



Compass Payment Services Carrier/User Agreement

SECTION I: CUSTOMER APPLICATION

Legal Name and any DBA names:			Primary Contact:		
			Primary Contact Email:		
			Primary Contact Phone Number:	() -	
Customer Primary Business Address:	Street		Ste/Unit #		
	City	State / Province	Zip/Postal Code		
Business Phone:	() -		Billing Contact Address:		
				Street	Ste/Unit #
				City,	State,
Business Fax Number:	() -		Billing Contact Email:		
Company Email:			Billing Telephone Number:	() -	
Website URL:			Billing Fax Number:	() -	
DOT#:	MC#:		Years in Business:	Federal Tax ID:	
# Of Trucks:	# Of Drivers:	Weekly Fuel Amount:	Weekly Checks (\$):	Annual Revenue/Sales (\$):	

Have you ever had or applied for CPS account? YES NO

Please Select ALL Compass Entities you work with currently: COMPASS LEASE COMPASS EQUIPMENT FINANCE

COMPASS TRUCK SALES COMPASS TRUCK RENTAL COMPASS INSURANCE GROUP COMPASS FUNDING SOLUTIONS

TYPE OF FREIGHT HAULED/CARRIED:

SECTION II: SERVICES

CPS Fuel Card, CPS C-Check, and/or CPS Money Code (See Exhibit A) Fuel Rebate Program Exhibit B)

Fuel Services Proposal (Exhibit C)

SECTION III: OWNERSHIP PROFILE:

FULL NAME:	FULL NAME:	FULL NAME:
MOBILE PHONE:	MOBILE PHONE:	MOBILE PHONE:
SSN (XX-XX-XXX):	SSN (XX-XX-XXX):	SSN (XX-XX-XXX):
DATE OF BIRTH:	DATE OF BIRTH:	DATE OF BIRTH:
TITLE:	TITLE:	TITLE:
% OWNERSHIP:	% OWNERSHIP:	% OWNERSHIP:

OWNERSHIP (PLEASE select only one):

INDIVIDUAL/SOLE PROPRIETOR
 CORPORATION
 TAX EXEMPT
 LIMITED LIABILITY COMPANY (LLC)
 PARTNERSHIP
 GOVERNMENT
 MEMBER SBA
 MEDICAL/LEGAL CORPORATION

State were company was incorporated or organized: _____

HAS COMPANY (CUSTOMER) OR THE OWNERS/PRINCIPALS EVER FILED FOR BANKRUPTCY? YES NO If Yes, when? _____

IF YES: BUSINESS BANKRUPTCY PERSONAL BANKRUPTCY

PLEASE EXPLAIN:

SECTION IV: BUSINESS REFERENCES:

BANK REFERENCE:	CONTACT:	TELEPHONE # :
TRADE REFERENCE:	CONTACT:	TELEPHONE # :
TRADE REFERENCE:	CONTACT:	TELEPHONE # :

SECTION V: BANK ACCOUNT INFORMATION:

FINANCIAL INSTITUTION:	ADDRESS:	TELEPHONE # :
	Street	
	City, State, Zip	
ACCOUNT TYPE: <input type="checkbox"/> CHECKING <input type="checkbox"/> SAVINGS	CONTACT:	FAX# :
ACCOUNT NAME:	BANK ROUTING NUMBER:	ACCOUNT NUMBER:

SECTION VI: MISCELLANEOUS

CPS Sales Representative:	Effective Date:
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APPLICATION REPRESENTATION AND AUTHORIZATION

The undersigned hereby represents and warrants that the Application is complete and accurate and the information therein may be relied upon by CPS. The undersigned further understands, consents, and agrees that CPS, without reservation, must verify and rely upon the information provided in the Application to determine the creditworthiness of the Applicant and its principles. Therefore, the undersigned hereby authorizes CPS to obtain a consumer and/or business credit report for the Applicant and its owner(s) from any of the consumer/business credit reporting agencies of its choice, and to verify, receive, retain, and obtain business and/or other personal information, including without limitation, financial statements, accounts receivable information, criminal background checks, as part of CPS' evaluation of the undersigned and its principles in connection with the extension of or continuation of credit represented by this Application and subsequent Agreement, and that CPS may share or exchange the information with its corporate affiliates.

Company Applicant: _____

Owner/Principle: _____

By: _____

Name: _____

Date: ____ / ____ / ____

Date: ____ / ____ / ____

EXHIBIT A – CPS FUEL CARD AND C-CHECK SERVICES

Section I: Account Details

Customer Name:		Customer ID (existing customer only):	
Number of Cards:	Requested # of Cards:	Number of Checks:	Requested # of Checks:

Section II: Transaction Fees

<u>Transaction Type</u>	<u>Fee</u>	<u>Description</u>
Account Set Up Fee	\$1/card	Includes card printing
Funded Fuel Card	\$1.50	CPS funds and settles transactions
Funded Card with Cash	\$3.50	CPS funds and settles transactions and includes cash advances
Cash Only Card	\$2.50	CPS funds cash Advances
Non-Funded Fuel Card	\$1.50	Non-funded transactions data capture
C-Check	\$9.99	CPS funds and issues C-Checks

Section III: Initial Term

Initial Term: 1 year(s)

This Exhibit shall be effective as of the date signed below, and shall continue for the Initial Term set forth above. This Exhibit shall automatically renew at the end of the Initial Term, and each renewal term thereafter, for additional one year renewal terms, unless either party gives at least 30 days prior written notice that the Exhibit shall not be so renewed prior to the end of the then effective term. "Term" as used in this Exhibit means the Initial Term together with each renewal term.

