*Checklist Please Return With Documents*

Northwest Transportation Funding:

___ EFS Participant Agreement
___ Truckers B2B Sign up forms (to receive 8 cents at TA/Petro)

Self-funding/Pre-Pay:

___ EFS Participant Agreement
___ EFS Master Agreement
___ Truckers B2B Sign up forms (to receive 8 cents at TA/Petro)

Credit with EFS:

___ EFS Participant Agreement
___ EFS Master Agreement
___ Truckers B2B Sign up forms (to receive 8 cents at TA/Petro)

We can send you remaining documents that you will supply directly to EFS.

*Applying for credit only applies to companies that wish to obtain credit through EFS. The company must provide financials to EFS if requesting more than a $5,000 line of credit. A company is not automatically approved based on NWTS financials.*
Fuel Card Program

Benefits of Our Fuel Card Program:

- $.08 discount off retail cash price at Love’s, Pilot, Flying J, and TA Petro truck stops.
- Over 900 Fueling locations across the U.S.
- Pay the Cash price at all Non-network truck stops.
- Use the card for cash advances, convenient store purchases, oil, etc.
- Easy to use web interface allows carriers to place controls on the card and move money from the card to bank accounts.
- Fuel card can be pre-loaded by carriers
- Northwest Transportation Services can fund cards immediately (fees may apply).
- Lines of credit, along with convenient billing options are available through EFS.
- Mobile app allows driver to see best discounted fuel price in the area via interactive map
- Mobile app allows In-cab weights at all participating CAT Scales
- Online reporting tools allow carriers to determine most efficient fueling, total discount, and more

Northwest Transportation is partnering with EFS to introduce a great new fuel card option for our carriers. Here is some information about the program and what it can do for you!

Fuel Card Fees (per transaction)

EFS Card Fees*:
- Swipe Fee - $1.50
- Cash Only Card - $1.50
- ATM - $2.00
- ATM Balance Inquiry - $2.00
- ATM Decline Fee - $1.00
- Check/Money Code - $2.50**
- Money Code Add’l Uses - $0.75
- Other Products, Scales, Etc - $1.50

*Only one fee per transaction
**Per $1,000 of check/money Codes

Northwest Transportation Funding Fees:
- Advance Fees - 4.00% of the total advance amount

Sign up today!
If you have any questions please contact Chris:
Chrisb@nwts.com
360-952-8553 (Direct Line)
EFS Program Participant Agreement

Section I: Participant Information

<table>
<thead>
<tr>
<th>Participant Full Legal Name:</th>
<th>Billing Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Participant Primary Address:</td>
<td>Billing Contact Address:</td>
</tr>
<tr>
<td>City, State/Province, Zip/Postal Code:</td>
<td>City, State/Province, Zip/Postal Code:</td>
</tr>
<tr>
<td>Participant Phone Number:</td>
<td>Billing Contact Phone Number:</td>
</tr>
<tr>
<td>Participant Fax Number:</td>
<td>Billing Contact Fax Number:</td>
</tr>
<tr>
<td>Participant Primary Contact:</td>
<td># of Active Vehicles:</td>
</tr>
<tr>
<td># of Active Drivers/Cardholders:</td>
<td></td>
</tr>
</tbody>
</table>

Section II: Participant Management Profile (*A minimum of two officers are required unless sole proprietorship.)

<table>
<thead>
<tr>
<th>Full Legal Name:</th>
<th>Full Legal Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Office Telephone:</td>
<td>Email:</td>
</tr>
<tr>
<td>Office Telephone:</td>
<td>Office Telephone:</td>
</tr>
<tr>
<td>Home Address:</td>
<td>Home Address:</td>
</tr>
<tr>
<td>Date of Birth:</td>
<td>Date of Birth:</td>
</tr>
</tbody>
</table>

Section III: Account Details

<table>
<thead>
<tr>
<th>Detail</th>
<th>USD</th>
<th>CAD</th>
<th>Description</th>
<th>Primary Account Currency:</th>
<th>*Instruments may be issued in either currency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of cards:</td>
<td>Requested # of cards</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of checks:</td>
<td>Requested # of checks</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Section IV: Miscellaneous

Program Operator: EFS Sales Representative:

AUTHORIZATION

Participant hereby represents and warrants that (i) the signatory below ("Authorized Representative") is either a duly elected corporate officer or representative or the owner/proprietor of the company listed above ("Participant") and is duly authorized to execute this EFS Program Participant Agreement on behalf of Participant. Participant hereby agrees (i) to be bound by all terms and conditions contained in this EFS Program Participant Agreement and any corresponding attachments, exhibits or schedules, as amended from time to time, each of which is hereby incorporated herein (collectively, the "Agreement"). By signing below, Participant acknowledges that it has read, understands, and agrees to this Agreement for the duration of the applicable Term (defined below). Electronic Funds Source LLC conducts business under other trade names, including, for example, EFS, T-Chek Systems, Les Systèmes T-Chek, T-Chek and TCH. References herein and in any exhibit hereto to "EFS" are understood to be to Electronic Funds Source LLC, a Utah limited liability company, by whatever such name it may be conducting business.

IN WITNESS WHEREOF, EFS and Participant executed this Agreement.

Participant

Print Name: ___________________________ Print Name: ___________________________

Title: ___________________________ Title: ___________________________

Authorized Signature: ___________________________ Authorized Signature: ___________________________

Date: ______/_____/______ Date: ______/_____/______

Master Terms and Conditions

1. Services.
   1.1 Services. EFS will provide EFS Fuel Cards ("Cards"), EFS Checks ("Checks") and EFS electronic money codes ("Money Codes", collectively, the "Services") to Participant for use by Participant in accordance with and subject to the these Master Terms and Conditions, and, in the case of Checks, in accordance with the instructions set forth on the Check Authorization Record and blank/draft Check forms that EFS may provide to Participant from time to time (collectively the "Terms"). Cards, Checks and Money Codes are referred to herein as "Instruments".

   1.2 Authorized Use. Instruments may be used by Participant and its Authorized Users (defined below) at EFS-authorized locations ("Service Centers") to purchase fuel, products, services. "Authorized User(s)" refers to Participant's employees, contractors, agents and owner/operators to whom Participant issues Instruments. Participant accepts responsibility for designating Authorized Users, setting Authorized User limits (in accordance with available funds), and monitoring the use of Services by its Authorized Users.

