

Financial Services Corporation

Response to THE STATE OF WEST VIRGINIA

Department of Administration Purchasing Division



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2009 APR - 1 A 10: 27

PURCHASING DIVISION STATE OF WV

REQUEST FOR PROPOSAL RFP FLT094800

> Fuel Card April 2, 2009, 1:30 p.m.

> > Submitted by:

Wright Express Financial Services Corporation 3995 South 700 East, Suite 450 Salt Lake City, Utah 84107 1-888-842-0075 The State will select the successful vendor's proposal based on best value purchasing which is not necessarily the vendor with the lowest price. Cost is considered but is not the sole determining factor for award. The State does reserves the right to accept or reject any or all of the proposals, in whole or in part, without prejudice, if to do so is felt to be in the best interests of the State.

Vendor's failure to provide complete and accurate information may be considered grounds for disqualification. The State reserves the right, if necessary, to ask vendors for additional information to clarify their proposals.

4.5. Cost Proposal Format/Bid Sheets

Vendors are required to quote a monthly, fixed price fee per card for all services provided per specification 3.2.1 through 3.2.4.3. The per card, per month fee must be all inclusive. No separate reimbursement will be made to the vendor for travel or any other expense or service. The evaluation of the cost proposal section for qualified vendors will be based on a quantity of 1900 cards per month for a one year period. If no fee will be imposed on the State, the vendor must indicate by entering "\$0.00" on the line item below.

\$ <i>C</i>	per cai	d per month	X 1900 cards/month = \$	0.00	/month
X 12 mont	hs = \$	0,00	Total for evaluation		
¥ SEE	ATTACHED	PRICE	PROPOSAL.		



Wright Express Financial Services Price Proposal To The State of West Virginia

A. Rebate: Wright Express would like to offer the State of West Virginia an annual rebate in accordance with the below Rebate Table off all Retail Transactions (as defined below) charged to your account (the "Rebate"). The Rebate will be calculated by multiplying the applicable rebate percentage by the total dollar amount of Aggregate Annual Retail Transactions (as defined below).

Rebate Table

Aggregate Annual Retail Transactions	Basis Points (Rebate Percentage)
\$2,000,000-\$2,999,999	60 basis points (0.60%)
\$3,000,000-\$3,999,999	62 basis points (0.62%)
\$4,000,000-\$4,999,999	64 basis points (0.64%)
\$5,000,000+	66 basis points (0.66%)

Conditions

The Volume Rebate set forth herein is expressly conditioned on the following: (1) your Aggregate Annual Retail Transactions totaling at least \$2,000,000; (2) signing of a three-year contract; and (3) our receipt of payment in full within 30 calendar days of the billing date appearing on such entity's invoice. For the avoidance of doubt, if an entity does not pay within 30 calendar days only that entity would not be entitled to a Rebate.

Calculation

We shall commence calculating the Rebate on the first day of the first billing cycle after definitive Agreement becomes effective. The Volume Rebate will be calculated by determining the Aggregate Annual Retail Transactions and the applicable Rebate Percentage, then by determining which of you or any of your Participating Entities have met the remaining conditions above thereby qualifying for payment of a Rebate. Lastly, for each qualifying entity we will multiply the Rebate Percentage by the total dollar amount of that entity's qualifying Monthly Retail Transactions to determine the Rebate to be paid directly to such entity.

Payment

Volume Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to each qualifying entity annually within 45 days of the annual anniversary of a contract between West Virginia and WEX..

Definitions

"Aggregate Monthly Retail Transactions" shall mean the total amount of all Monthly Retail Transactions made by you and your Participating Entities using Cards that appear on invoices provided to you in a Contract Year.

"Contract Year" shall mean the 12 month period commencing upon the effective date of a definitive agreement between the parties.



"Monthly Retail Transactions" shall mean the total amount of all purchases made using Cards at retail (not bulk or private site) locations that appear on invoices provided to you in a calendar month. Retail Transactions shall not include: (i) those amounts representing credits, disputed items, fees, late fees or charges posted to your accounts (such as returned check fees, collection costs, administrative fees and reporting fees), or (ii) any amounts posted to an account with respect to which a Card has been reported lost or stolen. Due to billing cycle cut off dates and monthly calendar variances invoices received by you in a given month may contain transactions from the previous month and they may not contain all transactions that occurred during the month in which you were invoiced.