Section IV: Early Termination Fee

Not applicable.

Minimum Early Termination Fee: \$0.00

If this Exhibit is terminated for any reason, other than a breach by CPS, and prior to expiration of the Initial Term, Customer shall pay an early termination fee ("Early Termination Fee") to CPS, which shall be determined as the greater of (i) the minimum early termination fee set forth above and (ii) an amount equal to the monthly average of all Fees received or retained in connection with or relating to this Exhibit during the previous eighteen (18) months (or, if less, the actual number of months in the Initial Term prior to the date of termination) multiplied by the number of months remaining in the Initial Term. The Early Termination Fee shall be due and payable in a single lump sum on the effective date of termination.

Section VI: Remittance Method

Debit ACH (requires credit approval) Credit ACH Wire Transfer

(1) Customer shall remit all funds (in full) then due to CPS on each Remittance Day (as set forth in the Remittance Chart) or on the succeeding banking business day if such Remittance Day is not a banking business day using the remittance method selected above and defined as follows: (a) "Debit ACH" refers to a debit initiated by CPS (via Automated Clearing House or other electronic means) against an account designated by Customer; (b) "Credit ACH" refers to a credit initiated by Customer, at its own expense, (via Automated Clearing House or other electronic means) to an account designated by CPS. A \$20.00 fee per transaction processing fee shall apply; (c) "Wire Transfer" refers to a wire transfer initiated by Customer, at its own expense, to an account designated by CPS. A \$5.00 fee per transaction processing fee shall apply.

(2) The Remittance Chart is attached below and includes the specific days of activity to which the remittance shall apply, the day payments shall be remitted to CPS, and must be acknowledged (as being an accurate representation) and signed by an authorized representative of Customer.

(3) Customer is required to send or transmit its six (6) digit CPS Account Number with each payment.

(4) CPS shall apply all payments beginning with the oldest invoiced amounts through the most recently invoiced amounts.

(5) If a payment is returned or rejected, CPS, in its sole discretion, may reduce or cancel Customer's available Credit Limit or assess a return payment fee. CPS reserves the right to modify the remittance method and frequency.

(6) Additional fees may apply for invoices or transaction reports delivered via mail.

Section VII: Remittance Chart

REPORTING PERIOD(S) - Remittances and fees for activity on		REMITTANCE DAY(S) - Will be remitted to CPS on	
Prepay	Thru	Prepay	Prepay

CPS Fuel Card, C-Check and C-Code Services cont.

1. CPS Card, Check and C-Code Services.

1.1 Services. CPS shall provide CPS fuel cards ("Fuel Cards") and CPS checks ("Checks"), and CPS electronic money codes ("C-Codes") to Customer for use by Customer in accordance with and subject to the Terms defined below, and, in the case of Checks, in accordance with the instructions set forth on the Check Authorization Record and blank/draft Check forms that CPS may provide to Customer from time to time. Fuel Cards, Checks and C-Codes are referred to herein as "Instruments".

1.2 Authorized Use. Instruments may be used by Customer and its Authorized Users as defined below at any authorized CPS locations ("Service Centers") for the sole purpose of purchasing of fuel, products, services and/or to obtain Advances, as defined in Section 5 below. "Authorized User(s)" shall refer to any Customer employee, contractor, agent and owner/operator to whom Customer issues Instruments or gives access to Instruments.

1.3 Customer acknowledges and agrees that this Agreement provides for financial accommodation services within the meaning of 11 USC §365. Moreover, all Instruments issued hereunder and all extensions of credit in connection with the foregoing shall be deemed made, executed, delivered and consummated in the State of Illinois.

2. Termination.

2.1 Termination. Either party may terminate this Exhibit in accordance with Section 2 of the Terms and Conditions of the Agreement. In addition to CPS' rights under Section 2 of the Terms and Conditions of the Agreement, CPS may immediately: (i) cease Instrument transaction authorizations and Advances in respect thereof; and/or (ii) hold or suspend (and apply to Customer's repayment obligations) the fuel discounts processed by CPS on behalf of Customer; and/or (iii) apply the Security Amount, defined in Section 5 below, to Customer's repayment obligations. The termination of this Exhibit shall not affect any party's rights or obligations with respect to any other Exhibit that remains in full force and effect, or any provision that survives termination of this Exhibit.

3. Finance Charges; Policies.

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

3.2 Policies. CPS policies governing the calculation of finance charges, account balances, statements, errors and questions, grace periods, use of Instruments by Authorized Users as well as unauthorized users, Customer audits and other general information governing how CPS shall administer Customer's account (the "Policies") are available on the CPS Website and may be updated by CPS from time to time. Customer shall use Instruments only in accordance and compliance with the Terms and the Policies.