   1.3 Financial Accommodation. Participant acknowledges and agrees that this Agreement provides for financial accommodation services within the meaning of 11 USC §365. Furthermore, all Instruments issued hereunder and all extensions of credit in connection herewith will be deemed made, executed, delivered and consummated in Tennessee.

   1.4 Business Purpose. Participant represents and warrants to EFS that (i) it is a governmental, non-profit, or commercial business enterprise; (ii) the Services provided to Participant will be used by Participant and its Authorized Users for valid and lawful business purposes only; and (iii) any Services will not be used for personal, family or household purposes.

   1.5 Merchants. EFS does not guarantee any merchant's timely application of payment when Participant uses any of the Services at such merchant's facilities, and EFS will not be liable for any late payment fees assessed or any disrupted services between such merchant and Participant resulting from the untimely application of payment by such merchant.

   1.6 Restrictions on Use of Checks. Participant will not, under any circumstances, deposit Checks into any account of Participant or other corporate officer, principal, partner or owner of Participant, nor shall any Check be made out to or endorsed over to, any such person. EFS may cancel, revoke, repossess or restrict the use of and withhold validation of Checks at any time, in its sole discretion, in the event Participant fails to comply with this Section 1.6.

2. Term and Termination.
   2.1 Term. This Agreement commences on the date of EFS' signature on the first page of this Agreement ("Effective Date") and will continue until terminated by either party (the "Term").

   2.2 Termination. Participant may terminate this Agreement upon thirty (30) days prior written notice to EFS, for any reason or no reason. EFS may terminate this Agreement, suspend all or a portion of its Services, and/or change the terms and conditions of this Agreement without limitation immediately ceasing Instrument transaction authorizations in respect thereof, and/or apply to Participant's repayment obligations the fuel discounts processed by EFS on behalf of Participant if any, upon written notice to Participant, for any reason or no reason.

   2.3 Termination will not affect Participant's responsibility to pay, or EFS' right to recover, any amounts for which Participant or any guarantor is liable or obligated in connection with this Agreement, and upon termination, Participant shall immediately pay all such amounts owing in connection with this Agreement, without set-off or deduction. EFS will be entitled to recover all costs of collection, including without limitation attorneys' fees, in the event such amounts are not paid immediately.

3. Fees, Invoicing and Payment.
   3.1 Fees. Participant will pay EFS for all expenditures, fees, additional service fees and special fees, costs and charges (collectively, "Fees") if any, incurred for the Services provided by EFS, together, if applicable,
with any and all charges on Participant’s account for goods or services purchased by Participant or anyone authorized to use Participant’s account. The Fees for the Services are set forth in an agreement between or between such agreements provided to Participant by the applicable Program Operator identified in Section IV above. Participant acknowledges that Program Operator is not an affiliate of EFS, and that EFS does not control the Program fees, which fees are exclusively set by Program Operator. Participant represents and warrants to EFS that it has been informed of the Program fees by Program Operator, in agreement with paying such fees in connection with its receipt of Services hereunder, and releases EFS from any and all claims, demands, or other costs or expenses, whether federal, state or local, however designated, which are levied or imposed with respect to Participant’s use of the Services.

3.2 Taxes. Except for EFS’ income tax, Participant will pay, will reimburse EFS for, and any and all applicable sales, use, excise, franchise or other taxes, whether federal, state or local, however designated, which are levied or imposed with respect to Participant’s use of the Services.

3.3 Currency Exchange. Participant agrees that all indebtedness incurred through use of the Services in the U.S. or Canada to purchase goods or services or to otherwise obtain funds in a currency other than the currency in which Participant’s Instrument is issued will be converted to the currency in which Participant’s Instrument is issued. The currency conversion rate used by EFS to determine the transaction amount is generally the daily noon exchange rate for conversion of Canadian dollars to U.S. dollars, or U.S. dollars to Canadian dollars, as applicable, as posted by the Bank of Canada each business day, plus two currency basis points. EFS may use either a government-mandated rate or a wholesale rate determined by EFS for the processing cycle in which the transaction is processed. The currency conversion rate EFS uses on the processing date may differ from the rate that would have been used on the purchase date or Participant’s statement posting date.

3.4 Finance Charges. Participant acknowledges that, to the extent permitted by law, Money Code dormancy for a period of six (6) months will be assessed a minimum monthly maintenance fee of $10.00 or 4% of the original Money Code balance, whichever is greater, per Money Code number, not to exceed the unused balance on each such Money Code. Application of such maintenance fee may vary from jurisdiction to jurisdiction, and the parties intend that such provision will apply only to the extent permitted by applicable law.

3.5 Policies. Policies, rules and procedures covering the calculation of finance charges, account balances, statements, errors and questions, grace periods, use of Instruments by Authorized Users as well as unauthorized users, Participant audits and other general information governing how EFS will administer Participant’s account (the “Policies”) are available on the EFS Website and may be updated by EFS from time to time. Participant will use Instruments only in accordance and compliance with the Terms and the Policies.

4. Compliance with Law. Participant and EFS will comply with, and will not use or provide the Services in violation of, any United States or Canadian federal, state, provincial or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations (“Legal Requirements”), and each party will be solely liable for any violation by such party of applicable Legal Requirements. Each party is responsible for (i) monitoring Legal Requirements applicable to such party; and (ii) determining the particular actions, disclosures, formulas, calculations, or procedures required for compliance with such party’s Legal Requirements (whether to be performed by EFS or by Participant). Neither party shall be responsible for any violation by the other party of the other party’s Legal Requirements.

5. Disclaimer of Warranties. EFS disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the Services provided under this Agreement. Further, EFS does not warrant that Participant’s use of the Services will be uninterrupted or error-free. This Agreement is a service agreement, and any equipment provided to Participant under this Agreement is incidental to the Services provided and remains the property of EFS.

7. Limitation of Liability.
7.1 EFS’ cumulative liability for any loss or damage, from any cause whatsoever, will be limited to the lesser of (i) One Hundred Thousand Dollars ($100,000); or (ii) the amount of the Fees paid to EFS by Participant in the preceding twelve (12) month period.
7.2 NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY THEREOF.

7.3 Neither party may bring an action (regardless of form) for breach of this Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein.

8. Indemnification. Participant will indemnify, defend and hold harmless EFS, its directors, officers, employees, affiliates and agents against any claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys’ fees) (collectively, “Claims”) arising out of or connected with Participant’s (and Participant’s users’, affiliates’, employees’, agents’ or representatives’) (i) negligence or willful misconduct; (ii) breach of this Agreement; (iii) use or misuse of any Service or the EFS Website; (iv) infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; or (v) negligence or willful misconduct resulting in a Security Incident (defined below) affecting EFS’ systems.

