

BP Fleet Card Client Agreement

Summary of Certain Fees¹²³

Category	Fee / Rate
Important Note: Please review all of these materials so that you are fully informed about your terms and conditions. We may change the rates, fees, and terms summarized below at any time by giving you written notice of such changes.	
Program Fees	
Account Fee	<ul style="list-style-type: none"> • \$10 per month
Other Fees & Charges	
Non-Standard Payment Option	<ul style="list-style-type: none"> • \$0 for payment via the online account management system • \$0 for payment via the Interactive Voice Response (IVR) system • \$0 for payment via conforming check • \$0 for payment via the online account management system or conforming check • \$15 per representative assisted Check by Phone payment • Up to \$50 set up fee for FLEETCOR initiated EFT payment • Up to \$50 per Customer initiated EFT/ACH/Wire/Non-Standard payment
Late Payment	<ul style="list-style-type: none"> • Standard Accounts: Greater of \$75 or 5.00% of New Balance • High Credit Risk Accounts: Greater of \$75 or 9.99% of New Balance
Finance Charge	Revolving Accounts: <ul style="list-style-type: none"> • Greater of \$2 or Prime Rate + (14.99% - 23.99% APR) Non-Revolving Accounts: <ul style="list-style-type: none"> • Up to 1.95% of past due amount or the maximum amount permitted by law
Paper Report	<ul style="list-style-type: none"> • Up to \$15 per month (Note: Standard reports are available on-line free of charge)
Returned Payment	<ul style="list-style-type: none"> • Up to \$50 per occurrence
Research Requests	<ul style="list-style-type: none"> • \$5 per paper copy of billing statements, checks, sales slips, and/or memoranda of transactions (Note: Standard reports are available on-line free of charge)
High Credit Risk Account	<ul style="list-style-type: none"> • Up to 2% of the Account's spend limit

¹ Listed charges may not be applicable to all Customers.

² Charges/fees for additional products/services is available upon request.

³ Additional charged/fees may apply based on Customers agreed upon program. Please refer to full cardholder agreement for complete details.

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IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Please read this Agreement carefully before using your BP Fleet Card Account. This Agreement contains the terms and conditions of your Account, some of which may have changed from earlier materials provided to you. These new terms and conditions govern your Account for all billing periods that end after January 1st, 2019. The use of your Account, or a Card by you or an Authorized User after January 1st, 2019, means you accept this Agreement.

FleetCor Technologies Operating Company, LLC, ("FleetCor") operates the BP Business Solutions access and credit cards. This Agreement is your BP Cardmember Agreement. Read this Agreement thoroughly and retain it for your records. FleetCor wrote this Agreement in an informal style to make it easier to read and to help you become thoroughly familiar with the important rights and obligations that this Agreement covers before using your BP access and credit card products. In this Agreement, the words *you*, *your*, and *yours* mean the corporation, partnership, sole proprietorship or other business entity and each individual responsible for complying with this Agreement, including the corporation, partnership, sole proprietorship or other business entity and each individual who applied to open the account and to whom we address billing statements. The word *card* or *cards* means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this Agreement.

The words *we*, *us*, and *our* mean FleetCor, the issuer of your account. The words *authorized user* means any person to whom you give permission to use your account.

Using Your Account and Your Spend Limit

You are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. ***Any use of the card or cards issued on your account constitutes acceptance of the terms and conditions of this Agreement.*** Your card must only be used for lawful transactions. This account and the BP cards may be used for business purposes only and may not be used for personal, family, or household purposes. You will be advised of the spend limit applicable to your account. At our discretion and at any time, we may change your spend limit. Your spend limit gives you purchasing power that adjusts with your use of the account and other factors which may include fuel price, your payment history, credit record, and financial resources known to us. We will notify you of any new limit amount by sending you a notice ***or by reflecting the change in your billing statement.*** A change may take effect before you receive any notice from us. You may request a change to your spend limit by contacting us by mail or facsimile (fax). The amount charged on your account, including purchases, fees, or other charges, must always remain below your spend limit. However, if you exceed your spend limit you must still pay us. Additionally, all purchases exceeding your spend limit may be added to your minimum payment amount. We may approve transactions that cause the balance to exceed your spend limit without waiving any of our rights under this Agreement. If you exceed your spend limit, then you are subject to having service suspended.