4. Representations, Warranties and Covenants. Customer hereby represents and warrants that Checks shall not, under any circumstances, be deposited into any account of Customer or other corporate officer, principal, partner or owner of Customer nor shall any Check be made out to or endorsed over to, any such person. CPS may cancel, revoke, repossess or restrict the use of Instruments and withhold Validation of Checks at any time, in its sole discretion, in the event Customer fails to comply with this Section 4.

5. Security Amount; Advances. Customer agrees to secure the performance of its obligations under this Agreement by maintaining the security amount, in the amount and in the method indicated above ("Security Amount"). "Advance(s)" refers to an advance of funds for fuel or related product purchases, cash advances or money transfers, requested and initiated by Customer, with funds made available by CPS to Customer and/or its Authorized Users to fund transactions at various locations, such as banking institutions, Service Centers etc. Customer agrees to repay all Advances, without deductions or offsets.

6. Fraud.

6.1 Fraud Prosecution. Customer and CPS agree to cooperate with each other in preventing and prosecuting any fraudulent activity by employees of any party hereto or any third party with respect to services anticipated by this Exhibit, the use of and receipt of Services, or otherwise arising in connection with any other relationship between the parties anticipated by or set forth in this Agreement. CPS reserves the right to interrupt, suspend, or terminate Services without notice to Customer if CPS, in its sole discretion, suspects fraudulent, illegal or abusive activity. Customer agrees to provide, at no cost to CPS, any and all documentation and information as CPS may request, including but not limited to affidavits and police reports. Failure to provide reasonable cooperation shall result in Customer's liability for all fraudulent usage of Services.

6.2 Lost or Stolen Instruments. Customer must notify CPS immediately upon learning of the loss, theft or possible unauthorized use of an Instrument by calling CPS at 630-286-2327. Customer agrees to immediately inactivate any of its Instruments that are lost, stolen, or that may be or have been used without proper authority. Customer may do so at the CPS Website or by calling the number above.

6.3 Liability for Unauthorized Use. Subject to the Terms, if fewer than ten (10) Cards are issued on Customer's account, Customer may be liable for the unauthorized use of its Instruments up to a maximum of \$50.00 once CPS has been notified of the lost or stolen Instrument(s) and confirms that such transactions were, in fact, unauthorized. If Customer requests and CPS issues ten (10) or more authorized Cards on Customer's account Customer agrees it shall be responsible to pay CPS for all purchases with all Instruments issued to Customer and its Authorized Users whether the purchase(s) made are by persons authorized by Customer to utilize the Instruments or not. Notwithstanding the foregoing, Customer shall not be required to pay for any purchases made with Instruments more than three (3) hours after (i) Customer notifies CPS that such Instruments have been lost or stolen, (ii) Customer has withdrawn authorization of an Authorized User to use the Instrument, that Customer desires to cancel the applicable Instrument or that Customer desires to terminate this Exhibit. Unauthorized use does not include use by a person to whom Customer has given an Instrument, a person to whom an Authorized User has given authority to use the Instrument or any other person with authority to use the Instrument, and Customer shall be liable for all use by such a user.

7. Survival of Obligations. Sections 1.3, 2.2, 3, 4, 5, 6 and 7 and obligations of any guarantors of Customer's obligations hereunder shall survive termination of this Exhibit.

By signing below, Customer acknowledges and agrees to the terms of this Exhibit A being made a part of Carrier/User Agreement (the "Agreement") (together with the terms of this Exhibit A, the "Terms"), and that CPS shall provide the Fuel Card, Check and C-Code services subject to the Terms.

Representative's Name

Authorized Representative Signature

Representative's Title

_____/_____/_____
Date

ACH CREDIT/DEBIT AUTHORIZATION

I, _____, as _____ (title), a duly authorized signer for _____ (Customer), authorize Compass Payment Services and my financial institution, to initiate debit entries for corporate trade payments from the demand deposit account and the financial institution named below. I acknowledge that the origination of ACH transactions to/from a corporate account must comply with the provisions of U.S. law. In addition, I authorize Compass Payment Services to initiate electronic credit entries and adjustments for any debit entries made in error to my account as indicated above.

(Customer's Financial Institution Name)

(Address)

(City/State) (Zip)

(Routing Number) (Account Number)

Type of Acct: Checking Savings

This authority is to remain in full force and effect until Compass Payment Services has received written notification from an authorized representative of Company of its termination in such time and manner as to afford COMPASS PAYMENT SERVICES and FINANCIAL INSTITUTION a reasonable opportunity to act thereon.

Authorized Company Representative

Printed name

Title

____/____/____
Date

PLEASE ATTACH VOIDED CHECK TO THIS FORM!

EXHIBIT B— FUEL REBATE AGREEMENT

Compass Funding Solutions, LLC (hereinafter “CFS”) is pleased to offer _____ (“Client”) the following **FUEL REBATE PROGRAM** for purchases within all PILOT and FLYING J merchant locations (“the Fuel Stations”) through its corporate affiliate, Compass Payment Services, LLC (hereinafter “CPS”) as of _____ (the “Effective Date”).