8. Confidential Information’ means all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential Information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving party; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

9.2 Use Restrictions. Neither party will disclose, reproduce, transfer or use the other party’s Confidential Information; provided, however, that (i) EFS’ employees, affiliates, agents, advisors or subcontractors may access and use Participant’s Confidential Information or Personal Information (defined below) in connection with providing the Services provided such persons will comply with the confidentiality provisions of this Agreement and (ii) either party may disclose Confidential Information to the extent it must be communicated in response to a valid law, regulation or court order, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by law, regulation or court order) so such party may seek a protective order or otherwise prevent or limit such disclosure. Notwithstanding the foregoing, Participant agrees to provide EFS with all appropriate information regarding Participant’s EFS account and use of the Services, including without limitation, account transaction details and account balances.

Rev 7-25-14
9.3 Information Security. Each party is responsible for: (a) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control; and (b) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors (collectively, the “Secure Vendors”) in connection with the Services. Personal Information will also be protected in the possession or control of, or on behalf of, any such party or its Secure Vendors, and is reasonably suspected, each as defined by Section 6809 of the Gramm-Leach-Billey Act. Each party will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a “Security Incident”). In the event of a Security Incident, the affected party will comply with applicable law and in the event of a Security Incident, Personal Information was compromised and it is reasonably suspected that misuse will result, notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. EFS is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of transmissions using these lines.

9.4 Equitable Relief. The parties agree that a breach of this Section 9 will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law; and, therefore, notwithstanding Section 15.2 below, the non-breaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party, in any court of competent jurisdiction, in addition to any other rights or remedies available at law or in equity.

10. Participant Data: Data Analytics. Participant Data and Analytics. Participant shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to EFS (collectively “Participant Data”). EFS shall be entitled to rely upon the Participant Data in providing the Services. EFS shall not be required to act on instructions provided by Participant if EFS has reason to believe that the information submitted or instructions contained in the Participant Data is not complete or correct. EFS shall have no obligation to perform any review or analysis of the content or accuracy of the Participant Data. The Participant shall indemnify EFS for any losses, damages or expenses arising in connection with the transmission, use or storage of Participant Data.

10.2. Participant Data: Data Analytics. Participant’s Obligations. Participant shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to EFS (collectively “Participant Data”). EFS shall be entitled to rely upon the Participant Data in providing the Services. EFS shall not be required to act on instructions provided by Participant if EFS has reason to believe that the information submitted or instructions contained in the Participant Data is not complete or correct. EFS shall have no obligation to perform any review or analysis of the content or accuracy of the Participant Data. The Participant shall indemnify EFS for any losses, damages or expenses arising in connection with the transmission, use or storage of Participant Data.

10.3. Participant Data: Data Analytics. EFS’s Obligations. EFS shall have no obligation to perform any review or analysis of the content or accuracy of the Participant Data. The Participant shall indemnify EFS for any losses, damages or expenses arising in connection with the transmission, use or storage of Participant Data.

10.4. Participant Data: Data Analytics. Participant’s Obligations. Participant shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to EFS (collectively “Participant Data”). EFS shall be entitled to rely upon the Participant Data in providing the Services. EFS shall not be required to act on instructions provided by Participant if EFS has reason to believe that the information submitted or instructions contained in the Participant Data is not complete or correct. EFS shall have no obligation to perform any review or analysis of the content or accuracy of the Participant Data. The Participant shall indemnify EFS for any losses, damages or expenses arising in connection with the transmission, use or storage of Participant Data.

11. Intellectual Property. Except as expressly provided herein, this Agreement does not grant either party any right, title, interest, or license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on the part of EFS, the Services, or, on the part of either EFS or Participant, applications in business method, or technology used by any of the other party (or those of such party’s affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from EFS or its affiliates’ research and development activities.

12. Verification. Participant represents and warrants to EFS that the information provided by it herein is complete and accurate. Participant acknowledges that EFS’ acceptance of this Agreement is contingent upon the accuracy of such information. Participant grants to EFS, as well as to its users, to trade references, Dun and Bradstreet, and banks, consumer credit services, consumer reporting agencies and to state and federal government representatives without regard to whether they are listed herein, permission and authorization to verify, receive, retain, exchange and obtain business and/or personal credit and other information, including without limitation financial statements, accounts receivable information, criminal background checks, as part of EFS’ ongoing evaluation of Participant and as necessary to comply with applicable Legal Requirements and EFS’ record retention policies and practices.

13. EFS Website. Participant may have access to the website operated by EFS in connection with the Services ("EFS Website"). Participant and its employees authorized by Participant to use the EFS Website will comply with the terms and conditions of service established for the EFS Website and agree to be bound by such terms and conditions.

14. Consent to Electronic Communications and Notices. Participant hereby consents to electronic delivery of those documents that may be published from time to time on the EFS Website and/or delivered electronically to Participant.

15. General.

15.1 Governing Law. Tennessee law will govern the interpretation, validity and enforcement of this Agreement, without regard to principles of conflicts of law. Any claim or demand relating to goods and/or services purchased using the Participant’s card shall be resolved between the Participant and the merchant providing the goods and/or services. Subject to the foregoing, the parties hereby consent to the exclusive jurisdiction of the state courts located in Davidson County, Tennessee for resolving any dispute under this Agreement. Unless Participant is domiciled outside the United States, in which case any such dispute will be resolved by binding arbitration in Davidson County, Tennessee under the then-current Commercial Arbitration Rules of the American Arbitration Association. The prevailing party shall be entitled to recover its reasonable attorneys’ fees and court or arbitration costs, as applicable.

15.2 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction or arbitrator to be illegal, invalid or unenforceable will be deemed void; and the remainder of this Agreement will continue in full force and effect. To the extent any provision is deemed void pursuant to the foregoing, the court or arbitrator will substitute a valid provision approximating the intent of the parties.

15.3 Headings. The headings in this Agreement are for reference only.

15.4 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Participant and EFS, and supersedes all prior agreements, written or oral, related to the Services. Any amendment to this Agreement must be in writing and signed by EFS and Participant. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are deemed valid and effective.

15.5 Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by Participant without prior written consent from EFS. Subcontractors. EFS may subcontract all or any portion of the Services using vendors both within and outside the United States.

15.6 Notices. All notices or other communications under this Agreement shall be deemed delivered when received (i) in person, (ii) by delivery to the person(s) listed above; or such other address as such party may designate in writing.

