

## **Fuel Card Application**

Prefer to speak with someone? 1-888-909-9398

APPLICANT INFORMATION							
Company Legal Name				Doing Business As			
First Name			Last Name				
Phone				Email Address			
BUSINESS INFORMATION							
Business Address				Legal Structure (Check One)			
			Corporation (S or C) LLC Sole Proprietorship Partnership				
Address Line 2 (Floor, Suite)			Parent Company – if applicable				
City		State				Zip Code	
Year Established		Number of Tru	ucks			Monthly Fuelrite Gallons Estimate	
BANK INFORMATION							
Bank Name				Checking Account Number			
AUTHORIZED SIGNER							
The undersigned OFFICER, OWNER, PARTNER, OR AUTHORIZED INDIVIDUAL represent that the information given in this application is complete and accurate and authorizes us to check with Tax Assessor's Offices and with a business/consumer credit reporting agency regarding, credit references, bank references and other sources disclosed for confirmation. Authorized Signer requests a business charge account and one or more business charge cards. Authorized Signer agrees to the terms and conditions set forth in the Business Charge Card Account Agreement provided with this application. Use of any card issued pursuant to this application confirms Authorized Signer's agreement to said terms and conditions. If you have any questions regarding the completion of this application, or if you need additional copies of the attached Business Charge Account Agreement, please call 1-888-909-9398.							
Signature Date				Print Name			
Title Social Se		Social Securit	cial Security			Date of Birth	
PERSONAL GUARANTEE: In consideration of the seller financing purchases and extending credit under the Business Charge Account Agreement, the undersigned agrees to hereby unconditionally personally guarantee payment and performance, under any account established pursuant to this application, of any obligation of Buyer to Seller or any assignee of the Seller, in the event the above Buyer fails to do so. Undersigned authorizes us to check with Tax Assessor's Offices and with a credit reporting agency and other sources regarding their personal credit history. Undersigned hereby waives any notices regarding Buyer's account or this guaranty. Buyer further agrees that Seller may proceed directly against the Guarantor without first proceeding against the Buyer. Fuelrite LLC is entitled to rely on an email or facsimile copy of this document as if it were the original							
First Name			Middle Initial Last		Last Name	ast Name	
Title			Email Address				
Street Address				Phone			
City				Date of Birth			
State	Zip Code			Social Security Number			
Guarantor's Signature Date							

Application is not complete without Authorized and Guarantor's signature.

To sign, please print, sign in ink, and return it to Fuelrite via email, fax or USPS:

Scan + Email: info@fuelrite.com, FAX: 1-203-756-2061, or

MAIL: FUELRITE LLC, P.O. Box 1910, WATERBURY, CT 06722

## FUELRITE L.L.C. BUSINESS CHARGE CARD AGREEMENT ESTABLISHMENT OF ACCOUNT: Seller (hereinafter, "we" or "us") has established for Buyer ("you") a credit card account under this Agreement. Buyer agrees that this account will only be used for the purchase of products and services for business purposes. Seller will issue a credit card ("the Card") under this agreement. Buyer agrees to pay any merchant who honors the Card, and, upon assignment of Buyer's obligations to Seller, Agrees to Pay Seller, all in accordance with the terms of this Agreement, Credit will be authorized in the sole discretion of the Seller and may be cancelled at any time without notice. Credit granted pursuant to the Card may include: (a) sale of goods by Seller and its affiliates, and by dealers and distributors who agree with Seller to honor the Card and to assign to Seller Buyer's promise to pay for goods and services purchased with the Card, (b) Seller's purchase of Buyer's credit obligations from other third parties who have honored the Card, and (c) Seller's agreement to assume directly and pay your obligations arising out of the use of the Card. Buyer agrees to pay to Seller the invoice amount of all such credit obligations

CREDIT LINE & PAYMENT TERMS: You agree that we will establish a credit line (limit) and payment terms for your account. You will be advised of your credit line and payment terms when your account is approved. You agree that we may change your credit line from time to time based on our evaluation of changes in your credit capacity and your performance under this account.

created pursuant to the Card consisting of all other charges

referred to in this Agreement.