LOCATIONS	REBATE (cents/gallon)
All Pilot & Flying J Locations	

CUSTOMER INFORMATION

Company Name

Circle One

LLC Sole Proprietorship Corporation Tax-Exempt

Physical Address

City

St

Zip

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Phone Number

Authorized Contact

Title

<input type="text"/>	<input type="text"/>	<input type="text"/>
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For

good and valuable consideration, the Parties hereto agree to the following terms and conditions:

- 1.1 **Rebate Service** - CFS shall pay Client a fuel rebate as set forth above for all fuel purchased at Fuel Stations using CFS issued fuel cards provided by CPS and funded by Client.
- 1.2 **Fuel Cards** - CFS shall provide Client with fuel cards through CPS as requested and pursuant to the terms and conditions of the Master Carrier/User Agreement.
- 1.3 **Fuel Rebate Requirements.**
- 1.3.1 **Monthly Reporting-** Client shall provide CFS a monthly fuel report (“Fuel Report”) of the gallons of fuel Client purchased using the CPS fuel card at the Fuel Stations. Said Fuel Report shall be due to CFS on or before the 5th day of each month for the prior month’s fuel usage. Failure to timely submit the Fuel Report shall result in forfeiture of that month’s Fuel Rebate payment. All Fuel Reports should be submitted to CFS by email at rebate@compassfs.net
- 1.3.2 **Fuel Rebate Payments-** Subject to Sections 1.3. and 1.5, and in CFS’ sole discretion, CFS shall issue Client a Fuel Rebate check on or before the 15th day of each month for the fuel purchases made in the prior month. Said check shall be mailed by first class mail unless otherwise agreed in writing.
- 1.4 **Fuel Report Verification-** CFS may exercise the option and compare any submitted Fuel Report against the point of sale data CPS/EFS generates or receives from its participating Fuel Stations to verify and calculate any Fuel Rebate due to Client. Unless otherwise agreed, and in the event of a conflict of information in CPS’ sole discretion, the point of sale data CPS/EFS generates or receives from the participating Fuel Stations shall dictate the amount of the Fuel Rebate due to Client. ANY FRAUDULENT BEHAVIOR OR MANIPULATION OF THE AMOUNT OF FUEL PURCHASED SHALL RESULT IN IMMEDIATE REMOVAL FROM THE PROGRAM AND FORFEITURE OF ANY AND ALL UNPAID FUEL REBATES.

- 1.5 **Taxes** - Client shall be solely responsible for any and all local, state, and federal tax that may be due and the settlement of any and all taxes obligations that may result from receipt of the Fuel Report.
- 1.6 **Waiver-** The waiver by either party of a breach of any of the terms and conditions of this Agreement must be in writing and shall not be construed as a waiver of any succeeding breach of such term or condition or the waiver of the provision itself., The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity.
- 1.7 **Choice of Law, Jurisdiction and Venue** - This Agreement is enforceable to the extent permitted by applicable law. The Parties agree that any demand, dispute, enforcement, or claim concerning or arising out of this Rebate Agreement shall be governed by the laws of the State of Illinois and that Illinois courts in DuPage County, Illinois shall have exclusive jurisdiction over the adjudication of any demand, dispute, enforcement, or claim. The prevailing party shall have the right to collect from the non-prevailing party its reasonable attorneys’ fees, all costs and necessary disbursements incurred in any action arising out of this Rebate Agreement and the enforcement thereof. THE PARTIES FURTHER WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL.
- 1.8 **Termination** - The term of this Rebate Agreement shall begin on the Effective Date, stated above, and shall continue unless terminated by either party upon thirty (30) days written notice to the non-terminating party. Said notice shall be sent to the addresses written above, or by email if to CFS at the address in Section 1.3.1.
- 1.9 **Entire Agreement** - This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any and all prior agreements pertaining to the subject matter hereof are void. This Agreement may not be amended or modified except in a writing executed by the parties.

Signature of Authorized Representative

Printed Name

Date

By: _____
CFS Authorized Representative

Date:
 Company Name:
 Address/City/State/Zip

EXHIBIT C-- PROPOSAL FOR FUEL SERVICES

Compass Payment Services LLC ("CPS") is pleased to express our interest in providing a credit program for fuel purchases as outlined below for: **COMPANY NAME ("Customer")**.

This PROPOSAL is provided to you in conjunction with your application for fuel card services with CPS and does not constitute all of the terms and conditions of the relationship, neither is it a binding commitment on the part of CPS, as it remains subject to approval by CPS' credit committee.

Summary of Proposed Terms are as follows:

Client		COMPANY NAME	
Maximum Credit			
Payment Terms		3x/Week	
		Net 2	
Payment Type		ACH	
Invoice Days		Monday, Wed, Friday	
Transaction Fees		Fuel Only	
		Fuel + Cash	
		Cash Only	
		Check Fee	
Security Deposit		Other Products (Scales, etc)	
Late Fees & Bundled Services		\$15.00; If applicable, demand on corporate affiliate, for payment, if Customer fails to timely pay charges and fees.	

The undersigned Customer hereby accepts the proposed terms as defined and set forth above. CPS may withdraw this offer if not accepted by Customer within 5 days of the date of the Proposal stated above.

