



5042 Linbar Drive • Nashville, TN 37211  
 Phone: 866.51.SALES (866.517.2537)  
 Fax: 888.310.1988

Sales Code: \_\_\_\_\_  
 Promo Code: \_\_\_\_\_

**Business Services Agreement**

|                         |     |                |                        |                  |  |
|-------------------------|-----|----------------|------------------------|------------------|--|
| Legal Name of Business  |     |                | Trade Name of Business |                  |  |
| Business Street Address |     |                |                        | City             |  |
| State                   | Zip | Business Email |                        | MC#, FF# or DOT# |  |
| Phone Number            |     | Fax Number     |                        | Cell Number      |  |

**PROPRIETOR, PARTNERS OR CORPORATE OFFICERS**

(Please provide an alternate address where we may reach you.)

**AUTHORIZED CONTACTS<sup>+</sup>**

List here people authorized to make account changes.

| Name                    | 1. | 2. |
|-------------------------|----|----|
| Title                   |    |    |
| Address                 |    |    |
| City, State, Zip        |    |    |
| Home Phone <sup>±</sup> |    |    |
| Email                   |    |    |
| Social Security #       |    |    |

| Name <sup>+</sup>  | Security Code <sup>^</sup><br>4-10 digits |
|--|---|
| People from other sections of this document <u>must be listed here</u> to be "Authorized Contacts" |   |
| 1.   |   |
| 2.   |   |
| 3.   |   |
| 4.   |   |
| 5.   |   |
| 6.   |   |

+By signing this Business Services Agreement, I authorize the person(s) listed on the Business Services Agreement to carry out security related duties for the company. ±Home phone or cell phone number will be called in case of emergency. ^Security Code if other than Social Security Number, 4-10 digits.

|                                   |                                       |                                      |   |             |
|-----------------------------------|---------------------------------------|--------------------------------------|---|-------------|
| <b>DESCRIPTION OF BUSINESS</b>    | <input type="checkbox"/> Corporation  | <input type="checkbox"/> Partnership | <input type="checkbox"/> Proprietorship | Federal ID# |
| Incorporation Date                | If subsidiary, name of parent company |                                      |   |             |
| <b>BANK AND TRADE INFORMATION</b> | Bank Name                             |                                      | Account #                               |             |
| Contact                           | City                                  |                                      |   |             |
| State                             | Zip                                   | Phone                                | Fax                                     |             |

**Fuel Credit References Preferred**

|                     |           |          |
|---------------------|-----------|----------|
| <b>REFERENCE #1</b> | Firm Name | Account# |
| Address             |           | Contact  |
| City                | State     | Zip      |
| Phone               |           |          |
| <b>REFERENCE #2</b> | Firm Name | Account# |
| Address             |           | Contact  |
| City                | State     | Zip      |
| Phone               |           |          |
| <b>REFERENCE #3</b> | Firm Name | Account# |
| Address             |           | Contact  |
| City                | State     | Zip      |
| Phone               |           |          |

|                           |   |                    |
|---------------------------|---|--------------------|
| <b>CREDIT INFORMATION</b> | Financial Statement Provided <sup>‡</sup> <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Required if credit line requested is more than \$10,000 | Dun & Bradstreet # |
|---------------------------|---|--------------------|

Initial Credit Line Requested: **OR**  Pre-Pay (min \$500): # of Tractors # of Trailers # of Cards

|  |   |
|--|---|
| <b>Payment Method:</b><br><input type="checkbox"/> 1. AutoPay (ACH) <sup>++</sup><br><input type="checkbox"/> 2. InternetPay<br><input type="checkbox"/> 3. Faxed ElectroniChek (\$1.00 fee per check)<br><input type="checkbox"/> 4. Wire Payments <sup>±±</sup> (\$10.00 fee per wire) | <b>Required for payment methods 1-3:</b> 1) Attach a copy of voided check and 2) complete the bank section below using the attached voided check. Note: For accuracy purposes, Fleet One may use account number and ABA/routing number from voided check when minor discrepancies occur between written information and voided check or when the voided check shows a different ABA number for ACH payments.<br><br>Bank Name: _____ Phone Number: _____<br>Account Number: _____ Nine (9) digit ABA/Routing #: _____<br><b>**For AutoPay Payment Method - Circle the day(s) of the week for payment to Fleet One:</b><br>Monday    Tuesday    Wednesday    Thursday    Friday<br>If it is a weekly ACH debit to your account, the debit will be made for the previous 7 days of purchase activity. |
|--|---|