Credit Balance

We will return to you any positive credit balance over \$25 if the amount has been on your account longer than three months. You may request a refund of a credit balance at any time. We may reduce the amount of any positive credit balance by the amount of new charges posted to your account.

Additional Cards

You may request additional cards on your account for yourself or others and you may permit an authorized user to have access to your card or a card you request for them or your account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. In order to cancel permission of an authorized user to use your account, you must notify us in writing, ***and you must return to us, with your written notice, any card in the possession of the authorized user.*** You will continue to be liable for all purchases made by authorized users, even if you no longer want them to make purchases and even if they leave your employment, and all other resulting account fees and charges, ***until we receive your letter and the card.*** You are responsible for the use of each card issued on your account according to the terms of this Agreement.

Billing

Your billing statement shows the balance, any finance charges, fees, the minimum payment, and the payment due date. It also shows your current spend limit; an itemized list of current charges, debits, payments and credits; a summary of the purchase activity, including the finance charges; a rate summary; and other important information. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or attorney for collection, we may, in our sole discretion, stop sending you billing statements. However, finance charges and fees will continue to accrue whether or not we send you billing statements. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

How We Determine the Amount Due and the New Balance

The total outstanding balance (the amount you owe us) appears as the "Amount Due" on the billing statement. To determine the New Balance for the purposes of calculating Late Fees, we begin with the outstanding balance on your account at the beginning of each billing period, called the "Previous Balance" on the current billing statement. We may add any purchases and other debits through the "Period Ending" date of the current billing statement. We then add the appropriate finance charges or interest charges and fees and make other applicable adjustments. Finance charges and fees become part of the principal obligation for subsequent billing periods.

PAYMENT METHODS

- a) **Check Payments.** Checks should be sent along with the payment stub (lower portion of the statement summary page) via US Mail to the address shown on the statement. Overnight payments may be sent via guaranteed delivery to 109 Northpark Blvd, Suite 500, Covington, LA 70433 attn: BP Accounts Receivable. Conforming payments received at the address as displayed on statement before 4:00 p.m. Eastern Time on business day (Monday through Friday excluding banking holidays) will be credited to your account on the same day. All other payments will be posted the following business day. To be considered a conforming payment, it must be recognized by the lockbox facility as "conforming" which includes, but is not limited to, the following criteria: a single check without check skirt; sent in the envelope provided by us with remittance stub in the lower portion of the statement; one check per account per statement. In the event the Due Date falls on a day which is not a business day, conforming payments must be received by 4:00 p.m. Eastern Time on the preceding business day.
- b) **Customer Initiated Online Payments.** Prior to the Due Date specified on statement, you can submit payment via the online account management system. If insufficient funds are available on the account balance at the time a debit is initiated, you will not be able to make any further purchases using the Cards until such time that the you pay the outstanding balance in the account. Payments made online and received on or before 4:00 p.m. Eastern time on a business day will be credited to your account on the same business day. Otherwise, online payments will be credited to your account within the next business day.
- c) **Check by Phone.** We reserve the right to charge a Check by Phone Fee not to exceed fifteen dollars (\$15) for Customer requested payment made by calling a Customer Service Representative. Payment by phone received by 4:00 p.m. Eastern Time on a business day will be credited to

your account on the same business day, otherwise pay by phone payments will be credited to your account within the next business day. You can avoid the Check by Phone Fee by making the payment through the Interactive Voice Response (IVR) system or by using the online account management system to pay your account electronically.

d) **Fleetcor Initiated Electronic Funds Transfer (EFT).** We, at our sole discretion, may offer you the option of EFT payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your designated bank account (Bank Account). On the Due Date of each Billing Cycle, we will initiate a debit to the Bank Account to pay the Total Balance Due of the account from the previous Billing Cycle. If the amount charged to the account exceeds the spend limit at any time, we will also debit the Bank Account for the excess amount. The exact time that the Bank Account will be debited for the amount charged to the account may vary, depending on the processing capabilities of the bank at which the Bank Account exists. If insufficient funds are available in the Bank Account to pay the Total Balance Due at the time a debit is initiated, you will not be able to make any further purchases using the cards until such time that you pay the outstanding balance in the account. Furthermore, you will be assessed Returned Check Fee, Late Fee and Interest Charges related to the insufficient funds transaction. If the EFT option is offered to you, we reserve the right to charge a one-time set up fee up to fifty dollars (\$50.00) per account. We may change your billing and debiting cycle at any time by providing written notice.

e) **Other Payments.** We reserve the right to charge a fee of up to fifty dollars (\$50.00) for processing each Customer initiated Electronic Funds Transfer (EFT) / Automated Clearinghouse (ACH) / Wire payment.