ACCEPTED & AGREED:

CPS Agent

CFS Agent

Date: ____/____/____

Customer's Authorized Agent

Date: ____/____/____

TERMS & CONDITIONS

1. SERVICES.

1.1 Scope of Services. The Terms and Conditions set forth herein shall govern the services provided by Compass Payment Services, LLC ("CPS") to Customer as specifically set forth in the attached Exhibits (collectively the "Services"). Each Exhibit may contain additional terms and conditions which are applicable solely to the Services described in said Exhibit.

1.2 Business Purpose. Customer represents and warrants to CPS that (i) it is a commercial business enterprise; and (ii) it shall use the Services provided by CPS for valid and legitimate business purposes only.

1.3 Merchants. CPS does not guarantee the timely application of any merchant's payment when Customer uses the Services at merchant's facilities. Neither shall CPS be liable for any late payment fees assessed or disruption of Services between merchant and Customer that may result in a merchant failing to timely apply any amounts received from CPS to Customer's account. Customer is responsible for monitoring its accounts including application of payments, use of credit, and available funds.

1.4 Stopped Payment. Customer acknowledges that once a payment is processed using the Services, CPS cannot suspend or "stop payment" on that transaction. Customer agrees to contact CPS in writing to dispute the transaction and allow CPS to process any refund, or take other necessary steps to resolve the dispute in CPS' sole discretion.

2. TERM AND TERMINATION.

2.1 Term. This Agreement commences on the date set forth in Section VI of the Application and denoted as the "Effective Date" and shall extend for so long as the term set forth herein or pursuant to any term under any Exhibit attached hereto continues to be in effect (the "Term").

2.2 Termination.

2.2.1 Either party may terminate this Agreement if the other party: (i) is dissolved, becomes insolvent, fails to pay or admits in writing its 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 winding 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 CPS may terminate this Agreement immediately, or suspend all or a portion of the Services, or, if applicable, reduce Customer's maximum credit line (said reduction may also fall below Customer's outstanding balance) if (i) Customer's performance of its obligations or use of the Services violates any federal, state or local law, rule or regulation; (ii) CPS determines, in its sole discretion, that a materially adverse change has occurred in Customer's financial condition, or that such a change is reasonably likely to occur in the next twelve (12) months; (iii) Customer fails to pay any amount due within five (5) days of its due date; (iv) CPS reasonably determines, based on its evaluation of Customer's credit, financial condition or business prospects, that the extension of credit or a continued extension of credit contemplated hereunder is inappropriate or not in the best interests of CPS; (v) Customer fails to supply CPS with annual financial statements; (vi) CPS receives reliable information that Customer is unwilling or unable to perform under this Agreement or that indicates a serious delinquency or charge off with other creditors; (vii) Customer relocates outside the United States; (viii) Customer omits important information, misrepresents information, or provides false or incomplete information to CPS; and/or (ix) Customer, in CPS' sole determination, fails to abide by the Terms and Conditions of the Agreement or any Exhibit.

2.2.3 Termination of this Agreement shall not affect Customer's responsibility hereunder to pay any outstanding balance that is due upon termination of the Agreement, or CPS' right to recover any amounts for which Customer, or its guarantor, are liable for, or obligated to pay to CPS. Customer shall immediately pay all such amounts owing under this Agreement and without a right of set-off or deduction. CPS shall be entitled to recover all costs of collection, including but not limited to reasonable attorneys' fees, in the event any amounts due are not paid immediately.

2.2.4 The termination of any specific Exhibit shall not affect any party's rights or obligations with respect to any other Exhibit that remains in force or any provision that survives termination of such Exhibit or this Agreement. Upon the termination of this Agreement in accordance with Sections 2.2.1 or 2.2.2, all Exhibits shall automatically be terminated.

3. FEES AND PAYMENT.

3.1 Fees. Customer shall pay CPS for all costs, charges, and fees (collectively the "Fees"), if any, incurred by CPS for the Services provided by CPS hereunder in addition to any and all charges on Customer's account for goods or services purchased by Customer or any authorized user. The Fees for the Services are set forth in the corresponding Exhibit. CPS reserves the right to modify the Fees for the Services from time to time. CPS will notify Customer electronically or otherwise of any changes to its Fees in accordance with Section XIV below, and such change shall be effective as of the effective date or the notice date, whichever is earlier.

3.2 Taxes. Customer shall pay, or reimburse CPS for any and all applicable sales, use, excise, franchise or other taxes when due (collectively, "Taxes"), excluding income tax, whether federal, state or local, however designated, and levied against CPS with respect to Customer's use of Customer's fuel card.

3.3 Invoicing. Customer agrees that payments for Fees are due and payable upon receipt of invoice. If payment is not received (or if an invoice is not paid in full) by its due date, CPS shall impose a monthly late charge equal to eighteen percent (18%) per annum, on the unpaid balance.

3.4 Dishonored Payments. Should Customer's payment to CPS be dishonored, CPS shall notify Customer and Customer shall immediately pay to CPS, in guaranteed funds, the amount of the non-sufficient funds item plus a returned or dishonored check fee of at least twenty-five dollars (\$25.00) in addition to any other remedy CPS may pursue under this Agreement or applicable law.