15.7 Survival of Obligations. Accrued payment obligations, Sections 1.3, 1.4, 1.5, 2.3, 3.4, 4 through 11 and 15, and all representations and warranties of Participant herein, will survive termination of this Agreement.

15.8 Independent Contractors. EFS and Participant are independent contractors. Nothing in this Agreement will be deemed to create a joint venture, partnership, employment or similar relationship between the parties. EFS will not be liable for any obligation incurred by the Participant.

15.9 Waiver. No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder will affect such right, power or privilege. The parties’ rights and remedies under this Agreement, at law and in equity, are cumulative and not exclusive of each other. To the extent not prohibited by law, the consent, waiver or forbearance by a party to any breach of this Agreement shall not preclude a party from enforcing such provision or provisions at a later date or preclude any party from exercising any other remedy to which it may be entitled at law or in equity.

15.10 Governing Law. Tennessee law will govern the interpretation, validity and enforcement of this Agreement, without regard to principles of conflicts of law. Any claim or demand relating to goods and/or services purchased using the Participant’s card shall be resolved between the Participant and the merchant providing the goods and/or services.
EFS Master Services Agreement

Section I: Customer Information

Customer Full Legal Name: Billing Contact:

Customer Primary Address:
City, State/Province, Zip/Postal Code:

Customer Phone Number:
Billing Contact Phone Number:

Customer Fax Number:
Billing Contact Fax Number:

Customer Primary Contact:

Primary Contact Phone Number:
Number of Active Drivers/Cardholders:

Number of Active Vehicles in Fleet:

Section II: Services (check all that apply)

☐ EFS Fuel Card, EFS Check, and/or EFS Money Code (See Exhibit A)
☐ EFS SmartFunds Card Services (See Exhibit B)

☐ EFS Driveline Fuel Tax and Out-of-Route Reporting Services (See Exhibit C)

☐ Z-Con Services (See Exhibit D)

☐ Fuel Management Services (See Exhibit F)

☐ Temporary Permits Services (See Exhibit H)

☐ Custom Card Production Services (See Exhibit E)

☐ MasterCard® Corporate Card Services (See Exhibit G)

☐ MasterCard® Fleet Card Services (See Exhibit J)

Notes: The items selected above indicate the Services requested by Customer to be provided by EFS as of the Effective Date. Customer may adjust its Services selection from time to time subject to the terms and conditions of this Agreement and each applicable Exhibit. Termination fees may apply.

Section III: Account Set-Up Fee

Account Set-Up Fee Schedule (check appropriate tier):

☐ Not Applicable

☐ 1 through 149 vehicles $50.00

☐ 150 through 500 vehicles $100.00

☐ 301 through 500 vehicles $300.00

☐ 501 through 1,000 vehicles $500.00

☐ 1,001+ vehicles $1,000.00

In the event total service fees to EFS for the Services are less than $50.00 in any calendar month, EFS shall charge a monthly minimum use fee equal to the difference between the monthly total service fees and the minimum use fee which shall not exceed $50.00.

Section IV: Minimum Usage Charge

Section V: Miscellaneous

EFS Sales Representative:

AUTHORIZATION

Customer hereby represents and warrants that (i) the signatory below (“Authorized Representative”) is either a duly elected corporate officer or the owner/proprietor of the company listed above (“Customer”) and is duly authorized to execute this EFS Master Services Agreement on behalf of Customer. Customer hereby agrees (i) to be bound by all terms and conditions contained in the Agreement and any corresponding attachments, exhibits or schedules, as amended from time to time, each of which is hereby incorporated herein (collectively, the “Agreement”). By signing below, Customer and Electronic Funds Source LLC acknowledge that they have read, understand, and agree to this Agreement as being effective as of the effective date of the services selected in Section II above, as set forth in the applicable Exhibit(s), for the duration of the applicable Term (defined below), unless earlier terminated in accordance with the terms of this Agreement. Electronic Funds Source LLC conducts business under other trade names, including, for example, EFS, T-Check Systems, Les Systèmes T-Check, T-Check and TCH. References herein and in any exhibit hereto to “EFS” are understood to be to Electronic Funds Source LLC, a Utah limited liability company, by whatever such name it may be conducting business.

IN WITNESS WHEREOF, EFS and Customer executed this Agreement.

Customer

Print Name: _______________________

Title: ___________________________

Authorized Signature: __________________________

Date: ________ / ________ / ________

Electronic Funds Source LLC

Print Name: _______________________

Title: ___________________________

Authorized Signature: __________________________

Date: ________ / ________ / ________

Master Terms and Conditions

1. Services.

1.1 Scope of Services. These Master Terms and Conditions govern all of the services to be provided by EFS to Customer as described in Section II above of this Agreement and as more particularly set forth in the attached exhibits and any schedules attached thereto (collectively the “Services”). Each such exhibit may contain additional terms and conditions which are applicable solely to the Services described in such exhibit.

1.2 Business Purpose. Customer represents and warrants to EFS that (i) it is a governmental, non-profit, or commercial business enterprise; (ii) the Services provided to Customer will be used by Customer and its employees and other authorized users for valid and lawful business purposes only; (iii) any Services that may be used to make purchases and or obtain cash will not be used for personal, family or household purposes.

1.3 Merchants. EFS does not guarantee any merchant’s timely application of payment when Customer uses any of the Services at such merchant’s facilities, and EFS will not be liable for any late payment fees assessed or any disrupted services between such merchant and Customer that may result in the event a Merchant fails to timely apply any amounts received from EFS to Customer’s account. Customer understands that EFS notifies Merchant of Customer payment via email or facsimile as established during Customer Merchant set up. Customer is responsible to monitor payments and use the available online reporting to ensure their Merchants process payments accordingly.

1.4 Stopped Payment. Customer acknowledges that once a payment is processed using any Services, EFS cannot “stop payment” on the transaction. Customer instead must follow the disputed transaction process outlined in the policies posted on the EFS Website (defined below).
2. Term and Termination.

2.1 Term. This Agreement commences on the date of EFS’s signature on the first page of this Agreement ("Effective Date") and will extend for so long as any term under any exhibit attached hereto continues in force (the "Term").

2.2 Termination. Either party may terminate this Agreement if the (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within thirty (30) days.

