



Wright Service Corporation

ExxonMobil Universal Response to:

**RFQ FLT11918
Fuel Only Credit Card
July 6, 2011, 1:30 p.m.**

RECEIVED

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EXXON MOBIL
UNIVERSAL RESPONSE

**Department of Administration
Fleet Management Office
2101 Washington Street, East
Building 17
Charleston, WV 25305**

For Consideration,

ExxonMobil Fleet Services, in cooperation with Wright Express, submits a proposal for consideration to the State of West Virginia, Department of Administration, Fleet Management Office – a program for Fuel Only Credit Card Services.

ExxonMobil Fleet Services received this Request for Quotation on June 29th, therefore did not have the opportunity to attend the Mandatory Pre-Bid Conference held June 15th. We request consideration to have our proposal considered based on that fact.

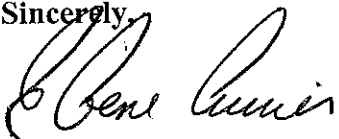
ExxonMobil Fleet Services proposes the ExxonMobil Universal card for the State of West Virginia equipment and vehicles. ExxonMobil Universal is accepted at 9 of 10 fuel retail locations throughout the United States and regionally in the areas traveled by West Virginia state-operated vehicles and equipment. Further, there are hundreds of Exxon and Mobil branded fueling retailers operating in this region, where additional fueling incentives can be offered to the total amount of fuel purchased by state vehicles at Exxon and Mobil branded fueling retailers.

ExxonMobil Universal offers a robust vehicle management program with a full suite of purchase controls to assist in the management of state vehicles and drivers. Account maintenance, purchase limits, security controls and program data is available online in a secure environment. Additionally, the ExxonMobil Universal program is supported 24 x 7 x 365 by customer service agents trained on the specifics of vehicle program management.

The State of West Virginia will be supported through a dedicated staff of professionals trained to review fuel purchases with a goal of driving efficiency and security that leads to lower overall costs managing state vehicle and equipment operation.

We respectfully submit the attached proposal for your thoughtful consideration.

Sincerely,



**E. Gene Currier
Manager, ExxonMobil Fleet Services**



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**Request for
 Quotation**

RFC NUMBER
 FLT11918

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF ADMINISTRATION
 FLEET MANAGEMENT OFFICE
 2101 WASHINGTON STREET, EAST
 BUILDING 17
 CHARLESTON, WV
 25305 304-558-0086

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
06/01/2011				

BID OPENING DATE: 07/06/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SPECIFICATIONS BY FORMAL WRITTEN ADDENDUM IS BINDING. NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN THE REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.</p> <p>EXHIBIT 10</p> <p>REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO.'S:</p> <p>NO. 1 ✓</p> <p>NO. 2 ✓</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FBN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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TO ORDER

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<p>ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Kate S. Dul...</i> SIGNATURE <i>Wright Express Financial Services</i> COMPANY <i>6/29/11</i> DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE</p>						

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<p>CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE</p>						

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PURCHASING

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<p>VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>EXHIBIT 4</p> <p>LOCAL GOVERNMENT BODIES: UNLESS THE VENDOR INDICATES IN THE BID HIS REFUSAL TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO COUNTY, SCHOOL, MUNICIPAL AND OTHER LOCAL GOVERNMENT BODIES, THE BID SHALL EXTEND TO POLITICAL SUBDIVISIONS OF THE STATE OF WEST VIRGINIA. IF THE VENDOR DOES NOT WISH TO EXTEND THE PRICES, TERMS, AND CONDITIONS OF THE BID TO ALL POLITICAL SUBDIVISIONS OF THE STATE, THE VENDOR MUST</p>						

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<p>CLEARLY INDICATE SUCH REFUSAL IN HIS BID. SUCH REFUSAL SHALL NOT PREJUDICE THE AWARD OF THIS CONTRACT IN ANY MANNER.</p> <p>REV. 3/88</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: FLT11918</p> <p>BID OPENING DATE: 07/06/2011</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY</p>						

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S H O

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<p>TO CONTACT YOU REGARDING YOUR BID: <i>CHUCK SHETLE</i></p> <hr/> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): <i>410-494-1808</i></p> <hr/> <p>***** THIS IS THE END OF RFQ FLT11918 ***** TOTAL: _____</p>						

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RFQ No. FLT11918

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: Wright Express Financial Services Corp

Authorized Signature: Kirk S. Welch Date: 6/29/11

State of Utah

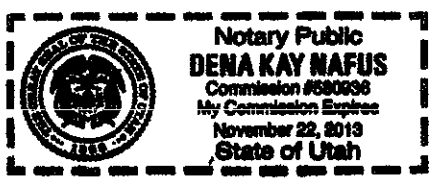
County of Salt Lake, to-wit:

Taken, subscribed, and sworn to before me this 29 day of June, 2011.