‡Any financial statement submitted with this application will facilitate the establishment of your account and will be relied upon by Fleet One. Any such statements will be kept strictly confidential. Permission is herewith granted to obtain credit information from all listed references including my bank. All financial information submitted in support of this new account and Business Services Agreement is true and complete in all respects. My account is subject to a late charge of 1.5% per month (18% per annum) on all past due invoices. Furthermore, I understand that my account may be turned off if my account is past due and that any collection fees (including attorney fees) incurred by Fleet One, which the parties hereby fix at 33 1/3% of any balance due plus court costs, will be borne by my account. By signing this Business Services Agreement and using services of Fleet One, I certify that I am authorized to make this request on behalf of this company, and it is agreed that all purchases will be paid in accordance with the terms and conditions. Additional Terms and Conditions are set forth on the reverse side or following page(s).

The undersigned hereby executes this Business Services Agreement on behalf of the Customer as an authorized representative of the Customer and individually as the Guarantor of the Customer and hereby assumes personal and individual responsibility and liability for, and guarantee payment of, all amounts due and payable to Fleet One at any time by the Customer. I hereby consent to and authorize the use of my consumer credit report in the credit evaluation process.

|                  |  |
|------------------|--|
| <b>SIGN HERE</b> | By: _____ (Signature of Authorized Representative & Guarantor of Customer) |
|                  | Print Name: _____ Date: _____  |
|                  | By: _____ (Witness)  |
|                  | Print Name: _____ Date: _____  |