3.5 Currency Exchange. Customer agrees that all indebtedness incurred by its use of the Services in the United States or Canada to purchase goods or services or otherwise obtain funds in a currency other than the currency in which Customer's fuel card or other access device is issued shall be converted to the currency in which Customer's fuel card or access device is issued. The currency conversion rate used by CPS to determine the transaction amount is the daily noon exchange rate for conversion of Canadian dollars to U.S. dollars, or vice versa, as may be applicable, and as posted by the Bank of Canada each business day, plus two currency basis points. CPS may use a government-mandated rate or a wholesale rate as determined by CPS for the processing cycle in which the transaction is processed. Customer understands and agrees that the currency conversion rate on the processing date may differ from the rate that would have been used on the purchase date or Customer's statement posting date.

4. **COMPLIANCE WITH LAW.** The parties hereto agree not to use or provide the Services contemplated herein in violation of any United States or Canadian federal, state, provincial or local law, or regulation (the "Laws"), and each party shall be solely liable for any violation by such party of applicable Laws. Neither party shall be responsible for any violation of the Laws by the other party of the other party's legal obligations to abide by the Laws.

5. **WARRANTY DISCLAIMER.** Except as specifically set forth in this Agreement, CPS 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, CPS does not warrant that Customer's use of the Services shall be 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 CPS despite any personalization or customization of said equipment.

6. LIABILITY LIMITATIONS.

6.1 Subject to and other Limitations in the exhibits attached hereto, CPS' cumulative liability for any loss or damage, from any cause whatsoever, shall be limited to the amount of the Fees Customer paid to CPS for Services performed in the preceding three (3) month period.

6.2 NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (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 shall not apply to breaches of the confidentiality requirements herein. Each party shall act to mitigate its damages.

7. INDEMNIFICATION.

7.1 Customer Indemnity. Subject to Section 6, Customer shall indemnify, defend and hold harmless CPS, its directors, officers, employees, corporate affiliates and agents against any and all third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") 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 the Services (collectively or separately) thereof or the CPS 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 Event (defined below) affecting CPS' systems. Customer shall not indemnify CPS for Claims arising from CPS' acts or omissions for which Customer is entitled to indemnification.

7.2 CPS Indemnity. Subject to Section 6, CPS shall indemnify, defend and hold harmless Customer, its directors, officers, employees, affiliates and agents against any third party Claims arising out of or in connection with CPS' (and CPS' corporate 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 out of (a) Customer's negligence, willful misconduct, or failure to use the Services as permitted under this Agreement or (b) Customer's configuration or use of the Services in combination with other software, equipment, services, elements, components or systems that are not provided by CPS. CPS shall not indemnify Customer for Claims arising from any errors or omissions in any information, data or instructions Customer provides to CPS for use in connection with the Services, or Customer's or its users' acts or omissions for which CPS is entitled to indemnification, or any claim or issue Customer may have with goods or services purchased using Customer's fuel card.

8. CONFIDENTIAL INFORMATION.

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 shall disclose, reproduce, transfer or use the other party's Confidential Information; provided, however, that (i) CPS' employees, corporate affiliates, agents, advisors or subcontractors may access and use Customer's Confidential Information or Personal Information (defined below) in connection with providing the Services provided that such persons shall 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") in or on the systems under its control; and (b) data security issues or breaches 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 shall also include any nonpublic personal information of a consumer, each as defined by Section 6809 of the Gramm-Leach-Bliley Act. Each party shall maintain and abide by information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "Security Event"). In the case of a Security Event, the affected party shall comply with applicable law and in the event Personal Information was compromised and it is reasonably suspected that misuse shall result, notify the other party of the Security Event, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. CPS is not responsible for and does not control any third-party telecommunication lines used to provide the Services; and shall not be responsible for any security of transmissions using these lines.

8.4 Equitable Relief. CPS and Customer agree there is no adequate remedy at law for a breach of the confidentiality, disclosure, use, security and ownership requirements (collectively, the "Confidentiality Requirements") related to Confidential Information and Personal Information under this Agreement. A breach of the Confidentiality Requirements shall cause irreparable harm such that the non-breaching party shall not have an adequate remedy at law; and, therefore, the non-breaching party shall 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.

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) provided to CPS (collectively "Customer Data"). CPS shall be entitled to rely upon the Customer Data in providing the Services. CPS shall not be required to act on instructions provided by Customer if CPS reasonably doubts an instruction's contents or Customer's compliance with this Agreement or its terms and conditions. Subject to the provisions of Section 8 herein, CPS and/or its corporate affiliates may extract information from the Customer Data provided to CPS by Customer and use this information with any other data in connection with research and development, solicitation, or creation of data 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. CPS or its corporate affiliates shall 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. CPS and its corporate 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, shall not be a violation of this Agreement.

9.2 Fleet Size. Some of the Services provided by CPS hereunder may be billed on the basis of the fleet size (i.e. the number of active vehicles in the fleet or other equipment with respect to which Customer is using the Services). Customer shall keep CPS updated of any changes in its fleet size and the number of Customer's vehicles utilizing any such CPS Services. CPS shall not be responsible for any errors in billing that result from any failure on the part of Customer to do so.