REVOLVING ACCOUNTS

Some accounts have revolving credit terms and are therefore revolving accounts. If your account has revolving terms, your statement will contain, among other things, an "Annual Percentage Rate" box, a "Periodic Rate" box, a "Finance Charge" box and a "Min Payment Due." The following subparts (a) through (f) of this "Revolving Accounts" Section are applicable only to revolving accounts.

(a) Payments: You must pay at least the minimum amount by the payment due date, and you may pay more at any time without a penalty. The Amount Due shown on your billing statement may include amounts subject to different periodic rates. We will allocate your payments and credits to pay off balances at low periodic rates before paying off balances at higher periodic rates. The sooner you pay the Amount Due the less you will pay in finance charges. Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect "paid in full" or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank.

(b) Periodic Finance Charges: You will pay a finance charge equal to the daily periodic rate on the daily balance. The total periodic finance charge for each billing period is the sum of the daily periodic rate charges for each day in the billing period. Periodic finance charges on purchases will begin to accrue from the date the purchase is added to the daily balance, as described below, and continue to accrue until payment in full is credited to the account. The daily periodic rate used in determining the periodic finance charge will be a variable rate, which may change from month to month. The daily periodic rate during each billing period will be 1/365th of the sum of an Index plus a Margin, but not more than the maximum rate permitted by applicable law. The Index will be the highest Prime Rate published in the "Money Rates" section of The Wall Street Journal within the 90 calendar days immediately preceding, but not including, the first day of each billing period. The Margin will be between 14.99% and 23.99%. The daily periodic rate on the account, based on the Index of 3.25% as of February 17, 2009, and the lowest Margin of 14.99% will be a daily periodic rate of 0.04997% (**18.24% ANNUAL PERCENTAGE RATE**). The daily periodic rate, based upon the highest Margin of 23.99%, and an Index of 3.25% as of February 17, 2009, will be a daily periodic rate of 0.07463% (**27.24% ANNUAL PERCENTAGE RATE**). The applicable Margin will be determined based on our assessment of your risk profile (addressing such matters as your credit history or lack thereof) as reported to us by a third party reporting agency, and may be adjusted by us from time to time. Your applicable annual percentage rate will be reflected on your billing statement. An increase in the Prime Rate will increase the applicable daily periodic rate, which may increase the minimum payment due on your account. *If you pay the full amount of the Amount Due each month by the due date, no periodic finance charges will be assessed.* Your account will have a different Margin and we may also change the Margin applicable to your account if you default under any agreement (including without limitation terms and conditions applicable to other card products) that you have with us because you fail to make a payment to us, you exceed your spend limit, or you make a payment that is not honored by your bank. In such circumstances, we may increase the Margin to up to 23.99%. Factors considered in determining the default Margin may include the length of time the account with us has been open; the existence, seriousness, and timing of defaults under any agreement that you have with us; and other indications of account usage and performance. The default Margin will take effect as of the first day of the billing period in which you default. You may again become eligible for a lower Margin on new purchases after you have met the terms of all agreements that you have with us for six consecutive months. The existing balances may remain subject to the default Margin until they are paid in full.

(c) Daily Balance Calculation: To get the daily balance for each day, take the beginning balance on the account, including any accrued but unpaid finance charges and other fees through the previous day, add any new purchases, or debit adjustments, and subtract any payments, credits or credit adjustments. Purchases are included in the daily balance as of the later of the date of the transaction or the first day of the billing period in which the purchase is entered on the account. However, if you pay the Amount Due shown on the previous billing statement in full on or before the due date shown on that billing statement, new purchases will not be included in the daily balance for purposes of interest calculations until the next payment due date.

(d) Minimum Finance Charge: You will pay a minimum periodic Finance Charge of \$2 for each billing period during which any finance charge is assessed on the account as a result of application of the daily periodic rate.

(e)Late Fee: You agree to pay a late fee equal to the greater of up to \$75 or 5.00% of the New Balance for each billing period for which the Minimum Payment Due is not received by the Payment Due Date. However, if you are deemed to be a “High Credit Risk Account” as defined below in section (f) High Credit Risk Account, the applicable late fee may be increased to the greater of up to \$75 or 9.99% of the New Balance for each billing period for which the Minimum Payment Due is not received by the Payment Due Date.