My Commission expires November 22, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC Dena Kay Nafus



Additional Terms and Conditions
for the State of _____ Statewide Fuel Card Services Program

1. DEFINITIONS:

“Account(s)” means your credit account(s) maintained with Respondent. An Account may be evidenced by a plastic card or an account number.

“Business Day” means any day other than a Saturday, 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 Respondent pursuant to this Agreement which is used to access an Account.

“Controls” are a set of authorization tools designed to assist you with managing purchases.

“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”, “_” and **“our”** refers to _____.

“You” and **“your”** refers to _____ 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 lottery tickets 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 ensure 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 and all additional charges provided in our Response to Request for Proposal dated _____ and subject to the provisions of the State of _____, Contract No. _____ for Statewide Fuel Card Services.

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 e) we may change your credit line without notice based on our evaluation of your creditworthiness and other factors. You will be advised of 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, lenders, banking examiners, auditors, entities who finance our business and others who may lawfully receive the information; and ii) your transactions to accepting merchants or their service providers so they can offer you discounts or other promotional campaigns.

4. **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 less 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 falls on a non-Business Day, payment is due on the Business Day before the payment due date. Delinquent 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. **OR INSERT PROMPT PAYMENT LANGUAGE.**

5. **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. **OR INSERT PROMPT PAYMENT LANGUAGE**

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

7. **AMENDMENTS:** This Agreement may be amended or modified only through a subsequent written Amendment signed by both parties.

8. **PREPAYMENT:** You may pay your Account balance, or a portion of it, at any time without penalty.

9. **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 c) 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, subject 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.

10. **CARDS AND ACCOUNTS:** You request Cards from us for use according to this Agreement by individuals, 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.

You 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 agree 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, theft, or unauthorized use of any Card or Account by telephoning us at 800-492-0669 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.

11. **FLEET INFORMATION AND CHARGE CARDS:** The Fleet Contact Person, or another person or persons designated by the Fleet Contact Person, is authorized by you to: a) provide us with the information necessary to establish and maintain your Account, Cards, and DINs; b) provide all fleet vehicle, 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 liable 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.

12. **MANAGEMENT REPORTS AND DISCLAIMER:** As part of our product and services, we provide certain 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 Cards 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.

13. FEES, CHARGES AND ACCEPTANCE OF TERMS: We will assess fees 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).

14. BULK, MOBILE, UNATTENDED, AND PRIVATE OR ONSITE FUELING: If you choose to use your Cards for bulk, mobile, unattended 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.

15. 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 site selection criteria for certain sites 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 "excluded location" which are made with a valid Card and that are processed by us.

16. 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 use. You may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. We will not be liable 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.

17. ONLINE PRODUCTS: Certain products and services offered to you by us may be accessed by you through the Internet. In order to access our online system your users must agree to our Terms of Use, the current version of which is attached hereto as Addendum I for your reference. 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 data modification or destruction.

18. 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 Dollars; b) receive reporting from us in English; c) accept the currency conversion fee as reflected in our Fee Schedule; and d) not distribute Cards to employees based in countries other than the United States.

19. 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.

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.

20. 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 corporate (or other organizational) existence and authorization that we may reasonably request.

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

21. 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 MERCHANTABILITY.

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 ELECT TO 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 UNDERTAKE FOR YOU.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES SHALL WE BE LIABLE FOR INCIDENTAL, 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 IMPLIED 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 GUARANTEES.

22. **ASSIGNMENT:** Subject to our credit approval, you may assign or otherwise transfer your interest in this Agreement. You will provide us with at least thirty (30) days advance written notice of any proposed assignment. No assignment shall be effective unless and until: (a) we have determined, in our sole discretion, that your assignee is creditworthy; and (b) the assignee assumes your obligations under this Agreement in writing. Determinations of any proposed assignee's creditworthiness will be made in good faith and in accordance with our credit policies. Any attempt to assign this Agreement in violation of this provision will be null and void.

23. **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.

24. **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.

25. PARTICIPATING ENTITIES

We and you shall have the right to share all or any part of this Agreement, and all associated documents and amendments, with any Participating Entity. Should any Participating Entity open an account with us, the terms of this Agreement shall control.