10. INTELLECTUAL PROPERTY.

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 CPS, the Services, or, on the part of either CPS 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 CPS or its corporate affiliates' research and development activities.

10.2 Use of Marks and Publicity. Neither party shall 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, CPS may use Customer's service mark, trademark, trade name, or name in fuel card production and in publicity to indicate that Customer and CPS have entered into a contractual relationship. A breach of the terms of this Agreement related to the use of a party's Marks shall cause irreparable harm such that the non-breaching party shall not have an adequate

remedy at law and, in addition to any other rights or remedies available at law or in equity, shall be entitled to seek injunctive relief against the breaching party without posting a bond or other security.

11. CREDIT LIMIT; SECURITY INTEREST & COLLATERIZATION.

11.1 Verification. Customer represents and warrants to CPS that the Application attached hereto as Exhibit A to the Agreement (the "Application") is complete and accurate. Customer acknowledges that CPS' acceptance of this Agreement is contingent upon CPS' approval of Customer's Application and Customer's acceptance of CPS' Proposal. Customer grants to CPS, as well as to trade references, CPS' corporate affiliates, 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, ongoing 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 CPS' ongoing evaluation of Customer in connection with the extension of or continuation of credit represented by this Agreement, or the collection of debts resulting therefrom, and as necessary to comply with applicable Laws and CPS' record retention policies and practices. Customer further agrees to the release of credit information, including the reporting of credit history to credit reporting agencies, consistent with the Fair Credit Reporting Act 15 U.S.C. §1681, et seq., as amended. This authorization shall be continuing without expiration.

11.2 Credit Limit. CPS shall determine, in its sole discretion, whether to establish a credit limit ("Credit Limit") that shall be applicable to Customer's use of the Services. CPS may increase or decrease such Credit Limit from time to time, in its sole discretion, and shall endeavor to promptly notify Customer upon establishment of a Credit Limit or any change thereto. However, CPS shall not be liable in the event it fails to do so. CPS does not guarantee that it shall establish or maintain any specific available Credit Limit for Customer, and Customer hereby waives any and all claims against CPS and its corporate affiliates based on CPS' determination of Customer's Credit Limit. Customer agrees not to request or permit transactions using the Services in excess of its Credit Limit. Should Customer exceed its Credit Limit, CPS may, in its sole discretion, demand immediate payment, or immediately suspend the provision of Services, and/or charge an additional service fee.

11.3 Security Interest. Customer hereby grants to CPS 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 (herein called "Collateral") to secure the performance of all obligations of Customer due and owing to CPS. 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, trade names and applications the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, and any and all existing and future leasehold interests; documents; instruments; letters of credit; and deposit accounts.

11.4 Cross Collateral: Customer hereby acknowledges that CPS is associated with certain corporate affiliates who may also provide various other services to Customer (i.e. service bundle with insurance, factoring, etc.). Because of those relationships, Customer hereby understands and agrees that any default under any of the terms and conditions of any agreement Customer may have with CPS' corporate affiliates is a default or an event of default under this Agreement, and any default or event of default under this Agreement, is a default of all of the agreements between Customer and CPS' corporate affiliates. Any default of this Agreement or any other agreement between CPS' corporate affiliates and Customer shall entitle CPS to exercise each and every right available to it under each and every agreement, including, but not limited to, the right to demand in writing, full payment from any CPS' corporate affiliate should Customer's account become delinquent, or otherwise foreclose against and sell any collateral, whether real or personal, securing any of said obligations as if the pledged collateral secured all of said obligations. CPS reserves the right to charge a late fee/administrative charge of \$15.00 or more for each written demand.

12. **CPS WEBSITE.** CPS may provide Customer with access to any website operated by CPS in connection with the Services ("CPS Website"). Customer and any employees who are designated and authorized by Customer to use the CPS Website shall comply with all policies and the Terms of Use posted on the CPS Website, as the same may be modified from time to time.

13. **ELECTRONIC COMMUNICATIONS CONSENT.** Customer agrees and consents to electronic delivery of the following documents and notices, and accepts any future changes to those documents that may be published from time to time on the CPS 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 CPS with the information necessary to communicate electronically. Customer agrees to keep its e-mail and account information current at all times and to notify CPS immediately of any changes. If Customer fails to update or correct the e-mail, CPS may suspend the Services until Customer contacts CPS 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 CPS Website and receive the electronic notices above.

14. MISCELLANEOUS PROVISIONS.

14.1 Governing Law. Customer consents, agrees, and understands that Illinois law shall govern any claim, dispute, interpretation, or the validity and enforcement of this Agreement, without regard to its conflicts of law, and that the courts of DuPage County Illinois shall have exclusive jurisdiction over any such matter. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY.

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

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

14.4 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Customer and CPS, and supersedes all prior agreements, written or oral, related to the Services. This Agreement includes, and incorporates, by reference the attached Exhibits A through F. Any amendment to this Agreement must be in writing and signed by CPS and Customer.

14.5 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.

14.6 Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by Customer without prior written consent from CPS. No consent, however, is necessary for CPS to assign this Agreement to any corporate affiliate or in connection with a merger, acquisition, assignment, or sale of all or substantially all of CPS' assets.