Wright Express Universal Fleet Card Fee Schedule

Service	Fee
Account Set-Up Fee	Waived
Monthly Card Charge	Waived
Replacement Card Charge	Waived
WEXOnline®	Waived
WEXLink	Waived
Reproduced VAR*	\$25.00
Overnight Mail Fees*	\$21.50
Returned Item Fee (NSF/ACH)*	\$20.00
General Research Fee*	\$15.00 per hour
Additional Fleet Management Products & Service	es Pricing available on request

^{*} These fees are only incurred upon your request or the occurrence of a returned item.

A Wright Express Business Charge Account Agreement and Participation Addendum, as well as additional terms and conditions, are attached for your reference. This Agreement is intended as a starting point for establishing a mutually acceptable agreement between both parties. The pricing above overrides any pricing in the Business Charge Account Agreement.

We are willing to extend the products and services described herein to additional entities located in the State of West Virginia such as departments, bureaus, agencies, quasi-governmental agencies, public universities, and political subdivisions such as cities, towns and municipalities (the "Participating Entities"). If the State desires or permits this option the following would apply:

PARTICIPATION OF ENTITIES: The State and we (WEX FSC) shall have the right to share all or any part of the Agreement, and all associated documents and amendments,



with any Participating Entities. Any Participating Entity will have the right, at any time during the term of the Agreement, to purchase goods and/or services of the type covered by the Agreement inclusive of amendments, if any, at the same price, and under the same terms and conditions, as set forth in the Agreement.

Notwithstanding anything in this Agreement to the contrary, it is understood that the obligations of each Participating Entity hereunder shall be exclusively the obligations of the transacting entity and that neither the State nor the other Participating Entities shall have any liability whatsoever in connection therewith. It is further agreed that each Participating Entity is severally and not jointly liable to WEX FSC and no Participating Entity shall have financial or other responsibility or liability for any goods or services that were not furnished for such Participating Entity's site or operations.

EXTENSION OF CREDIT TO PARTICIPATING ENTITIES: No Participating Entity shall be eligible to become a part of the Agreement without being granted credit by WEX FSC. Credit Applications must be submitted by each Participating Entity and the applications will be adjudicated in accordance with our credit policies and we shall have sole and complete discretion over which Participating Entities are granted or denied credit. Each Participating Entity who is granted credit will be required to complete a Participation Addendum in order to participate under this Agreement. The combined Credit Application and Participation Addendum document is attached.

Our standard payment terms state that purchases are due and payable in full by you upon billing. Your account will be delinquent if you do not pay it within 26 days of the billing date appearing on your invoice. However, due to the nature of our relationship with the State, Wright Express agrees to comply with the State's 30-day payment terms.

Late fees are typically assessed at an Annual Percentage Rate of 24.00%. The periodic rate is based on your billing cycle. The periodic rates are:

Billing Cycle	Periodic Rate	Calculation of Periodic Rate
Weekly	0.462%	24.00% divided by 52
Monthly	2.00%	24.00% divided by 12

The late fee will be calculated by determining the total balance due on the date your account becomes delinquent, as follows: adding the total amount due on your Account on the payment due date together with any purchases posted to your Account from the end of the last billing cycle through the payment due date and subtracting from that amount any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine your late fee. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged. However, due to the nature of our relationship with the State, Wright Express agrees to review any act or law applicable to the State's payment timing or late fees.

WRIGHT EXPRESS® BUSINESS CHARGE ACCOUNT AGREEMENT

- 1.DEFINITIONS: in this Business Charge Account Agreement (the "Agreement"), the following words have the following meanings:
- "Account(s)" means your credit account(s) maintained with WEX FSC. An Account may be evidenced by a plastic card or an account number.
- "Business Day" means any day other than a Saturday or Sunday or other day on which Federal banking institutions are generally authorized or required by law or executive order to close.
- "Card" means a charge card or an account number issued by WEX FSC pursuant to this Agreement which is used to access an Account.
- "Controls" are a set of authorization tools designed to assist you with managing nurchases
- "DIN" means the driver identification number.
- "Financial information" means your financial statements including, at a minimum, an income statement for the applicable fiscal year and a balance sheet.
- "Fleet Contact Person" means the person you select who is authorized to provide us with the information necessary to establish and/or manage your Account(s) and Cards.
- "We", "us", "WEX FSC" and "our" refers to Wright Express Financial Services Cornerston
- "You" and "your" refers to the entity or person whose Account is created under
- this Agreement.

