to keep DINKS confidential and to cause your employees not to disclose any DINK. If any of your employees disclose a DINK or write a DINK on a Card, then you are liable for any fraudulent use that may result. You will promptly notify us of the loss, theft, or unauthorized use of any Card or account by telephoning us at (800) 492-0669. You may also provide us with notice of the loss, theft, or unauthorized use of any Card or account through our online system. You agree to provide written confirmation of any such notice if so requested by us. Subject to any limitations imposed by applicable law, you will be liable to us for all unauthorized use of a Card that occurred prior to your notification to us and you will not be liable for any unauthorized use that occurred after such notification.

11. **FLEET INFORMATION AND CHARGE CARDS.** The fleet contact person ("Fleet Contact Person") listed on the Account Application you filed with us is authorized to provide us with the information necessary to initially establish your account records and Cards. The Fleet Contact Person shall also be the individual authorized to select additional products and/or features that we offer. We are also authorized to send to the Fleet Contact Person a statement, or other persons designated by the Fleet Contact Person, all account summary information and Cards so produced. In addition, the Fleet Contact Person is the individual designated by you to provide all Fleet vehicle, driver and other information we may request and receive all Cards and purchase reports and send other information as we may provide from time to time, unless you report any errors in the account information to us. You agree that we may use the information you provide to us to verify the accuracy of the information and Cards for processing your account. You will indemnify us with reasonable advance written notice of any change in the Fleet Contact Person. We are also authorized to deal with any contact person with apparent authority to act on your behalf.

12. **MANAGEMENT REPORTS AND DISCLAIMER.** We provide as a part of our products and services certain purchase reports, vehicle analysis reports and other management reports and information, created in either paper or electronic forms, including, but not limited to, information relating to your use of Cards, based upon transactions and information reported to us. These reports will accurately reflect information provided to us by third parties. We cannot guarantee the accuracy or completeness of such reports to the extent that any inaccuracy or incompleteness results from the inclusion of inaccurate or incomplete third party information.

13. **FEES AND CHARGES.** We will assess an annual account setup fee and a monthly Card fee for each Card issued to you as set forth in our Fee Schedule, attached hereto. In addition, you may be assessed other fees and charges in the amount set forth in our Fee Schedule. Your use of the credit associated with your account constitutes your agreement to pay such fees and charges and, in addition, your acceptance of all of the terms and conditions of this Agreement, which by reference incorporates our Fee Schedule.

14. **BULK, MOBILE, UNATTENDED AND PRIVATE OR ONSITE FEELING.** If you choose to use your Card for such purchases we shall provide you with appropriate enrollment forms and you will be responsible for any charges associated with such services. To facilitate the use of these services, you authorize us to report account information to the card providers that you select for these services. You acknowledge and agree that we will not be responsible for any claims, losses or liabilities that you may suffer as a result of, or related to, the misuse of such information by the card providers or their agents.

15. **SITE SELECTION PROGRAM.** If you choose to use the Site Selection Program, it enables you to provide us with a list of specific locations where your purchases are restricted based upon certain criteria provided by you. We shall provide you, with appropriate enrollment forms. We reserve the right to not establish site selection criteria for certain sites that may be identified by us as being ineligible for the Site Selection Program. We do not guarantee exclusion of all independently owned retail merchants enrolled to accept WEX issued or authorized charge Cards. The Site Selection Program applies only to transactions that are received for authorization by us electronically. The Site Selection Program does not apply to transactions that are not authorized electronically (generally referred to as manual transactions). Notwithstanding anything to the contrary herein, in the event that a purchase is made with a valid Card at a location that you selected to be an "excluded location" and is processed by us, you are still responsible for payment of the transaction in full.

16. **DYED FUEL PRODUCTS.** You may purchase dyed special fuel using your Cards. You acknowledge that all dyed special fuel purchases are or will be used exclusively for off-road purposes and in accordance with all applicable laws governing such use. You may be subject to fines or other legal action by the applicable governmental authorities for misuse or misbranding of dyed special fuel. We will not be liable in any way for any misuse or misbranding by you of any dyed special fuel. Upon request, we may provide information regarding your dyed special fuel purchases to the applicable governmental authorities.

17. **ONLINE PRODUCTS.** Certain products and services offered to you by us may be accessed by you through electronic online retrieval over the internet. Although we are using both passwords and data base security technology to ensure protection for our online products security cannot be guaranteed. We hereby disclaim all liability for any security breaches or online communications or for any electronic, computer or other system failures, including any loss of data, system crashes, viruses, spyware, worms, or other malicious software. We shall not be liable for any loss of data, system crashes, viruses, spyware, worms, or other malicious software, damages, arising as a result of any use of our online products, including, without limitation, loss due to data modification or destruction.