## FLEET ONE OVER THE ROAD – TERMS AND CONDITIONS

1. These Terms and Conditions are attached to and from a part of the Business Services Agreement ("Business Services Agreement") submitted FleetOne, L.L.C. ("F1") by the business identified by its legal name on the Business Services Agreement ("Customer"). Subject to these Terms and Conditions and F1's acceptance of the Business Services Agreement, F1 agrees to provide Customer with such financial devices, including charge cards and PlusCheks, as Customer and F1 may authorize, in Customer's name (collectively, "Cards"), establish an account in Customer's name, and provide related services to Customer as agreed in writing from time to time ("Services"). F1 may require a cash security deposit or other similar financial support in order to open the account and provide Services. The Business Services Agreement and these Terms and Conditions are referred to together as the "Agreement".
2. Customer and its employees may use the Card to purchase products and services at participating F1 merchants. F1 will deliver to Customer the number of Cards requested by Customer, to be used only by Customer's employees, only for commercial purposes and only in the transaction of Customer's business. Customer is responsible for all purchases made using the Cards, and for ensuring that its employees use Cards in compliance with Customer's business policies and this Agreement. Customer represents and warrants that it will provide copies of these Terms and Conditions to all employees that use Cards and shall require all such employees to confirm in writing that they have read, understand and agree to these Terms and Conditions. Any dispute as to charges made by any employee shall be resolved between Customer and the employee.
3. Customer represents and warrants that it is a licensed commercial enterprise or a governmental body, and that the account and Cards will be used only in the conduct of its business and only for commercial purposes, and the fuel and other goods and services purchased by use of the Cards will not be made available to employees or any other person for personal, family or household purposes. Customer acknowledges that F1 is not a lender, but provides pre-authorized or pre-paid advances for a fee, and that this Agreement is not an agreement for consumer credit or non-business services.
4. Customer will receive billing statements with a frequency dependent on credit arrangements with F1. Copies of receipts for individual transactions will not be provided.
5. Customer agrees to pay all amounts it may owe to F1 under this Agreement, as set forth on F1 billing statements delivered to Customer, including without limitation payments for all purchases of goods and services by use of any Cards, payments for the purchase of other products or services through F1 facilities, and any applicable interest, late fees, expenses and other amounts payable hereunder. Customer shall remain responsible for all amounts payable under this Agreement regardless of whether the Customer's right to use the Cards is terminated.
6. Customer agrees to pay the full amount due according to the terms indicated on each F1 billing statement by delivery or mail to the address shown on the billing statement. If this amount is not received by F1 within seven (7) calendar days of the due date shown on the billing statement, Customer agrees to pay interest on the past due balance at an annual rate equal to the lesser of 18% or the maximum allowed by law, until the balance is paid in full. Any payments received will be applied, at F1's option, first to outstanding interest and charges, then to any past due balance, then to any new purchases. Payments received on a regular business day will be credited to Customer's account on the following regular business day.
7. Notwithstanding any provision in this Agreement to the contrary, Customer's total liability for payments of interest, and payments deemed to be interest by applicable law, shall not exceed the limit imposed by applicable usury law. All sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice by, between, or to any party hereto, be deemed to have been applied, immediately upon receipt of such sums by F1 (and shall be applied), as a credit on the principal amount then due on Customer's account, and any excess beyond that amount shall be refunded to Customer.
8. Customer must notify F1 of any disputed charge within 30 days after the date of the billing statement on which such charge appeared. After 30 days, all charges are considered valid and no adjustments will be made. Notice to F1 of a disputed charge shall be given by Customer in writing and shall include the following information: Customer's name and account number; the dollar amount of the disputed charge; the reason Customer is disputing the charge; and a copy of the billing statement on which the disputed charge appears. Notices should be mailed to the following address: FleetOne, L.L.C., 5042 Linbar Drive, Nashville, TN 37211, Attention: Accounts Receivable.
9. Customer shall be responsible for any unauthorized use of a lost or stolen Card occurring prior to Customer's notification to F1 of such loss or theft. Customer acknowledges and agrees to waive any liability limitations for unauthorized Card charges to the extent permitted by applicable law. Customer further acknowledges and agrees that the liability limitations set forth in 15 U.S.C. §1643 shall not apply to the extent permitted by 15 U.S.C. §1645 and other applicable law. If a Card is voluntarily given by Customer or any Customer employee to a third party to use for any purpose, such action will be considered an authorized use and Customer will be held liable for all charges made by any such persons. Customer agrees to be responsible for the location of the Cards at all times and to keep the Cards in a secure environment. Customer agrees to notify F1 no later than the earlier of (i) 48 hours following receipt of a F1 billing statement which includes any unauthorized charges or (ii) upon learning of any unauthorized use of Cards. Such notice must include the Card number of each lost or stolen Card and the identification of the person responsible for the loss.
10. In consideration of charges allowed and to be allowed to Customer, each guarantor signing the Business Services Agreement or any separate guaranty agreement ("Guarantor") unconditionally, jointly and severally guarantees full and prompt payment of all amounts that may be owing at any time to F1 by Customer under or in connection with this Agreement, and the performance of all obligations of Customer hereunder. Each Guarantor waives any claims and defenses based on principles of suretyship or otherwise available at law to a guarantor, including without limitation impairment of collateral, impairment of recourse, and any inadequacy or unenforceability of this Agreement as against Customer, and waives any right to notice of acceptance hereof. Each Guarantor agrees to comply with the notification procedures regarding disputes, lost or stolen Cards and unauthorized use of Cards.
11. For PlusCheks not clearing the bank within 90 days of dispatch, F1 will deduct an administrative fee of \$25.00 per month against the balance of the uncashed PlusChek. The total administrative fees will not exceed the amount of the PlusChek.
12. Customer agrees not to deposit PlusCheks into the same bank account from which payments are made to F1 or any other bank account controlled by Customer. PlusCheks should not be deposited into any bank account for the purpose of funding payroll. In the event of a violation of this provision, F1 may, without limiting its remedies, permanently suspend Customer's PlusChek privileges. Use of PlusCheks as a line of credit is strictly prohibited.
13. If Customer selects payment via Automated Clearing House (ACH), Customer agrees that F1 shall have full right and authority to debit Customer's bank account via the ACH system on the day(s) indicated by customer on the Business Services Agreement for any and all amounts owed to F1 by Customer. If an entry is returned for non-sufficient funds, Customer will immediately remit payment via wire to F1's wire account for the returned item plus a \$30 return fee. F1 reserves the right to change Customer's payment method to wire only in the event of returns. F1 reserves the right to re-submit returned ACH items for payment in the event that Customer does not replace with wire immediately. Customer understands that this authorization will be in effect until F1 receives verbal notice by customer via phone followed by written notice from Customer at 5042 Linbar Drive, Nashville, TN 37211, Attention: Accounts Receivable that Customer no longer desires this service. Customer also understands that if corrections in the debit amount are necessary, F1 may make an adjustment (credit or debit) to Customer's account. If paying by a faxed "ElectroniChek" or "InternetChek" or "Internet Pay"/"Customer Initiated ACH", F1 will process only the amount indicated. Any and all accounts are subject to a 3 day hold on funds per ElectroniChek.
14. If payment for the non-refundable application and set up fee is not submitted to F1 with the Business Services Agreement, F1 is authorized to debit Customer's bank account via ACH for the amount.
15. Customer authorizes F1 to release fuel data to 3<sup>rd</sup> party compliance services. Dependent on the 3<sup>rd</sup> party compliance service, invoicing may be in advance on a monthly basis.
16. F1 will provide 24 hour customer service for account-related requests and questions.
17. Customer represents and warrants that every person using a fuel Card will be taught all safety regulations to ensure safe operation of all fueling sites.
18. F1 shall have the absolute right, exercisable in its sole discretion, to interrupt or terminate use of any and all Cards issued to Customer.
19. F1 shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of F1. **Under no circumstances will F1 or its affiliates be liable to Customer or any employee for any incidental, consequential, special, indirect or punitive damages, regardless of whether F1 was made aware of the possibility of such damages. F1 makes no representations or warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.**
20. Customer agrees to indemnify, defend and hold F1 harmless from any and all liability (including reasonable attorneys' fees) resulting from the acts or inaction of any employees or agents of Customer, including without limitation negligent acts of such persons. If Customer stores a Card at a merchant location, making the card an "in station" or "site card", Customer will also indemnify, defend and hold harmless F1 for disputed charges and losses.
21. If F1 must use an attorney or collection agency to collect any overdue amount from Customer and/or any Guarantors, Customer and each Guarantor agree to pay reasonable attorneys' fees and costs of collection incurred by F1, which the parties hereby fix at 33 1/3% of any balance due, plus court costs.