PREPAID ACCOUNTS: (a) Seller in its discretion may establish certain prepaid Accounts to qualified applicants. Any prepaid Accounts created for Buyer shall be nontransferable and may be canceled, suspended, or revoked by Seller at any time without prior notice, subject to applicable law. No interest will be paid on funds held in a prepaid account. (b) Buyer is responsible for the use of the Prepaid Account according to the terms and conditions of this Agreement. (c) When Buyer uses the Prepaid Account, Seller will reduce the prepaid Amount by the amount of the Transaction and any applicable fees. Buyer may not, at any time, make a Transaction that will exceed the prepaid Amount. If Buyer does, Buyer is fully liable to Seller for the amount of the Transaction and any applicable fees. If Seller Issuer permits or has previously permitted Buyer to exceed its prepaid limit, it does not mean that Issuer will permit Buyer to exceed such limit again. All fees Buyer owes Seller will be debited from the prepaid Account. Seller has the right to offset against the prepaid Amount any indebtedness Buyer owes to Seller. Seller is not liable for any dishonored Transaction entry that results. (d) Buyer may add funds to the Prepaid Account, called "value loading", at any time by wire, ACH value load amounts will be held for up to 3 business days to ensure funds clear before being accessible by Buyer or Account Users.

FINANCE CHARGES: A compounded finance charge will be assessed on all past due invoices. Rates will be established per state law. Payments received will be applied first to Finance Charges, then to unpaid balances.

AUTHORIZATION TO CONVERT YOUR CHECK TO AN ELECTRONIC FUNDS TRANSFER DEBIT: By sending your check to us, you authorize us to send the information from your check electronically to your bank for payment. Your bank account will be debited in the amount of your check as early as the same day we receive your payment, and the transaction will appear on your bank statement. Your original check will be

destroyed once processed, and you will not receive your cancelled check back. If we cannot post the transaction electronically, you authorize us to present an image copy of your check for payment.

INSUFFICIENT FUNDS CHARGE: bank charges incurred by Fuelrite for any payment (ACH, check) that is returned as unpaid will be added to your account.

DEFAULT: If you do not pay any payment when due, or breach any other terms of this Agreement, we may demand the entire unpaid balance be paid immediately and start a lawsuit for collection of the balance, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, the Buyer and Guarantor agree to pay reasonable attorney's fees and court costs as permitted by law if your account is referred for collection to any attorney who is not our salaried employee. This is a commercial transaction in accordance with section. 52-278(f) of the Connecticut General Statutes. By signing the Fuelrite Account Application, Buyer and Seller specifically waives any right to a notice and hearing pursuant to sections 52-278(a) through S52-278(g) of the General Statutes of Connecticut or similar statutes of any other state to determine whether or not there is probable cause to sustain the validity of the sellers request for a Prejudgment Remedy as that term is defined in said statutes. Buyer and Guarantor further waives its right to a trial by jury with regard to any issue arising out of this agreement.

CREDIT CARDS: You requested commercial credit cards from us for use in accordance with the provisions of this Agreement by those individuals or for use in connection with those vehicles to be identified to us. You may request the issuance of additional credit cards, the cancellation of existing credit cards, or changes in authorized use thereof. You agree that this Agreement controls all purchases made on the account by you or any person who uses your credit card or account. If you have requested driver identification numbers for your account, you agree that the use of the card and the applicable driver identification number will constitute authorized use for all purposes. If no driver identification numbers are assigned to your account, presentation of the card will evidence authorized use. You will promptly notify us of the loss, theft, or unauthorized use of any credit card or account by Fax (203-756-2061), email, mail, or by calling and acknowledged by Fuelrite. Upon such notification, we will use all reasonable efforts to prevent further use of the card. We shall have the option to accept by telephone any and all other notices or communications with respect to any credit card or the account while reserving our right to have you provide such information in writing. If we issue one (1) or more cards to you for use by your employees, subject to any limitations imposed by applicable law, you agree to be responsible for all unauthorized use of such fleet cards. FLEET INFORMATION AND CREDIT CARDS: The