 2. ESTABLISHMENT OF ACCOUNT: WEX FSC, at its sole discretion, may extend credit, establish Accounts and issue Cards under this Agreement. Without notice we may modify, suspend or terminate your Account. You agree that this Account will only be used for the purchase of products and services for business purposes and not for personal, family or household purposes. Purchases of tottery lickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. You shall adopt internal policies and controls to ansure that the Accounts are used strictly for business or commercial purposes. You agree to pay for all charges on your Account according to the terms of this Agreement.

 2. CREDIT LINE AND CARACITY. You agree that a law may establish a credit.
- Agreement.

 3. CREDIT LINE AND CAPACITY: You agree that: a) we may establish a credit line (limit) for your convenience; b) your Account balance will not exceed your credit line; c) we may suspend your Account without notice if your Account balance exceeds your credit line; d) we may investigate your business and/or your personal credit capacity and credit history, and o) we may change your credit line without notice based on our evaluation of your credit workiness and/or your credit line if your Account is approved. We are authorized to provide information about: i) you and your Account to credit reporting agencies, affiliates, londers, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information; and ii) your transactions to accepting metchants or their service providers so they can offer you discounts or other promotional campaigns.
- A: FINANCIAL STATEMENTS: You agree to furnish WEX FSC copies of your consolidated audited financial statements as soon as available, but no later than 120 days following the end of each fiscal year of your company. The Financial Information shall have been prepared in accordance with generally accepted accounting principles, consistently applied, and shall be in accordance with the books and records of your company. You shall provide, in a timely manner, such other current financial information as we may request.
- 5. BILLING AND PAYMENTS: Your Account will be delinquent if you do not pay it in full within 26 calendar days of the billing date appearing on your invoice. Certain customers, based upon our credit review, may be required to make payment in loss than 26 calendar days on a cycle that we may establish for you. In addition, certain customers may elect a shorter billing or payment cycle as offered by us. If your payment due date fails on a non-Business Day, payment is due on the Business Day before the payment due date. Definquent Accounts will be subject to late fees (as described below), suspension, or termination of credit privileges, without notice. All charges must be paid in full regardless of disputes. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding.
- 6, LATE FEES: Late fees will be assessed at an Annual Percentage Rate of 24,00%. The periodic rate is based on your billing cycle. The periodic rates are:

Billing Cycle	Periodic Rate	Calculation of Periodic Rate
Weekly	0,462%	24.00% divided by 52
Monthly	2.00%	24.00% divided by 12

The late fee will be calculated by determining the total balance due on the date your account becomes delinquent, as follows: adding the total amount due on your Account on the payment due date together with any purchases posted to your Account from the end of the last billing cycle through the payment due date and subtracting from that amount any payments and/or credits entered during that period. The total balance due will then be multiplied by the applicable periodic rate to determine your late fee. In the event that the calculated late fee is less than ten dollars (\$10.00), a minimum late fee of ten dollars (\$10.00) will be charged.

- 7. APPLICATION OF PAYMENTS: Payments will be applied first to unpaid late fees and then to the unpeid balance of each product or service purchased in the order of its purchase.
- order of its purchase.

 8. CHANGES IN TERMS: You agree that we may change the rates, charges, and other terms described in this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient fundersharges and supplemental processing fees) unless prohibited by applicable law, provided you are given advance written notice by us except when advance written notice is not required pursuant to other provisions of this Agreement. Any amendments to your Account will apply to the then existing belance of your Account to the extent permitted or required by applicable law.
- 9. PREPAYMENT: You may pay your Account balance, or a portion of it, at any time without penalty.
- time wintout penalty.

 10. DEFAULT: If you: a) default on this Agreement or any other lending agreement between you and us by not paying any payment when due; b) exceed your credit line; or breach any other term of this Agreement or any other lending agreement between you and us, then we may: i) suspend or terminate your Account(s) and/or Cards; ii) demand immediate payment of the entire Account balance; and iii) start a lawsuit for collection of the Account balance, such goes to any notice of default and right to cure required by applicable law. To the extent not prohibited by applicable law, you agree to pay all collection costs, including reasonable attorneys' fees.
- reasonable attorneys' fees.