2.2.2 EFS may terminate this Agreement, suspend all or a portion of its Services or perform any other acts in violation of, any United States or Canadian federal, state, provincial or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations ("Legal Requirements"), and each party will be solely liable for any violation by such party of applicable Legal Requirements. Each party is responsible for (i) monitoring and interpreting Legal Requirements applicable to such party; and (ii) determining the particular actions, disclosures, formulas, provides to EFS for use in connection with such party’s Legal Requirements (whether to be performed by EFS or by Customer). Neither party shall be responsible for any violation by the other party of the other party’s Legal Requirements.

5. Disclaimer of Warranties. Except as specifically set forth in this Agreement, EFS disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the Services provided under this Agreement. Further, EFS does not warrant that Customer’s use of the Services will be uninterrupted or error-free. This Agreement is a service agreement, and any equipment provided to Customer under this Agreement is incidental to the Services provided and remains the property of EFS.


6.1 Neither party will be liable to any other limitations in the exhibits attached hereto, EFS’s cumulative liability for any loss or damage, from any cause whatsoever, will be limited to the lesser of (i) One Hundred Thousand Dollars ($100,000); or (ii) the amount of the Fees paid to EFS by Customer for Services performed in the preceding twelve (12) month period.

6.2 NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Neither party may bring an action (regardless of form) for breach of this Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein. Each party will act to mitigate its damages.

7. Indemnification.

7.1 Customer Indemnity. Subject to Sections 6.2 and 6.3, Customer will indemnify, defend and hold harmless EFS, its directors, officers, employees, agents, attorneys, and consultants (collectively, "Claimants") arising out of or connected with Customer’s (and Customer’s users’, affiliates’, employees’, agents’ or representatives’) (i) gross negligence or willful misconduct; (ii) material breach of this Agreement; (iii) use or misuse of any Service or product thereof or the EFS Website; (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; or (v) negligence or willful misconduct resulting in a Security Incident (defined below) affecting EFS’s systems. Customer will not indemnify EFS for Claims arising from EFS’s acts or omissions for which Customer is entitled to indemnification.

7.2 EFS Indemnify. Subject to Section 6, EFS will indemnify, defend and hold harmless Customer, its directors, officers, employees, agents and affiliates against any third party Claims arising out of or in connection with EFS’s (and EFS’s affiliates’, employees’, agents’ or representatives’) (i) gross negligence or willful misconduct; (ii) a material breach of this Agreement; or (iii) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party by use of the Services, except to the extent such claim is caused by, relates to or arises from any negligent or willful acts or omissions of Customer or its agents or representatives in the use of the Services (including any product thereof) as permitted under this Agreement or (b) Customer’s configuration or use of the Services (including any product thereof) in combination with other software, equipment, services, elements, components or systems that are not provided by EFS. EFS will not indemnify Customer for Claims arising from any errors or omissions in any information, data or services provided to or by Customer or its users’ acts or omissions for which EFS is entitled to indemnification, or
any claim or issue Customer may have with goods or services purchased using Customer's card.


8.1 Confidential Information. “Confidential Information” means all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving party; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

8.2 Disclosure and Use Restrictions. Neither party will disclose, reproduce, transfer or use the other party’s Confidential Information; provided, however, that (i) EFS’s employees, agents, advisors or subcontractors may access and use Customer’s Confidential Information or Personal Information (defined below) in connection with providing the Services provided such persons will comply with the confidentiality provisions of this Agreement and (ii) either party may disclose Confidential Information to the extent it must be communicated in response to a valid law, regulation or court order, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by law, regulation or court order) so such party may seek a protective order or otherwise prevent or limit such disclosure.

8.3 Information Security. Each party is responsible for: (a) the security of non-public or personally identifiable information (“Personal Information”) on the systems under its control; and (b) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors (if any) in connection with the Services. Personal Information will also include any nonpublic personal information of a consumer, as each as defined by Section 6309 of the Gramm-Leach-Bliley Act. Each party will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a “Security Incident”). In the event of a Security Incident, the affected party will comply with applicable law and in the event Personal Information was compromised and it is reasonably suspected that misuse will result, notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. EFS is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of transmissions using these lines.

8.4 Equitable Relief. EFS and Customer agree there is no adequate remedy at law in the event of a breach of the confidentiality, disclosure, use, safeguarding and ownership requirements (collectively, the “Confidentiality Requirements”) related to Confidential Information and Personal Information under this Agreement. A breach of the Confidentiality Requirements will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law; and, therefore, the non-breaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party in addition to any other rights or remedies available at law or in equity.

9. Customer Data; Data Analytics.

9.1 Customer Data and Analytics. Customer shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to EFS (collectively “Customer Data”). EFS shall be entitled to rely upon the Customer Data in providing the Services. EFS shall not be required to act on instructions provided by Customer if EFS reasonably doubts an instruction’s contents or Customer’s compliance with this Agreement or any Legal Requirements. Subject to the provisions of Section 8 herein, EFS and/or its affiliates may extract information from the Customer Data provided to EFS by Customer and use this information with any other information with respect to the provision of services, products, and other development and analytics tools and products in accordance with applicable law. Customer represents that it has sufficient rights (and has made sufficient disclosure to its users) in the information provided hereunder to authorize such use. EFS or its affiliates will own all right, title or interest in or to any information, products, services or intellectual property arising from such data and analytics research and development activities. EFS and its affiliates’ access to and use of information, including use in commercial products developed as a result of or in connection with such research and development activities, will not be a violation of this Agreement. 9.2 Number of Vehicles. Some of the Services provided by EFS hereunder may be billed on the basis of the number of vehicles or other units does not grant either party any right, title, interest, or license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on the part of EFS, the Services, or, on the part of either EFS or Customer, applications or business methods of the other party (or those of such party’s affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from EFS or its affiliates’ research and development activities.


10.1 Ownership. Except as expressly provided herein, this Agreement does not grant either party any right, title, interest, or license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on the part of EFS, the Services, or, on the part of either EFS or Customer, applications or business methods of the other party (or those of such party’s affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from EFS or its affiliates’ research and development activities.

10.2 Use of Marks and Publicity. Neither party will use any trademark, service mark, trade name or other proprietary designation (collectively, “Marks”) owned, licensed or registered by the other party without prior written consent; provided, however, EFS may use Customer’s name in publicity indicating that Customer and EFS have entered into a contractual relationship and in which both parties agree. A breach of the Agreement to the use of a party’s Marks will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching party (without posting a bond or other security).