(f)Minimum Amount Due: Each month you must pay a minimum amount that is equal to the sum of the following amounts:

- The greater of 10% of the Amount Due shown on the statement (for purposes of this calculation, the Amount Due shall be reduced by any amounts which exceed your spend limits) or 1% of the Amount Due plus billed finance charges and fees; and
- The greater of amounts which exceed your spend limits or amounts which are past due.

However, if you are deemed to be a “High Credit Risk Account” as defined below in section (f) High Credit Risk Account, the minimum payment amount may be increased to:

- The greater of 20% of the Amount Due shown on the statement (for purposes of this calculation, the Amount Due shall be reduced by any amounts which exceed your spend limits) or 1% of the Amount Due plus billed finance charges and fees; and
- The greater of amounts which exceed your spend limits or amounts which are past due.

NON-REVOLVING ACCOUNTS

Some accounts do *not* have revolving credit terms and are therefore non-revolving accounts. If your account does not have revolving terms, your statement will not contain an “Annual Percentage Rate” box, a “Periodic Rate” box, a “Finance Charge” box or a “Min Payment Due”. If you have a non-revolving account, the instructions on the reverse side of your statement will clearly state that you must pay the entire balance by the due date shown on your statement. The following subparts (a) and (b) of this “Non-Revolving Accounts” Section are applicable only to non-revolving accounts.

(a)Payments: You must pay the entire Amount Due by the due date shown on your statement. Instructions for making payments are on your billing statement. Do not send cash payments. We can accept late or partial payments, as well as payments that reflect “paid in full” or other restrictive endorsements, without losing any of our rights under this Agreement. You agree to pay us in U.S. dollars drawn on funds on deposit in the United States using a payment check, similar instrument, or automatic debit that will be processed and honored by your bank.

(b)Late Fee: You shall be responsible for credit extended on the account. *This is not a revolving credit account. The total amount shown on each account statement is due and payable by the due date shown on the statement.* This amount includes current transactions, applicable service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. You agree to pay a late payment fee equal to the greater of up to \$75.00 or 5.00% of the New Balance for each billing period for which full payment was not received by the Payment Due Date. However, if you are deemed to be a “High Credit Risk Account” as defined below in section (f) High Credit Risk Account, the applicable late charge may be increased to the greater of up to \$75 or 9.99% of the New Balance for each billing period for which full payment was not received. In addition, that portion of the Amount Due which is not paid in full by the Due Date will incur an interest charge of up to 1.95% of the account balance not paid, or the maximum charge permitted by law. Such interest charge does not reflect our agreement to allow you to not pay the Amount Due each billing period.

SERVICE FEES

(a)Program Fees: We reserve the right to charge Program Fees for membership, tax exempt reclamation processing, enhanced reporting and/or other features and benefits made available to certain accounts. These fees may be subject to change. Tax exempt reclamation is only available to certain types of accounts in certain geographies. You may be eligible for additional services from time to time. If you are eligible for an additional service, we may enroll you in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. You will have the opportunity to opt-out of enrollment in such service before fees are charged.

(b)Account Fee: There is a \$10 per month Account Fee for BP Business Plus accounts, which may change from time to time.

(c)Paper Statements and Reports: At our option, we will add a fee to the account balance of your account if we mail paper statements to you in lieu of you accessing and printing your statement online from the Web. We will make your account statement available to you by providing you with instructions and security information for accessing your account online. The Paper Statement Fee may be up to \$15.00 per month per account.

(d)Returned Payment Fee: We will add a fee up to \$50 to the account balance when a payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we will assess this fee each time your check or payment is not honored, even if it is honored upon resubmission.

(e)Research Requests: We will add a \$5 fee per copy (or the maximum amount permitted by applicable law, whichever is less) to the account balance for each copy you request of your billing statements, checks, sales slips and/or memoranda of transactions, other than copies requested for purposes of investigating a billing error. In the event you request copies, we will advise you of the fee associated with your request, and your use of the copy services thereafter constitutes your agreement to pay the associated fee.