22. Customer acknowledges and agrees that this Agreement is confidential, and agrees not to disclose or share it with any third party.  
 23. Fees, payment terms and other conditions of this Agreement may be changed by F1 without prior notice to Customer. Customer's continued use of F1's services after 30 days constitutes acknowledgment and acceptance of the change.  
 24. This Agreement may not be assigned by Customer without F1's prior written consent. Customer acknowledges that F1 may assign this Agreement without Customer consent.  
 25. If any portion of this Agreement is subsequently held to be invalid, such determination shall not affect the other provisions, which shall remain in full force and effect.  
 26. This Agreement is and shall be deemed to be a contract entered into pursuant to the laws of the State of Tennessee and shall in all respects be governed, construed, applied and enforced in accordance with the laws of such state without regard to the conflict of laws provisions thereof. The parties further agree that venue for any dispute arising under this agreement shall lie only in Davidson County, Tennessee. Customer hereby waives the right to assert a defense based on lack of venue or jurisdiction in any lawsuit related to this Agreement filed in Davidson County, Tennessee. Customer further agrees that it will pay any and all costs, including attorneys' fees and travel expenses, that F1 may incur in challenging Customer's filing of any lawsuit related to this Agreement in any other venue, regardless of whether venue is ultimately changed.  
 27. F1 AND CUSTOMER HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDINGS DIRECTLY OR INDIRECTLY RELATING TO THESE TERMS AND CONDITIONS.  
 28. This Agreement is the entire agreement between F1 and Customer with respect to the subject matter hereof, and supersedes all previous communications, promises, representations or agreements, whether verbal or written.  
 29. I confirm that by providing my signature on the Business Services Agreement on behalf of Customer, I represent that I am authorized to act on behalf of Customer, and that I am authorized to receive communications on behalf of Customer via telephone, regular mail, fax and email sent by or on behalf of FleetOne Holdings, LLC, FleetOne, L.L.C., or any respective affiliate or partner.  
 30. Customer acknowledges that F1 will provide Customer reports and credit information to third-party credit bureaus to the extent permitted or required by law.