14.7 Subcontractors. CPS may subcontract all or any portion of the Services using vendors both in and outside the United States.

14.8 Notices. All notices or other communications under this Agreement shall be deemed effective (i) three (3) business 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 shall be effective upon receipt. Any notice to: (a) CPS shall be directed to Compass Payment Services, LLC, 15W580 N. Frontage Rd., Burr Ridge, IL 60527, ATTN: Legal Dept. or by email to: legal@compassholding.net (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.

14.9 Survival of Obligations. Sections 1.2 - 1.4, 2.2.3 - 2.2.4, 3, 5, 6-10, 11.3 - 11.4, and 14, and 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, shall survive termination of this Agreement and/or such Exhibit or schedule, as applicable.

14.10 Independent Contractors. CPS and Customer are independent

Contractors and nothing in this Agreement shall be deemed to create a joint venture, partnership, employment or similar relationship between the parties. Except as specifically provided for herein, neither party shall be liable for any obligation incurred by the other; neither party is an agent nor representative of the other; and neither party shall represent itself otherwise.

14.11 Waiver. No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder shall 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, and shall only be effective to the extent set forth in such writing and shall not continue to apply to additional failures to comply, breaches or defaults.

14.12 Force Majeure. Except as specifically provided herein, neither party shall be in default under this Agreement, and such party shall be excused from performing its obligations, if its performance is prevented, restricted, delayed or otherwise interfered with due to a Force Majeure Event, whether foreseen or not. A "Force Majeure Event" includes: labor disputes, strikes, riot or other civil unrest; floods, hurricanes, tornados, lightning, severe weather, earthquakes or other natural disasters; rationing or other shortage of materials; utility failures, electronic transmission failures or other electronic or communication failures or delays; terrorism, embargos, blockades, or other acts of war; any change in laws, orders, rules, regulations, ordinances or other governmental or judicial acts that impairs performance; acts of God; or 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 CPS is absolute and shall not be diminished, excused or discharged by any Force Majeure Event.

14.13 Office of Foreign Asset Control. To assist the US government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions like CPS to obtain, verify, and record information that identifies each person who opens an account. Therefore when Customer opens an account, CPS shall ask for your name, address, date of birth, and other information that shall allow us to identify you. We may also ask to see your driver's license, passport, or other identifying documents.

14.14 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.

AUTHORIZATION

Customer hereby represents and warrants that (i) the signatory below ("Authorized Representative") is the owner/proprietor, or shareholder/member holding more than a 50% interest of the company listed above ("Customer") and is duly authorized to execute this CPS Carrier/ User 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 Compass Payment Services 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. References herein and in any Exhibit hereto to "CPS" are understood to be to Compass Payment Services LLC, an Illinois limited liability company.

IN WITNESS WHEREOF, CPS and Customer executed this Agreement.

Customer:

Compass Payment Services, LLC

Print Name: _____

CPS Agent's Name: _____

Title: _____

CPS Agent's Signature: _____

Authorized Signature: _____

Date: ____/____/____

Date: ____/____/____

PERSONAL GUARANTY

In consideration of and in order to induce CPS to enter into the Agreement and extend credit to Customer, the undersigned as Guarantor hereby covenants and agrees with CPS as follows:

1. Guarantor hereby unconditionally guarantees to CPS the full and prompt payment of all indebtedness (as hereinafter defined) of Customer, as defined above, that is to become due to CPS under the Agreement and except as may otherwise be limited below.
2. The term "Indebtedness" shall mean any and all indebtedness, liabilities and obligation of every kind, nature and description owed to CPS by Customer, whether direct or indirect, absolute or contingent, whether now due and owing, or which hereafter from time to time, become due and owing, whether hereafter created or arising, including all amounts owing to CPS pursuant to or under this Agreement, and any modification or amendment thereto.
3. This is a guarantee of payment and not of collection and Guarantor agrees that CPS shall not be obligated prior to seeking recourse against or receiving payment from Guarantor, to exercise any diligence whatsoever in collecting or attempting to collect the Indebtedness from Customer by any means.
4. Guarantor's liability for payment of the Indebtedness shall be absolute and unconditional, and nothing except the actual full payment to CPS of all of the Indebtedness shall operate to discharge Guarantor's liability under this Agreement. Accordingly, Guarantor unconditionally and irrevocably waives each and every defense which, under principles of guaranty or suretyship law would otherwise operate to impair or diminish the liability of Guarantor for the Indebtedness, including without limitation any extension, modification, indulgence, compromise, settlement or verification of any of the terms of the Indebtedness.
5. This Guaranty shall inure to the benefit of CPS and its successors and assigns.
6. This Guaranty and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Illinois and Guarantor consents to both jurisdiction and venue in the Illinois courts.
7. The term "Guarantor" shall mean all and each one of the persons executing this Guaranty agreement and their obligations to CPS shall be joint and several.

This Guaranty is freely and voluntarily given to CPS by Guarantor without duress or coercion, and after Guarantor has either consulted with legal counsel or has reviewed the terms and provisions of this Guaranty.

Guarantor

Guarantor's Name: _____

Guarantor's Signature: _____

Date: ____/____/____