(f)High Credit Risk Account: In the event that the account’s Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at FleetCor’s discretion is below FleetCor’s standard threshold for creditworthiness (this risk threshold is five hundred twenty (520) for commercial credit scores and six hundred and sixty (660) for individual credit scores), or the score drops by fifty-one (51) points or more in a 3

month period, or the account incurs more than one Late Payment Fees in any 12-month period or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, we may deem the account to be a "High Credit Risk Account" and reserves the right to change the account's billing cycle, payment terms (days-to-pay), fee rates, and spend limit in accordance with the Changing this Agreement procedures as explained elsewhere in this Agreement. In addition, we reserve the right to charge the account a High Risk Credit Fee of up to two percent (2%) of the account's spend limit per billing cycle. We may review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High Credit Risk decision is made solely by us based on information provided by D&B, Experian and/or Equifax along with the Account's payment history and any other Account factors that relate to risk exposure. The credit reporting agency does not participate in the decision. Customer questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-8495 or online at www.equifax.com. Experian may be contacted at 888-808-8242 or online at www.experian.com.

ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

(a) Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims"). To accommodate the right to arbitrate, you agree that you will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement, your account, your cards or any other aspect of your relationship with us.

(b) Claims Covered:

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

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

• **What time frame applies to Claims subject to arbitration?** Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

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

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

(c) How Arbitration Works

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

American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 Web site: www.adr.org

JAMS, 1920 Main Street, Suite 300, Irvine, CA 92610 Web site: www.jamsadr.com

National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405 Web site: www.arbitration-forum.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

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

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

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

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

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

GENERAL TERMS

(a)Credit Reporting: We may report your performance under this Agreement to credit reporting agencies, including your failure to make minimum payments on time. If you request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people. We may also obtain follow-up credit reports on you (for example, when we review your account for a spend limit increase)

(b)Telephone Monitoring and Recording: From time to time we may monitor and record your telephone calls regarding your account with us to assure the quality of our service.

(c)Closing Your Account: You may close your account at any time by notifying us in writing. We may also close your account or suspend your account privileges at any time for any reason without prior notice. However, in any case, you remain responsible to pay the total balance according to the terms of this Agreement. *Nothing in this Agreement shall obligate us to monitor the use of any card, and as described in this Agreement, you are solely responsible for the use of your account and of any outstanding card issued on your account.* We may also reissue a different card, or account number at any time. You must return the card to us upon request. If you leave the business for any reason, or if the business ceases ongoing operations, is subject to a change in control or structure or transfers or agrees to transfer a substantial part of its assets, you must notify us in writing so that we may close your account.

(d)Refusal of the Card: We are not responsible if a transaction on your account is not approved, either by us or by a third party, even if you have a sufficient spend limit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity

on your account, we may temporarily suspend your spending privileges until we can verify the activity, although we undertake no responsibility to monitor your card or to attempt to detect unauthorized or fraudulent activity.

(e)Replacement Cards: If you desire one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, you must notify us in writing. We reserve the right to charge a fee for creating and delivering each replacement card.

(f)Administration of Cards: You are solely responsible for the use, maintenance, administration, and security of the cards and any personal identification numbers, vehicle identification numbers, employee identification numbers or other information necessary to access your account or to use any card issued on your account, including, but not limited to, within your business or distributing cards to, and collecting cards from, your employees and agents. Notwithstanding any other provision in this Agreement, you are responsible for any loss or misuse of cards by your employees and agents or others who obtain possession or use of cards issued to you.

(g)Cancellation of Cards: If, at any time, for any reason, you desire to cancel any particular card, but not the account, you must notify us in writing of such cancellation. Your liability for purchases made using the canceled card shall end at midnight of the day that we receive notice of such card cancellation and the return of the cancelled card.

(h)Tax Reporting Limitations: We calculate applicable taxes for fuel. Applicable taxes for maintenance and other non-fuel purchases are dependent on the information provided to us by the applicable merchant location. If you are a tax exempt organization, you may enter other agreements with us to accommodate tax exempt purchases of fuel. However, nothing in this Agreement shall allow even a tax exempt organization to exclude from its payments to us taxes included in your balance owed.

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

(j)WARRANTY DISCLAIMER: WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL CARD ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

(k)Safe Fueling Operation: You must instruct all persons to whom you provide a card for purchasing fuel in safe and proper fueling procedures. You must ensure that everyone using a card issued on your account is instructed in applicable safety measures and will comply with all applicable laws and safety notices.