Notwithstanding anything in this Agreement to the contrary, it is understood that the obligations of the State and each Participating Entity hereunder shall be exclusively the obligations of the transacting entity and that neither the State nor any other Participating Entity will have liability whatsoever in connection therewith. It is further agreed that each Participating Entity is severally and not jointly liable to us and neither the State nor any other Participating Entity shall have financial or other responsibility or liability for any goods or services that were not furnished for such entity's site or operations.

No Participating Entity shall be eligible to participate in the program without being granted credit by us. Credit applications submitted by each Participating Entity 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 desiring to participate under this Agreement will be required to complete a Participation Addendum essentially in the format attached hereto as Attachment 1.

26. FINANCIAL INCENTIVES: INSERT

27. **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.

28. ENTIRE AGREEMENT: This Agreement, including the Request for Proposal #____
____, our Response to Request for Proposal, the Contract No. _____, 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 amendments, 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 _____(without reference to choice of law rules).

EXHIBIT A
Fee Schedule

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

INSERT PRICING

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.

Attachment I

WEXOnline® TERMS OF USE

Please read these terms carefully before using this site.

1. General

Wright Express Corporation ("we," "us" and "our") provides this web site on behalf of its subscribers subject to the following terms of use ("Terms"). These Terms supplement the customer's (or "you" or "your") credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and shall be applicable to your account upon your selection of the **WEXOnline®** product. Your continued use of your account and **WEXOnline®** constitutes your acceptance of these Terms. If you have any questions, please call our Customer Service department.

2. Purpose of the Website

The goal of this web site is to provide you with access to information about your fleet charge card account and to also allow you to perform account maintenance. Do not use this web site if you do not agree with these terms. These Terms supplement your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and shall be applicable upon your use of the site. Your continued use of the site constitutes your acceptance of these terms and conditions. If you have any questions, please call Customer Service at 1-800-492-0669.

3. Trademarks, Service Marks and Copyrighted Materials

We control and operate this website. All content on this website, including, but not limited to, text, photographs, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by United States and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes). The content is owned and controlled by us, our affiliates, or by third party content providers, merchants, sponsors and licensors (collectively the "Providers") that have licensed their content or the right to market their products and/or services to you using this site. You agree to abide by all additional copyright notices, information, or restrictions contained in any content that is presented on this site.

You may not use any registered or unregistered trademarks, service marks or copyrighted materials appearing on this website, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame, deep link, or otherwise incorporate into another website any of the content or other materials on this website without our express prior written consent.

Violation of trademark and copyright laws may result in significant civil liability or criminal penalties under United States and/or worldwide copyright and trademark

laws. You recognize that any reproduction or use of content, except as authorized by these Terms, is considered intentional infringement.

4. Use of the Site

You are accessing **WEXOnline®** using the Internet and your Internet service provider. Although we are using both password and database security methods to ensure protection for **WEXOnline®**, security cannot be guaranteed. We hereby disclaim all liability for any security breaches of online communications or for any electronic, computer or other system failures. We shall not be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any security breaches or system failures or any other defect of the electronic online communication procedures, including, without limitation, loss due to data modification or destruction.

You may provide access to your account information by adding others to access your account via an online enrollment. You understand that you are responsible for the level of access that you provide to the users you establish for your account. You understand that you are solely responsible for maintaining the security of your password and User ID against theft or unauthorized use and that any person possessing your password and User ID can order additional cards and take other action with respect to your account. You agree that you shall exercise all precautions commensurate with the highest reasonable standards of security for the protection of your security information. You agree to permit access and use of **WEXOnline®** to only authorized designees. Any account maintenance effected with the use of your User ID and password shall be conclusively presumed to be authorized by you for all purposes and you accept all liability for use of cards ordered and any other transactions effected through **WEXOnline®**. You agree to notify us immediately if you suspect that any User ID or password associated with your account has been lost, stolen, or the subject of unauthorized use. You agree that the security procedures provided with **WEXOnline®** including without limitation, data encryption, are commercially reasonable and adequate for your use. Furthermore, you agree that you shall not circumvent the encrypted data or attempt to obtain unauthorized access to the site or portions of the site which are restricted from general access.

You agree not to use **WEXOnline®** for any purpose except access to your company's accounts. In using this site, you agree not to disrupt or interfere with the site, its services, system resources, nor to upload, post or otherwise transmit any viruses or other harmful, disruptive, inappropriate, illegal or destructive files. You also agree not to use, attempt to use, or access other accounts, or create or use a false identity on the site.

You agree to indemnify and hold us, and our parents and affiliates, harmless for any loss or damage caused by your access, attempted access to or manipulation of any account or data of any third party and/or any defect in your system that causes damage to our hardware, software or data. We reserve the right to terminate or suspend access to **WEXOnline®**, in whole or in part, at any time, without notice.