18. **INTERNATIONAL USE OF CARDS.** Cards issued to you may be used in other countries. By use of your Card in any country other than the United States, you agree that you will: a) be billed in US Dollars; b) receive reporting from us in English; and c) accept the currency conversion fee as reflected in our Fee Schedule.

19. **CONTROLS.** You may request that controls ("Controls") be applied to your account. The availability and effectiveness of such Controls is dependent upon each merchant's adoption of card specifications and the information transmitted to us by them. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that such Controls can only be enforced when the merchant provides sufficient information as part of the authorization. We reserve the right to modify Controls upon notice to you when such Controls, in our option, are set at a level such that they are ineffective and not in accordance with the goals of the Controls program. Default values will be assigned by us unless you make your own election(s) through our online product. Additional important information related to Controls is also available online. We shall not be responsible for the purchase of any particular Control level you select. The existence and/or use of Controls shall not affect your liability for unauthorized use of Cards. You remain liable for transactions with unreported lost or stolen Cards and/or Card numbers and DINKs. You also will remain responsible to review fraud control data provided by us, such as vehicle analysis reports, for the purpose of detecting fraud that occurs within your control parameters.

20. **REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS.** You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You agree to provide any evidence of corporate existence and authorization that we may reasonably request.

As part of our commitment to customer service, our managers periodically will monitor telephone communications between our employees and our customers to ensure that our high quality service standards are maintained. By accepting this Agreement, you hereby consent to such monitoring and recording of telephone communications. You also agree to notify your employees of such monitoring and to inform them of our representatives that periodic monitoring of conversations will occur.

21. **WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES.** EXCEPT AS OTHERWISE REQUIRED UNDER APPLICABLE LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US. WE FURTHER DISCLAIM ANY AND ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED WITH A CARD, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY.

YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH ARISE FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY RAID, CONTROL OR PURCHASE RESTRICTION MEASURES WE ELECT TO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO UNDERTAKE FOR YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF ANY CARD OR YOUR ACCOUNT, FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR IMPLIED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE CASH BEING PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARANTEES.

22. **ASSIGNMENT.** This Agreement, individual transactions hereunder, your account and any and all of your obligations hereunder may be assigned without further notice to you. All of our rights under this Agreement shall also apply to any assignee of this Agreement. Individual transactions hereunder on your account.

23. **CANCELLATION.** We and you have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to cancellation. You agree to return all Cards to us upon notice of cancellation. We may at any time elect to terminate products or services under this Agreement upon fifteen (15) days advance written notice to you.

24. **PARTIES TO THE AGREEMENT.** This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary hereof, except as provided in Section 22 hereof.

25. **SEVERABILITY.** In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency, (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.

26. **REQUIREMENTS OF A WRITING.** You agree that copies and telecopies of signed originals of your Agreement, applications and product enrollment forms shall be binding as originals. You further agree that additions, updates, and deletions of vehicles, drivers, and Fleet Contact Persons, placed by telephone or electronically, and accepted by us, shall be binding on you.

27. **ENTIRE AGREEMENT.** This Agreement, including the Fee Schedule, the Account Application you filed with us, any agreements which secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any amendments, modifications, substitutions, or replacements (hereto or hereto), is a final expression of the entire agreement between us and you and may not be contradicted by evidence or agreements in writing or oral. Any copy of this Agreement that is not a copy of the version posted on our website or be effective unless in full and signed by the card provider and us. Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement. This Agreement shall be governed by and construed in accordance with federal law and the laws of the State of Utah (without reference to choice of law rules). Any judicial action brought under or involving the subject matter of this Agreement shall be brought exclusively in the courts of the State of Utah located in Salt Lake City or the U.S. District Court for the District of Utah, and the parties expressly consent to the exclusive jurisdiction of such courts for the resolution of any disputes hereunder. Each party hereby waives any objection to venue and any objection based on forum non conveniens in any such court.

Fee Schedule
Your use of your account indicates your acceptance of this Wright Express® Business Charge Account Agreement. In accordance with your agreement governing your Wright Express account, we have also included the following schedule of fees and charges. Your use of your account also indicates your acceptance of this schedule of fees and charges.

| | |
|---------------------------------------|-----------------------------------|
| Setup Fee | \$40.00 |
| Monthly Card Charge | \$2.00 per card |
| Replacement Card | \$2.00 per card |
| International Currency Conversion Fee | 1% of the total transaction value |
| Reproducible VAR | \$25.00 per request |
| General Research Fee | \$15.00 per hour |
| Returned Item Fee (such as NSF/ACH) | \$20.00 |
| Daily EFPs Fax Notification fee | \$10.00 per month |

Pricing for Additional Fleet Management Products & Services is available upon request.

If you have any questions about any agreement, please call Customer Service, toll-free at 800-492-0669.