 11. CARDS AND ACCOUNTS: You request Cards from us for use according to this Agreement by individuate, or in connection with specific vehicles, to be identified to us. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. We may issue renewal Cards prior to their expiration date. You agree that you will destroy expired Cards or Cards for which a replacement Card has been issued. All renewal Cards or any additional Cards you request will be subject to the terms of this Agreement as in effect at the time of that renewal or issuance.

You may ask us to: a) issue additional Cards or replacement Cards; b) suspend or terminate Cards; or c) change the authorized use or user(s) of Cards. We may, in our sole discretion, suspend or terminate any Account or Card or refuse to authorize any charge, at any time. Unless you report any errors in your Account information or Cards within three (3) business days of your receipt thereof, we are entitled to rely on that information for processing your Account.

Vou agree that this Agreement controls all charges made on your Account by you or any person who uses a Card or your Account. It is your responsibility to notify us of your revocation of any person or user's authority to use or access your Account, Cards, or DINs. You will remain liable to us for any charges until such time as we receive notice. You gree that use of a Card and the applicable DIN will constitute authorized use for all purposes. We have no obligation or responsibility to you in the event that any merchant, entity or person refuses to honor a Card. If you choose to leave a Card at a merchant for use by your drivers, then you are responsible for any unauthorized use of that Card and agree to pay for all charges made with that Card. You agree to keep DINs confidential and to ensure that your employees do not disclose any DIN. If any of your employees discloses a DIN or writes a DIN on a Card, then you are liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

You will promptly notify us of the loss, thoft, or unauthorized use of any Card or Account by telephoning us at 800-492-9669 or through our online system. You agree to provide written confirmation of any notice if requested by us.

Subject to any limitations imposed by law, you will be liable to us for all unauthorized use of a Card that occurs before your notification of unauthorized use but you will not be liable for any unauthorized use that occurs after notification.

- but you will not be liable for any unauthorized use that occurs after notification.

 12. FLEET INFORMATION AND CHARGE CARDS: The Fleet Contact Person, or another person or persons designated by the Fleet Contact Person, is unthorized by you to: a) provide us with the information necessary to establish and maintain your Account, Cards, and DINs; b) provide all fleet vahicle, driver and other information that we may request; c) receive all Cards and reports; d) receive other Account information we may provide; and e) select additional products and/or services that we offer. You will provide us with advance written notice of any change in or removal of any Fleet Contact Person. You will remain fiable to us for any unauthorized use until you notify us of any change in or removal of any Fleet Contact Person. We are also authorized to deal with any contact person with apparent authority to act on your behalf.
- 13. MANAGEMENT REPORTS AND DISCLAIMER: As a part of our products and services, we provide purchase reports, vehicle analysis reports and other management reports and information, in either paper or electronic format. These reports may include information relating to your use of Carda based upon charges and information reported to us. You are responsible for reviewing these reports for accuracy and completeness. These reports will accurately reflect information provided to us by third parties. We cannot guarantee the accuracy or completeness of those reports to the extent that the third party information received by us and contained in the reports is inaccurate or incomplete. You understand and agree that, regardless of any errors in the reports, you remain responsible and liable for any and all charges.
- lable for any and all charges. AND ACCEPTANCE OF TERMS: We will assess foss and charges in the amounts listed on the attached Fee Schedule. Your use of your Account indicates your agreement to pay the fees and charges and your acceptance of all of the terms and conditions of this Agreement (which includes the Fee Schedule).
- 15. BULK, MOBILE, UNATTENDED, AND PRIVATE OR ONSITE FUELING: If you choose to use your Cards for bulk, mobile, unathended and private or onsite fueling purchases, we will provide you with enrollment forms and you will be responsible for any charges for those services. You also authorize us to report Account information to the fuel providers that you select. You acknowledge and agree that we will not be responsible for any claims, losses or liabilities that you may suffer as a result of, or related to, the misuse of your Account information by your fuel providers or their agents.
- Its SITE SELECTION PROGRAM: The Site Selection Program enables you to provide us with a list of specific locations where you wish to restrict purchases based on certain specified criteria. If you choose to use the Site Selection Program, we will provide you with appropriate enrollment forms. We reserve the right to not establish also election orteria for creatin eitst that may be identified by us as being ineligible for the Site Selection Program. We cannot guarantee that the Site Selection Program will work at independently owned fuel merchants enrolled to accept WEX FSC issued or serviced charge Cards. The Site Selection Program applies only to transactions that are received for authorization by us electronically. You are responsible for payment in full of all charges made at a location that you selected to be an "oxcluded location" which are made with a valid Card and that reprocessed by us.
- are processed by us.