11. Verification; Credit Limit and Security.

11.1 Verification. Customer represents and warrants to EFS that the Application attached hereto as Schedule to EFS MSA (the “Application”) is complete and accurate. Customer acknowledges that EFS’ acceptance of this Agreement is contingent upon EFS’ approval of Customer’s Application. Customer grants to EFS, as well as to trade references, Dun and Bradstreet, and banks, consumer credit services, consumer reporting agencies and to state and federal government representatives without regard to whether they are listed hereinafter, permission and authorization to verify, receive, retain, exchange and obtain business and/or personal credit and other information, including without limitation, financial statements, accounts receivable information, criminal background checks, as part of EFS’ ongoing evaluation of Customer and as necessary to comply with applicable Legal Requirements and EFS’ record retention policies and practices.

11.2 Credit Limit. EFS shall determine, in its sole discretion, whether to establish a monetary limit (“Credit Limit”) that will be applicable to Customer’s use of the Services. EFS may increase or decrease such Credit Limit from time to time, in its sole discretion. It is EFS’ policy to promptly notify Customer upon establishment of a Credit Limit or any change therein. EFS will not be liable in the event it fails to do so. EFS does not guarantee that it will establish or maintain any specific available Credit Limit for Customer, and Customer hereby waives any and all claims against EFS and its affiliates based on EFS’ determination of Customer’s Credit Limit. Customer agrees not to request or permit transactions using the Services in excess of its Credit Limit. In the event Customer exceeds its Credit Limit, EFS may, in its sole discretion, demand immediate payment, immediately suspend providing the Services, and/or charge an additional service fee.

11.3 Security Interest. Customer hereby grants to EFS a security interest in all of the present and future assets described below, whether now owned or hereafter acquired, together with all proceeds of and rights in connection with such property (hereinafter called “Collateral”) to secure the performance of all obligations of Customer owing to EFS. The Collateral includes: all accounts and interests in goods represented by accounts; contract rights; commercial paper; chattel paper; general intangibles; including without limitation, tax and duty refunds; registered and unregistered patents, trademarks, service marks, copyrights, trademarks and applications the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, and any and all existing and future accounts, deposits and other rights of Customer. EFS may finance or otherwise use or otherwise dispose of the Collateral. EFS may also use the Collateral as security for all amounts due to EFS from Customer irrespective of whether or not any contract or transaction giving rise to such amount is in existence.

12. EFS Website. EFS may provide Customer with access to the website operated by EFS in connection with the Services (“EFS Website”). Customer and any employees who are designated and authorized by Customer to use the EFS Website will comply with all policies and the Terms of Use posted on the EFS Website, as the same may be modified from time to time.
13. Consent to Electronic Communications and Notices. Customer hereby consents to electronic delivery of the following documents and accepts any future changes to those documents that may be published from time to time on the EFS Website and/or delivered electronically to Customer: Online Electronic Disclosure and Consent Agreement, All Product and Service Disclosures, Periodic Statements, Notices, History and Transaction Records, Change-in-Terms, Adverse Action Notices and Changes to Minimum Hardware and Software Requirements. By consenting to conduct transactions and receive disclosures and notices electronically Customer agrees to provide EFS with the information needed to communicate electronically. Customer agrees to keep the e-mail and account information current at all times and to notify EFS immediately if it changes. If Customer fails to update or correct the email, EFS may freeze the account until Customer contacts EFS and provides corrected information. By signing this Agreement or by using any Services, Customer agrees to continue to have (or have access to) the minimum hardware and software required to access the EFS Website and receive the electronic notices above.

14.1 Governing Law. Tennessee law will govern the interpretation, validity and enforcement of this Agreement, without regard to its conflicts of law.

14.2 Dispute Resolution. Any claim or demand relating to goods and/or services purchased using the Customer’s card shall be resolved between the Customer and the merchant providing the goods and/or services. Subject to the foregoing, any dispute arising out of or relating to this Agreement shall be resolved pursuant to binding arbitration. Said arbitration shall take place in Nashville, Tennessee, and be governed by the then-current Commercial Arbitration Rules of the American Arbitration Association (the “Rules”). The parties shall mutually agree on a single arbitrator, or if the parties cannot agree, the arbitrator shall be selected in accordance with the Rules. Should a further dispute arise regarding either the interpretation or the enforcement of the arbitrator’s ruling, the parties’ remedy shall be to re-submit the matter to the same arbitrator, if available, and if not, to an arbitrator mutually agreed to by the parties (or if the parties cannot agree, one selected in accordance with the Rules). Following arbitration, the prevailing party shall be entitled to recover its reasonable costs of arbitration, including reasonable attorney’s fees. In the event that the arbitrator orders Customer to pay money to EFS, Customer shall pay interest upon such sums at the interest rate provided in this Agreement from the date the money was first due to EFS. Customer shall pay all sums not disputed in good faith in strict accordance with this Agreement.

14.3 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction or arbitrator to be illegal, invalid or unenforceable will be deemed void; and the remainder of this Agreement will continue in full force and effect. To the extent any provision is deemed void pursuant to the foregoing, the court or arbitrator will substitute a valid provision approximating the intent of the parties.

14.4 Headings. The headings in this Agreement are for reference only.

14.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Customer and EFS, and supersedes all prior agreements, written or oral, related to the Services. This Agreement includes, and incorporates, the attached Exhibits and/or schedules. Any amendment to this Agreement must be in writing and signed by EFS and Customer.

14.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are deemed valid and effective.

14.7 Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by either party without prior written consent from the other party, which will not be unreasonably withheld. Consent, however, is not needed for EFS to assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of all or substantially all of EFS’ assets.

14.8 Subcontractors. EFS may subcontract all or any portion of the Services using vendors both within and outside the United States.

14.9 Notices. All notices or other communications under this Agreement will be deemed effective (i) three (3) days after mailing by first class registered or certified mail, postage prepaid, return receipt requested; or (ii) one (1) day after mailing by nationally recognized courier service. Any notice or other communication sent in any other manner will be effective upon receipt. Any notice to (a) EFS shall be directed to the attention of General Counsel, Electronic Funds Source, LLC, 3100 West End Avenue, Suite 1150, Nashville, Tennessee 37203 (b) Customer shall be directed to the person and address listed in the Application; or such other address as such party may designate in writing.

14.10 Survival of Obligations. Sections 1.2, 1.3, 1.4, 2.2.3, 2.2.4, 3.5, 6-10, 11.3, 14, obligations of any guarantors of Customer’s obligations hereunder, all representations and warranties of Customer set forth herein or in any exhibit or schedule attached hereto, and any limitation of liability set forth in any exhibit or schedule attached hereto, will survive termination of this Agreement and/or such exhibit or schedule, as applicable.