WEXOnline® and the information provided on this site is provided "AS IS" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, noninfringement, or fitness for a particular

purpose. Wright Express Corporation, its subsidiaries and affiliates, make no warranty that use of the site or the materials will be uninterrupted, timely, secure, or error free or that defects, if any will be corrected and we assume no responsibility for any damages that may be suffered by you, including, but not limited to, losses from delays, nondelivery of content or any communications, errors, system down time, network or system outages, file corruption or service interruptions.

5. Governing Law, Severability

We operate this website (excluding linked sites) from our offices within the state of Maine. The website can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Maine, by accessing this website, you agree that these Terms and your use of the web site shall be governed in all respects by federal law and the internal substantive laws of the State of Maine, without regard to conflict of laws provisions and shall not be governed by the United Nations Convention on the International Sale of Goods. You further submit to exclusive jurisdiction and venue in the state and federal courts located in the State of Maine for all disputes, cases and controversies regarding this website, your use of this web site, and your relationship with us. We make no representation that materials on this web site are appropriate or available for use in other locations, and accessing them from territories where the content is illegal is prohibited. Customers who choose to access this web site from other locations do so at their own risk and are responsible for compliance with local laws, including laws regarding the transmission of technical data exported from the United States or the country in which you reside. If any provision of these terms is prohibited by or rendered invalid by applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of these Terms.

6. For Customers Using Electronic Billing Method

You may receive copies of your invoice via **WEXOnline®**. In the event that you elect to receive all your invoices electronically and not via standard U.S. Mail, the invoice shall be deemed delivered to you upon our confirmation of electronic mailing. All the terms and conditions concerning payment and any disputes in billing as set forth in your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors remain in full force and effect. If you wish to make an inquiry regarding an invoice or a particular transaction, please contact Customer Service at the number listed on your credit agreement.

7. For Customers Using Electronic Payment Method

If you enroll in our electronic payment service, you can make payments due under your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors by initiating an electronic payment from your account maintained at your financial institution, by means of an Automated Clearing House (the "ACH"), and the following terms and conditions will apply to any such payment:

(a) We will transmit such Entries initiated by you to the creditor under your Credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors. Your creditor will initiate the payment transaction through its bank (the "Creditor's Bank") which will transmit the entries directly or indirectly to

the ACH, as provided in the Operating rules of the National Automated Clearing House Association ("NACHA"), as in effect from time to time (the "Rules"), and these Terms of Use. As used herein, the terms "Settlement Date," "Entry," and "File" have the meaning set forth in the Rules.

(b) You agree to comply with (i) these Terms of Use, (ii) all applicable laws, including federal law (including without limitation Article 4A of the Uniform Commercial Code), and (iii) the Rules insofar as applicable. The specific responsibilities and requirements provided in the following paragraphs of these Terms of Use in no way limit the foregoing undertaking.

(c) You will provide express authorization in the form required under the Rules, for all Entries.

(d) The Company will provide Entry information in the manner specified in the electronic payment request on this site. Such information will include your bank account number, your bank's ABA routing number, the payment amount and payment date.

(e) The deadline for submitting an Entry is 3:30 PM EST on each business day.

(f) If you would like to cancel or modify an Entry, you can do so before the 3:30 PM EST deadline.

(g) You will ensure that the Account contains sufficient immediately available funds to cover any debit Entry initiated to it not later than the Settlement Date applicable thereto.

(h) In the event any Entries are rejected by the ACH for any reason whatsoever, it shall be your responsibility to remake such Entries or to make other arrangements for making payment of amounts due under your Credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors; provided, however, that Creditor's Bank shall remake such Entries in any case where such rejection by the ACH was due to mishandling of such Entries by Creditor's Bank and sufficient data is available to the Bank to permit it to remake such Entries.

(i) You will indemnify Creditor's Bank if Creditor's Bank incurs any loss or liability on account of the breach, with respect to any Entries initiated by you, of any of the warranties of Originating Depository Financial Institutions contained in the Rules, except due to Creditor's Bank's own negligence.

(j) In the event you incur any loss due to the mishandling of a particular Entry or Entries, Creditor's Bank's liability you shall be limited to the minimum amount required under Article 4A of the Uniform Commercial Code.

(k) You warrant the accuracy of all transactions presented to Creditor's Bank and warrant that all transactions presented to Creditor's Bank are authorized and agree to indemnify Creditor's Bank from and against any claims, including third-party claims, arising from the breach of these warranties.

(l) In the event any Entry or File of Entries is delivered to Creditor's Bank by an agent or employee purporting to act on your behalf, Creditor's Bank shall be fully protected in acting in reliance on such Entry or File of Entries and need not inquire of you as to whether the same is duly authorized.