**Fleet One Pricing Plans**

**Fee Schedule**

Fuel Transaction Services

|   |        |
|---|--------|
| Fuel Purchase Transaction Fee.....                  | \$0.00 |
| Cash Advance with Fuel.....                         | \$0.50 |
| Cash Advance Only .....                             | \$1.75 |
| ATM / Debit .....                                   | \$1.25 |
| PlusChek (per \$1,000 increment)*.....              | \$2.75 |
| Voice load (no fee for internet or touch tone)..... | \$1.75 |
| Data capture only option .....                      | \$0.55 |

Other Fleet One Service Fees

|  |           |
|--|-----------|
| Account Setup, One-time fee for new accounts.....                  | \$75.00   |
| Membership in \$0 fee and rebate network; per card per month ..... | \$4.00    |
| Fuel and Maintenance Directories:                                  |           |
| Paper – Hard Copy Books.....                                       | \$11.95** |
| Online – Downloadable list available at www.FleetOne.com .....     | \$0.00    |
| LocationFinder – Texting and on-line, text FLEETOTR to 48696.....  | \$0.00*** |
| Card production fee (new and replacement cards) .....              | \$0.00    |

Payments and Invoicing

|   |           |
|---|-----------|
| AutoPay, Internet and Customer ACH electronic payments.....                   | \$0.00    |
| ElectroniChek / eChek, per check.....   | \$1.00    |
| Wire Payment, per wire .....  | \$10.00±± |
| Business Checks (including 3 <sup>rd</sup> party checks) to pay invoice ..... | \$2.75    |
| Electronic Invoicing (Internet, Email and/or Fax) .....                       | \$0.00    |
| Over limit per transaction fee.....   | \$25.00   |
| Return item fee (Check or ACH).....   | \$30.00   |
| Late fee on outstanding balance per month.....                                | 1.50%     |

Vehicle Tracking

|   |          |
|---|----------|
| GPS equipment purchase one-time (separate agreement)..... | \$299.00 |
| Recurring monthly service (taxes not included) .....      | \$30.00  |
| Installation per unit (Class 8 vehicles).....             | \$80.00  |

Temporary Permits (pricing for fuel account customers)

|  |              |
|--|--------------|
| Volume pricing based on permits/month and permit agreement ..... | \$12 to \$25 |
|--|--------------|

Additional Services

|   |                   |
|---|-------------------|
| Bridgestone Firestone Tires – National Preferred.....   | directory pricing |
| Compliance Services: Fuel Tax • Routing & Optimization • Driver Log Online. ....                  | Inquire           |
| Fuel Management Services (separate agreement) .....   | Inquire           |
| On-Site / Bulk Fueling Card Readers, equipment and installations costs on a per quote basis ..... | Inquire           |
| TripPak Envelopes (price per envelope for package of 20).....                                     | \$15.95**         |

\*Use of PlusCheks without monthly fuel card usage doubles the PlusChek fee.

\*\*Shipping and handling are additional. Visit www.FleetOne.com to order.

\*\*\*Cell phone texting and mobile broadband service required. Rates vary according to cell phone provider.

±±In addition to fee charged by your wire service provider.

Disclosure: 3<sup>rd</sup> party product prices subject to change without notice.

|   |  |
|---|--|
| <p>Select your optional products and services (check all that apply):</p> <p><input type="checkbox"/> ATM/Debit</p> <p><input type="checkbox"/> Bridgestone/Firestone National Preferred</p> <p><input type="checkbox"/> PlusChek</p> | <p>If you'd like more information about these optional services, please check the applicable boxes:</p> <p><input type="checkbox"/> Compliance Services</p> <p><input type="checkbox"/> Fuel Management Services</p> <p><input type="checkbox"/> On-Site / Bulk Fueling Card Readers</p> <p><input type="checkbox"/> Temporary Permits</p> <p><input type="checkbox"/> TripPak Envelopes</p> <p><input type="checkbox"/> Vehicle Tracking / GPS Services</p> |
|---|--|

Signature: \_\_\_\_\_ Date: \_\_\_\_\_