14.11 Independent Contractors. EFS and Customer are independent contractors. Nothing in this Agreement will be deemed to create a joint venture, partnership, employment or similar relationship between the parties. Except as specifically provided for herein, neither party will be liable for any obligation incurred by the other; neither party is an agent or representative of the other; and neither party will represent otherwise.

14.12 Waiver. No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder will affect such right, power or privilege. The parties’ rights and remedies under this Agreement, at law, and in equity are cumulative and not exclusive. Any waiver, consent or approval of any failure to comply, breach or default under this Agreement must be in writing, will be effective only to the extent set forth in such writing and will not continue to apply to additional failures to comply, breaches or defaults.

14.13 Force Majeure. Neither party will be in default under this Agreement, and such party will be excused from performing its obligations, if its performance is prevented, restricted, delayed or interfered with due to a Force Majeure Event, whether foreseen or not. A “Force Majeure Event” includes (i) labor disputes, strikes, riot or other civil unrest; (ii) flood, hurricane, tornado, lighting, severe weather, earthquake or other natural disaster; (iii) rationing or other shortage of materials; (iv) utility failures, electronic transmission failures or other electronic or communication failures or delays; (v) terrorism, embargo, blockade, revolution or other acts of war; (vi) any change in laws, orders, rules, regulations, ordinances or other governmental or judicial acts impairing performance, (vii) acts of God, or (viii) any event that is beyond a party’s reasonable control. Notwithstanding anything to the contrary in this Agreement, the duty of Customer to remit payment to EFS is absolute and shall not be diminished, excused or discharged by any Force Majeure Event.

14.14 Office of Foreign Asset Control. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each 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.

14.15 Language. The parties have requested that this Agreement be drafted in English. Les parties aux présentes ont exigé que le présent contrat soit rédigé en langue anglaise.
SECTION I: CUSTOMER COMPANY INFORMATION

CORPORATE NAME: ________________ NAME (DBA): __________________

LOCATION ADDRESS: __________________ BILLING ADDRESS: __________________

CITY, STATE/PROVINCE, ZIP/POSTAL CODE: ________________ CITY, STATE/PROVINCE, ZIP/POSTAL CODE: ________________

WEB URL ADDRESS/DOMAIN NAME: ________________ COMPANY EMAIL ADDRESS: __________________

LOCATION TELEPHONE: __________________ FAX NUMBER: __________________

FEDERAL TAX OR CRA ID #: ________________ CORPORATE TELEPHONE: __________________

DUN & BRADSTREET #: __________________ DOT #: __________________

YEARS IN BUSINESS: ________________ MC OR PROVINCIAL OPERATING LICENSE: ________________

OWNERSHIP:

☐ INDIVIDUAL/SOLE PROPRIETOR ☐ CORPORATION ☐ TAX EXEMPT ☐ LIMITED LIABILITY COMPANY (LLC)

☐ PARTNERSHIP ☐ GOVERNMENT ☐ MEMBER SBA ☐ MEDICAL/LEGAL CORPORATION

NUMBER OF: __________________ AMOUNT OF AVERAGE WEEKLY VOLUME: __________________

CARDHOLDERS/DRIVERS TRUCKS FUEL CHECKS OTHER

DESCRIPTION OF TRANSPORTATION SERVICES PROVIDED TO YOUR CLIENTS:

SECTION II: MANAGEMENT PROFILE (**MINIMUM OF 2 OFFICERS UNLESS SOLE PROPRIETORSHIP**)

NAME: __________________ TITLE: __________________

NAME: __________________ TITLE: __________________

YEARS W/ COMPANY: ________________ % OF OWNERSHIP: ________________

YEARS W/ COMPANY: ________________ % OF OWNERSHIP: ________________

OFFICE TELEPHONE: __________________ MOBILE TELEPHONE: __________________

OFFICE TELEPHONE: __________________ MOBILE TELEPHONE: __________________

E-MAIL ADDRESS: __________________ DATE OF BIRTH: ________________

E-MAIL ADDRESS: __________________ DATE OF BIRTH: ________________

HOME ADDRESS: __________________

HOME ADDRESS: __________________

HAS COMPANY (CUSTOMER) OR THE OWNERS/PRINCIPALS EVER FILED FOR BANKRUPTCY? ☐ YES ☐ NO
IF YES: ☐ BUSINESS BANKRUPTCY ☐ PERSONAL BANKRUPTCY
PLEASE EXPLAIN:

SECTION III: BUSINESS REFERENCES

BANK REFERENCE: __________________ CONTACT: __________________ TELEPHONE NUMBER: __________________

TRADE REFERENCE (SUPPLIER) NAME: __________________ CONTACT: __________________ TELEPHONE NUMBER: __________________

TRADE REFERENCE (SUPPLIER) NAME: __________________ CONTACT: __________________ TELEPHONE NUMBER: __________________

Customer understands and agrees that sensitive Customer Information (including credit line availability, check drawable balance information, transaction authorization information and such other Confidential Information EFS may designate from time to time) may only be accessed by Customer employees listed in the Management Profile (Section II above) and such other employees designated by Customer as Authorized Users. It is Customer’s sole responsibility to notify EFS in writing of any changes to the Customer designated employees authorized to receive such Confidential Information. EFS shall have no liability whatsoever for providing such information to Customer’s designated employees in compliance with the foregoing.

AUTHORIZATION
Customer hereby represents and warrants that the Application is complete and accurate and the information may be relied upon by EFS. Customer hereby authorizes EFS, without reservation, to verify the information on the Application.

Print Name: __________________

Title: __________________

Authorized Signature: __________________

Date: __________ / __________ / __________
Thank you for being a TruckersB2B member. We want to make sure you are getting the maximum amount of savings. Below is a list of our savings programs. To learn more, call 888.937.6334 or check the box of the programs you would like to learn more about and we'll contact you.

**FUEL**
- **Fuel Rebates** → Save up to $0.08 per gallon at Pilot Flying J & TA/Petro with a Condata, SFS/TCH, Fleet One or T-Chek fuel card.

**TIRES**
- **Tire Savings** → Receive up to a $15 rebate per tire on Goodyear tires & retreads & $20 on all Yokohama tires. National Account benefits also available.

**EQUIPMENT**
- **New Trucks** → Save up to $1,000 on new medium duty, heavy duty, and sever service International trucks.
- **Used Trucks** → Save $500 on used trucks from International Used Truck Centers.