 17, DYED FUEL PRODUCTS: You may purchase dyed special fuel using your Cards. You acknowledge that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its uso. You may be subject to finas or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. We will not be fable in any way for any misuse or mishandling by you of any dyed special fuel. Upon request from applicable governmental authorities, we may provide information regarding your dyed special fuel purchases to them without further authorization from you.
- dyed special tuel purchases to them without further authorization from you.

 18, ONLINE PRODUCTS: Certain products and services offered to you by us may be accessed by you through the internet. Although we are using both passwords and data base security methods for our online products, security cannot be guaranteed. We disclaim all liability for any security breaches of online communications or for any electronic, computer or other system failures. We are not liable to any person for loss, liability or damages, including consequential or special damages, arising out of any security breaches or system failures or any other defect of the electronic online communication procedures, including loss due to date modification or destruction.
- 19. INTERNATIONAL USE OF CARDS: Cards issued to you for use by your United States based operations may be used in other countries. By use of Cards in any country other than the United States you agree that you will: a) be billed in US Dolfars; b) receive reporting from us in English; c) accept the currency conversion for eas reflected in our Fee Schedule; and In old listribute Cards to employees based in countries other than the United States.
- 20. CONTROLS: You may request that Controls be applied to your Account. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes, transmitted to us by them. The product codes are assigned by each merchant, and as such, we have no responsibility for inappropriate product code assignment. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that those Controls can only be enforced when the merchant provides sufficient information as part of the authorization. In addition, some Controls do not work at island card readers.

addition, some Controls do not work at Island card readers. We reserve the right to modify Controls when those Controls, in our opinion, are set at a level such that they are ineffective or not in accordance with the goals of the Controls program. Default values will be assigned by us unless you make your own election(s) through our online product. Additional important information related to Controls is also available online. We shall not be responsible for the prudence of any particular Control level you select. The existence and/or use of Controls does not affect your liability for unauthorized use of Cards. You remain liable for transactions made using unreported lost or stolen Cards and/or Card numbers or DINs. You also agree that you will review fraud control data provided by us, such as vehicle analysis reports, for the purpose of detecting fraud that occurs within Control parameters.

21. REPRESENTATION, WARRANTIES AND ACKNOWLEDGMENTS: You represent and warrant to us that this Agreement is valid, binding and enforceable against you in accordance with its terms and, if you are a corporation or other entity, that this Agreement has been duly authorized by all necessary action of your governing body. You agree to provide any evidence of comporate (or other organizational) existence and authorization that we may reasonably request.

As part of our commitment to customer service, our managers periodically wait monitor telephone communications between our employees and our customers to ensure that our high qualify service standards are maintained. By accepting this Agreement, you hereby consent to such monitoring and recording of telephone communications. You also agies to notify your employees who may be in telephone contact with our representatives that periodic monitoring of conversations will occur.

CONVERSAIONS WILL OCCUT.

22. WARRANTY DISCLAIMERS AND LIMITATIONS ON DAMAGES: EXCEPT AS OTHERWISE REQUIRED UNDER LAW, WE MAKE NO WARRANTY WITH RESPECT TO GOODS, PRODUCTS OR SERVICES PURCHASED ON CREDIT THROUGH US, WE FURTHER DISCLAIM ALL WARRANTIES WITH RESPECT TO GOODS, PRODUCTS AND SERVICES PURCHASED WITH A CARD,

INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTARII ITY.