(l)Maximum Lawful Rate: In no event shall any interest rate or rates payable under this Agreement, plus any other amounts paid in connection herewith, exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. You and we, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if said rate or rates of interest or manner of payment exceeds the maximum allowable under applicable law, then, ipso facto, as of the date of this Agreement, you are and shall be liable only for the payment of such maximum as allowed by applicable law, and payment received from you in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance owed to us to the extent of such excess (or shall be a credit if in excess of any such balance).

(m)Limitation of Liability: WE WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO YOU, A GUARANTOR, A PRINCIPAL, OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS WE ARE LIABLE FOR ANY DIRECT DAMAGES, OUR LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY YOU TO US FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

(n)Governing Law, Venue and Jurisdiction: This Agreement will be governed by Louisiana law, without regard to its conflicts of laws principles. The terms and conditions, enforcement, validity, interpretation, rights, obligations or performance of this Agreement shall be decided in accordance with the laws of the State of Louisiana. Card issuance is conditioned upon our acceptance and approval of your account application in Louisiana, where we have a substantial presence including accounting, treasury and tax functions. The credits and debits affecting your account shall be handled and managed at our processing center in Louisiana notwithstanding that your billing statement may direct payments to another state.

(o)Severability: If any provision of this Agreement is declared invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of this Agreement.

(p)Changing this Agreement: The terms of this Agreement may be changed at any time upon notice. Retention or use of the account and cards after the effective date of any change will constitute acceptance of the new terms. If you do not agree to any such change, you may end this Agreement by notifying us at (800) 299-5766 or via mail to BP Business Solutions, PO Box 1239, Covington, LA 70434 before the effective date of the change, returning all cards to us at BP Business Solutions, PO Box 1239, Covington, LA 70434 and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written notice to the other party.

(q)Enforcing this Agreement: We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

(r)Assignment: We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party.

(s)Lost or Stolen Cards, or Account Numbers: You agree to notify us immediately at (800) 299-5766 of any loss, theft or unauthorized use of the account or of any card. You understand that you are liable for unauthorized use of the account and cards to the fullest extent permitted by applicable law. You agree in any event that if at any time you have been issued ten (10) or more cards at your request, then you waive any and all limitations of liability for unauthorized use of such cards. This provision does not include misuse of cards by your employees or agents (for which you are always obligated). If you desire one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, you must notify us a (800) 299-5766 or in writing at BP Business Solutions, PO Box 1239, Covington, LA 70434. We reserve the right to charge a fee for creating and delivering each replacement card.

(t)Default: You default under this Agreement including, without limitation, if you fail to pay the payment due each billing statement when due or fail to comply with any other obligation you have under this Agreement; file for bankruptcy; exceed your spend limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; or default under any other agreement that you have with us. In the event of default under this Agreement, we shall have the right to immediately suspend the Account and terminate any price incentives (e.g. discounts or rebates) until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then we may thereafter terminate this Agreement. Your obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination. In the event that the Account is turned over to a collection agency or an attorney for collection of unpaid amounts or otherwise to enforce this Agreement, you agree to pay all costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

(u)Preauthorized Charges: If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors for insurance premiums (if possible under your account terms) or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

(v)Collection Costs: In the event that the account is turned over to a collection agency or an attorney for collection of unpaid amounts or otherwise to enforce this Agreement, you agree to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

(w)For Further Information or to Contact Us: Call us at the telephone number shown on your billing statement. You can also call toll-free at (800) 299-5766 or fax us at (800) 420-8061. Our mailing address is: BP Business Solutions, PO Box 1239, Covington, LA 70434.

(x)Notify Us In Case of Errors or Questions About Your Bill: If you think your billing statement is wrong, or if you need more information about a transaction on your billing statement, write to us (on a separate sheet) at the address specified on the back of your billing statement. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first billing statement on which the error or problem appeared. In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error. Describe the error and explain if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.
- Please sign your letter.

(y)Privacy Policy: You consent to FleetCor's use and storage of information as provided in FleetCor's privacy policy available at <http://www.fleetcor.com/privacy.html>. All Account and transaction data in any way related to transactions on, or utilization of, BP Fleet Card may be provided by FleetCor to BP. Your consent to FleetCor's delivery of all such information to BP and its use and storage of personal information as provided in BP's privacy policy available at http://www.bpbusinessolutions.com/privacy_policy.aspx BP may communicate directly with you.