**TECHNOLOGY**
- **Wireless Services** → Save 15% on select Sprint wireless services.
- **Fleet Management** → Receive a $20 rebate on each GoTires activation and up to 5% off monthly service plans.
- **Software** → Receive a 10% rebate or additional software from Navasys.
- **Mobile Comm** → Special offer with PeopleNet.
- **Freight Finding** → Up to 30 days free & up to a 20% discount with Getloaded & TruckersEdge.
- **Toll & Bypass** → All set up fees waived plus other savings with BESTPASS.

**OFFICE SOLUTIONS**
- **Document Scanning** → Receive discounted rates on TRANSFLO Express, TRANSFLO Nowl and TRANSFLO Mobile+ from Pegasus.
- **Payroll Services** → Receive discounts and other benefits with ADP.
- **Operations Products** → Up to 24% discount on all Grainger catalog items.
- **Office Supplies** → Exclusive savings and benefits with Staples & OfficeMax.
- **Uniforms** → Save 25% on uniforms and uniform services with UniformFirst.
- **Fleet Maintenance Supplies** → Save up to 25% on Imperial Supplies.

**INSURANCE**
- **Accident Insurance** → Save on accidental accident Insurance with Trinity Risk and AON Risk Solutions.

**MAINTENANCE**
- **Oil Lubricants** → Save up to $1.25/gal on Castrol diesel engine oil products.
- **Breakdown Service** → Save on breakdown service from Interstar and RoadSquad Connect.
- **Parts** → Save on parts with the Fleet Charge® Advantage Card.
- **PM/DOT** → Save up to $20 on PM and DOT services from Bonus Boss, Goodyear Commercial Tire & Service Centers, & TV Petro locations.

**FINANCE**
- **Accounts Receivable Financing** → Receive a 2% rebate from Marquette Transportation Finance.
- **Factoring** → Receive a 2% rebate on all fees paid to Triumph Business Capital and a 3% rebate from Orange Commercial Credit.

**LEGAL SERVICES & HOTELS**
- **Legal Services** → Discounted rates with Open Road Drivers Plan.
- **Hotels** → Save up to 15% at Wyndham Hotel Group & Motel 6 locations.

truckersb2b.com/savingsprograms

Tell me more about the programs I selected. Fax to 888.855.9633

Company Name __________________________ Contact Name __________________________
Phone __________________________ Email __________________________
SAVE UP TO $0.08 PER GALLON

When you use an EFS card and join TruckersB2B, Enrollment is free!

HOW TO SAVE ON FUEL

1. Use an EFS card for your over-the-road fuel purchases and enroll in TruckersB2B. (Enrollment is free, and you gain access to industry-wide savings.)

   (See back)

3. Direct your drivers to fuel at any of the over 850 truck stops within the TruckersB2B Fuel Network. (Pilot Travel Centers, Flying J, TravelCenters of America (TA) and Petro Stopping Centers)

4. TruckersB2B will obtain your fueling information electronically, calculate your rebate amount, and mail you a monthly rebate check. For your Pilot Flying J gallons, TruckersB2B will calculate your rebate amount and mail you a monthly rebate check. For your TA/Petro gallons, the discount will be automatically reflected on your EFS invoice as a discount off the cash price.

Start by completing the information below to enroll in TruckersB2B and then complete the fuel authorization form on the back. For more information, go to truckersb2b.com/efsbenefits

Join TruckersB2B. It's free! Fax to 801-395-8662 or Email to fuel/forms@truckersb2b.com

Contact Name ________________________________  Title ________________________________
Phone ________________________________  Fax ________________________________
Company Name ________________________________
City ________________________________ State ________________________________ Zip ________________________________
# of Company Trucks ________________________________  # of Owner Operator Trucks ________________________________

What brands of tires do you buy?

MORE GREAT REASONS TO ENROLL

Tires:
National account tire pricing from top names in the industry.

Wireless Services:
Save 10% on Sprint wireless service plans.

New & Used Trucks:
Eligible member can receive up to a $1,000 rebate on new international trucks and a $500 rebate on used trucks from International Used Truck Centers.

Oil:
Receive rebates of $1.25/gallon on Castrol Elixon, $1.75/gallon on Castrol SynEur and $2.25/gallon on Castrol Tection Extra.

PM/DOT:
Save up to $50 on PM and DOT services at TA/Flying J, Goodyear Commercial Tire & Service Centers and Boise men's Boat Shop.

Fleet Management:
Receive a $20 rebate on each Great爸妈 actiation and up to an extra discount off the monthly service.

Occupational Accident Insurance:
Get affordable Occupational Accident Insurance through Trinity Risk and Aon.

Document Scanning:
Receive discounted rates on scanning fees with TRANSPLC Express & TRANSPLC Now.

Payroll Services:
Receive exclusive savings and benefits with ADP.

Software:
Purchase from Primex and receive a 10% rebate or additional software.

Operations Products:
Exclusive savings with Granger.

Plus many more great savings!
Restrictions apply. Subject to change.

EFS electronic funds source
The undersigned trucking company ("Customer") utilizes the EFS ("Company") card for truckstop fuel purchases, and Customer has elected to participate in the TruckersB2B ("TB2B") fuel program. In order for TB2B to determine the amount of the rebates owed to Customer, Company must provide information to TB2B about Customer's fuel purchases.

By signing below and supplying the requested information, Customer hereby authorizes and directs Company to provide fuel purchase information to TB2B for use in calculating fuel rebates owed to Customer. Information is to include, but not limited to, purchase location and number of gallons.

INFORMATION PROVIDED ABOUT THE CUSTOMER TO TB2B SHALL ONLY BE USED IN RELATION TO THE FUEL REBATE. IT WILL BE HELD IN STRICT CONFIDENCE AND NOT DISCLOSED TO ANY THIRD PARTY.

Company Account Number(s):
(Numbers only i.e. 123456)

Customer would like to participate in the TB2B fuel rebate program and receive rebates from fueling in the following network(s). TB2B rebates will not replace, nor be in addition to, any currently existing discounts or rebates the Customer receives from truckstop locations in the TB2B fuel network. Please initial one.

- [ ] Pilot Flying J  $0.08 per gallon rebate at Pilot Flying J locations. No minimum fueling requirements necessary.
- [ ] TA Petro  $0.08 per gallon point of sale discount at TA/Petro locations. No minimum fueling requirements necessary. Discount will be reflected on your billing card invoice.

Trucking Company Name (Print) ____________________________

City/State ____________________________

Authorized Signature and Title ____________________________

Telephone Number (_____) _____-_____

Printed Name ____________________________

Date /_____/____/____