Applicant/Main Contact listed on the Account Application filed with us is authorized to provide us with the information necessary to establish account record and credit cards including all usage and summary information. We are also authorized to send to the Applicant/Main Contact's attention all account summary information and credit cards so produced. Unless you report any errors in the account information or credit cards within three (3) business days of your receipt thereof, we shall be entitled to rely on such information and credit cards for processing your account. We are also authorized to deal with any contact person with apparent authority to act on your behalf.

MANAGEMENT REPORTS AND DISCLAIMER: We supply the Vehicle Analysis Reports and other management reports based upon transactions and information reported to us. We disclaim all warranties in connection with such reports and shall not be responsible for the accuracy or completeness of such reports. We shall not be liable to any person for loss, liability, or damages, including consequential damages, as a result

of any inaccurate or incomplete report. WARRANTY DISCLAIMER: Except as otherwise required under applicable law, we as Seller make no warranty with respect to goods purchased with our credit card. This warranty disclaimer shall apply whether we act as seller, purchaser of credit sale Documentation, arranger of third-party credit, or otherwise in any particular transaction. without limitation, the implied warranty of merchantability. Under no circumstances shall we be liable for incidental or consequential damages arising out of any transaction governed by this Agreement. CANCELLATION: Seller and buyer have the right to cancel this Agreement/account as it relates to future purchases. You, of course, remain obligated to pay for all purchases made prior to the cancellation. You agree to properly destroy/dispose of credit cards upon notice of cancellation.

ASSIGNMENT: This Agreement, individual transactions hereunder, and any and all obligations of the Buyer hereunder may be assigned without further notice to you. All the Seller's rights under this Agreement shall also apply to any Assignee of this Agreement

AUTOMATED FACILITIES: We may provide fully automated fueling facilities which allow your drivers to purchase fuel by presenting credit cards to an unattended card reading machine. You agree that use of the card (with a driver identification number, if applicable to your account) and the corresponding entry of sales data into the card system will evidence your agreement to pay for such purchases. PROPRIETORSHIP/PARTNERSHIP CHANGE IN BUSINESS STATUS/ENTITY: Should the applicant be entering into this agreement as a proprietorship or partnership and at any time thereafter changes their business status to a partnership, limited liability corporation, or any other corporate entity, applicant unconditionally agrees that all agreement provisions herein shall remain in force on a personally guaranteed basis. Seller extended credit to applicant based solely on the personal guarantee inherent in a proprietorship.

IN CASE OF ERROR / BILLING INQUIRIES: If you think your bill is wrong, or if you need more information about a transaction on your bill, you contact Seller within two (2) week of invoice date to preserve your rights. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. TERMS & ACCOUNT AGREEMENT CHANGES: You agree that we may change the existing rates, charges and other terms of this Agreement, as well as introduce new terms, payment terms, and fees (such as delinquency charges, non-sufficient funds check or ACH charges and supplemental processing fees) when deemed necessary or permitted under applicable law, provided you are given proper notice. Any such amendments will apply to the then existing balance of your account, to the extent permitted or required by applicable law.

PARTIES TO THE AGREEMENT: This is an agreement between the Seller and Buyer and no other entity shall be deemed a party to this Agreement or third-party beneficiary hereof.

ENTIRE AGREEMENT: This is our entire agreement, and no oral changes can be made. This Agreement shall be governed by the internal laws of the State of Connecticut (without reference to choice of law rules). This Agreement is not binding until approved and accepted in Connecticut by the Seller.