YOU ACKNOWLEDGE AND AGREE THAT WE WILL NOT BE LIABLE TO YOU FOR ANY LOSS, LIABILITY OR DAMAGES YOU SUFFER WHICH RESULT FROM, ARE RELATED TO, OR IN ANY WAY ARE CONNECTED WITH ANY FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE LECTTO IMPLEMENT FROM TIME TO TIME, UNLESS SUCH LOSS, LIABILITY OR DAMAGES ARE A DIRECT RESULT OF OUR GROSS NEGLIGENCE OR WILLFUL, MISCONDUCT IN IMPLEMENTING FRAUD CONTROL OR PURCHASE RESTRICTION MEASURES WE HAVE EXPRESSLY AGREED IN WRITING TO LINDFTAKE FOR YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR RICIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF ANY TRANSACTION, PRODUCT, GOOD OR SERVICE GOVERNED BY, OR ANY CLAIM RELATING TO, THIS AGREEMENT. THIS LIMITATION OF DAMAGES, INCLUDES, WITHOUT LIMITATION, ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING FROM OR RELATED TO THE USE OR MISUSE OF ANY CARD OR YOUR ACCOUNT. FURTHERMORE, OUR LIABILITY FOR ANY ACTUAL DAMAGES OR AMOUNTS DUE AS A RESULT OF NOT MEETING ANY EXPRESS OR MIPLED WARRANTIES MADE BY US TO YOU IS LIMITED TO THE CARD FEES PAID BY YOU DURING THE YEAR PRIOR TO YOUR REQUEST FOR CANCELLATION OR REFUND DUE TO OUR NOT MEETING SUCH GUARRANTIES.

- 23. ASSIGNMENT: You may not assign this Agreement for any reason, or any interest, payment, or rights under this Agreement without our prior written consent. We may, in our sole discretion, assign this Agreement without further notice to you. The person or entityfels to whom we make any such assignment are entitled to all of our rights under this Agreement, to the extent that those rights were assigned.
- 24. COVENANTS: You will provide us with at least thirty (30) days advance written notice of: a) any action by you to consolidate, merge or sell a substantial part of your assets; b) your intent to undertake a change in your legal structure; or o) removel or change of any guarantor on your Account. You will provide us with prompt written notice if any guarantor of this Agreement is rendered incapacitated or is unable to perform for any reason.
- 25. CANCELLATION: We and you have the right to cancel this Agreement, Accounts, Cards or DINs at any time without advance notice. You remain obligated to pay for all purchases made before cancellation. You agree to return all Cards to us upon notice of cancellation. We may, at any time, etect to terminate products or services described in this Agreement or on any enrollment form upon fifteen (15) days advance written notice to you.
- 26, PARTIES TO THE AGREEMENT: This is an agreement between you and us and no other entity shall be deemed a party to this Agreement or third-party beneficiary of it, except as provided in Section 23.
- 27. SEVERABILITY: In the event any provision of this Agreement is held to be invalid or unenforceable under any law, rule or regulation of any governmental agency (federal, state or local), that fact will not affect the validity or enforceability of any other provision of this Agreement.
- So any other profession to this agreement.

 28. REQUIREMENTS OF A WRITING: You agree that any electronic image of signed originals of your Agreement, your Account Application and product enrollment forms is binding as an original. You further agree that additions, updates, and deletions of vehicles, drivers, and Fleet Contact Persons placed by telephone or electronically, and accepted by us, are binding on you.
- telephone or electronically, and accepted by us, are binding on you.

 29. ENTIRE AGREEMENT: This Agreement, including the Fee Schedule, the Account Application you filed with us, any agreements which secure or guaranty your obligations under this Agreement, any electronic payment agreement, enrollment forms and any arrendments, modifications, substitutions or replacements of any of those documents, is a final expression of the credit agreement between us and you and may not be contradicted by evidence of any alleged oral agreement. Except as is expressly permitted in this Agreement, no modification of it is effective unless in writing and signed by an authorized officer of you and us.

Any terms different from this Agreement or contradictory to this Agreement that are set forth in a Purchase Order or other communication are expressly rejected and shall under no circumstances modify the terms of this Agreement.

This Agreement is governed by and construed in accordance with federal law and the laws of the State of Utah (without reference to choice of law rules). Any judicial action brought under or involving the subject matter of this Agreement shall be brought exclusively in the courts of the State of Utah located in Salt Lake City or the U.S. District Court for the District of Utah, and the parties expressly consent to the exclusive jurisdiction of such courts for the resolution of any disputes under this Agreement. Each party waives any objection to venue and any objection based on forum on conveniens in any such court.

30. USA PATRIOT ACT: We comply with Section 326 of the USA Patriot Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an Account. We will ask you for your name, address, date of birth, or other applicable information to identify you.

Fee Schedule

Your use of your Account indicates your acceptance of this Business Charge Account Agreement and this schedule of fees and charges.

Set-up Fee \$40.00

Monthly Card Charge \$2.00 per Card

Replacement Card \$2.00 per Card

International Currency Conversion Fee value

Reproduced Reports \$25.00 per request

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

If you have any questions about any of the above, please call Customer Service, toll-free at 800-492-0669.

ADDENDUM TO FUEL CARD SERVICES AGREEMENT BETWEEN WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION AND [ENTITY]

CREDIT INFORMATION									
Participating Entity agrees t credit bureaus and others w	hat in the event the accou ho may lawfully receive so	nt is not paid as uch information.	agreed, Card Issuer m	nay report the un	dersigned's liat	oility for and	the statu	is of the account to	
Participating Entity	Phone #		Fa	Fax#					
Write Participating Entity na		ar an agree 1 imi	it of 20 observators & cr	nane Unice e	necified po cor	mnany name	will ann	shren an tea	
Write Participating Entity na	ime as you wish it to appe	ar on cards. Limi	it of 20 characters & sp	Daces. Offices s	Jecineu, no coi	npany name	s will app	ear oir cards.	
					· · · · · · · · · · · · · · · · · · ·		·	D # /TIN FEIN or SCN\	
Headquarters Name and Pl	nysical Address (Do not In	clude PO Box)			,	Applicants i	axpayei	ID # (TIN, FEIN or SSN)	
In Business Since (yyyy)	Business Since (yyyy) Year of Incorporation (yyyy) Number of Vehicles Avg Month \$						y Fuel Expenditures Avg Monthly Service Expenditures \$		
Billing Contact		Billing Address	5		City		State	Zip+4	
Designate the Fleet Contac your account and account a	et authorized to receive all access. This is also the pe	charge cards, re	ports, and other such i by your company to p	information we p rovide all fleet ve	hicles, driver a	e to time an nd other info	d to take ormation	actions with respect to we may request.	
Authorized Fleet Contact N	ame		Title		Phone #		Fax	#	
Mailing Address (if different	t from billing address)				City		State	Zip+4	
	Email address (required to take advantage of product type card controls)								
Card Controls: To help us				ipate using.					
If you provide a valid email address above, you can select from these product type options: ☐ All Products ☐ Fuel & Service ☐ Fuel & Fluids with Roadside Assistance ☐ Fuel with Roadside Assistance ☐ Mix of card types									
☐ Check here if business	is exempt from motor fuel	s tax							
INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.									
Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.									
TERMS									
Definitions:									
"Agreement" mean "Agreement") betw	s: <u>Contract No. [></u> een the [entity] ("	(] effective [entity]") a	[date] for Fuel nd Wright Exp	Cards and I ress Financ	uel Mana Sial Servic	gement s es Corp	Service oratio	es (the on ("WEX FSC").	
"Participating Entity" shall mean the Participating Entity as defined in Contract [x] permitted to purchase services under the Agreement, as specified in the Credit Information above.									
All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.									
Continued on page 2.									

ADDENDUM TO FUEL CARD SERVICES AGREEMENT CONTINUED

Agreements of WEX FSC and Participating Entity:

- 1. Participating Entity represents that it is authorized by the laws of the [entity] to enter into this Addendum and to participate under the Agreement.
- 2. Participating Entity hereby requests the services of WEX FSC described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
- 3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.
- 4. Participating Entity acknowledges that this Agreement will not be binding and effective until WEX FSC has also completed it.

AUTHORIZED SIGNATURE REQUIRED					
Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on behalf of the Participating Entity.					
Participating Entity:		WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION			
Ву:		Ву:			
(Cor	ntracting Agency's Authorized Signatory)				
Printed Name:		Printed Name:			
Title:	,	Title:			
Date:		Date:			

Complete and sign addendum. Fax both pages to

		FOR OFFICE USE	ONLY	
Opportunity Number	Sales Code	Plastic Type	Coupon Code	Account Number 04

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