(m) You are strictly responsible for establishing and maintaining procedures to safeguard against unauthorized Entries. You warrant that no employee or agent will be allowed to initiate Entries in the absence of proper supervision and safeguards, and you agree to take reasonable steps to maintain the confidentiality of any passwords, codes, security devices and related instructions Creditor's Bank provides to you in connection with any security procedures. If you believe or suspect that any such information or instructions have been known or accessed by an unauthorized person, you agree to notify us immediately. The occurrence of unauthorized Entries will not affect any Entries Creditor's Bank initiates in good faith prior to receipt of your notification and within a reasonable time period to prevent unauthorized transmissions. If Creditor's Bank receives an Entry (or a request for cancellation or amendment of an Entry) that purports to have been transmitted or authorized by you, it will be deemed effective as your Entry or request, provided that Creditor's Bank accepted the entry or request in good faith and acted in compliance with its security procedures with respect to the entry or request.

8. For Customers Using Controls:

These terms and conditions supplement your credit agreement with Wright Express Financial Services Corporation or one of our card program sponsors and govern your use of Controls which may be used to help limit purchase capabilities on your cards and accounts.

Controls are subject to the disclosures provided to you, this Section 8 and the Important Information found in the Profile Manager. You should carefully review the Important Information prior to establishing Controls. Use of Controls is deemed acceptance of these terms and the disclosures found in the Important Information. The availability and effectiveness of Control limits is dependent upon each merchant's adoption of card specifications and the information transmitted to us by them. You understand and acknowledge that only transactions submitted to us for authorization are subject to Controls and that such Controls can only be enforced when the merchant provides sufficient information as part of their request for authorization for us to determine if it meets or exceeds the Controls that you have set. Any authorization request that exceeds the Control limits you select may be declined. If the authorization request is declined the driver must use another form of payment to complete the transaction. We are not liable on account of any merchant's refusal to honor the Card, regardless of the reason, whether or not you have established Controls for your cards or accounts.

The existence and/or use of Controls shall not affect your liability for unauthorized use of Cards. We reserve the right to modify Controls upon notice to you. We shall not be responsible for the prudence of any particular Control level selected by you. You agree that we are authorized to rely on such changes made by you or your authorized users and you further agree to indemnify us and hold us harmless for any loss, claim or damage allegedly caused by our reliance on such changes. You also agree that we will not be liable to you for any loss, liability or damages you suffer

which arise from, are related to, or are in any way connected with any Controls or other purchase restrictions which we may implement from time to time.

9. Questions

For questions concerning these terms or the products described online please call the following number: 1-800-492-0669, or send inquiries to: Wright Express Corporation, P.O. Box 639, Portland, ME 04104. Be sure to include your account number with all inquiries.

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Addendum II
INSERT PARTICIPATION ADDENDUM

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

CREDIT INFORMATION					
Participating Entity agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.					
Participating Entity			Phone #		Fax#
Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards. <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>					
Headquarters Name and Physical Address (Do not include PO Box)				Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
In Business Since (yyyy)		Year of Incorporation (yyyy)		Number of Vehicles	Avg Monthly Fuel Expenditures \$
					Avg Monthly Service Expenditures \$
Billing Contact		Billing Address		City	State
					Zip+4
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.					
Authorized Fleet Contact Name			Title	Phone #	Fax #
Mailing Address (if different from billing address)				City	State
					Zip+4
Email address (required to take advantage of product type card controls)					
Card Controls: To help us estimate your credit needs, indicate the types of cards you anticipate using.					
If you provide a valid email address above, you can select from these product type options:					
<input type="checkbox"/> All Products <input type="checkbox"/> Fuel & Service <input type="checkbox"/> Fuel & Fluids with Roadside Assistance <input type="checkbox"/> Fuel with Roadside Assistance <input type="checkbox"/> Mix of card types					
<input type="checkbox"/> Check here if business is exempt from motor fuels 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
<p>Definitions:</p> <p>"Agreement" means: Contract No. [x] effective [date] for Fuel Cards and Fuel Management Services (the "Agreement") between the [entity] ("[entity]") and Wright Express Financial Services Corporation ("WEX FSC").</p> <p>"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.</p> <p>All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.</p> <p style="text-align: center; font-weight: bold; font-size: 1.2em;">Continued on page 2.</p>

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

By: _____
 (Contracting Agency's Authorized Signatory)

By: _____

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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COST PROPOSAL RESPONSE

The cost quotation will be based on a quantity of 10,000 active secure, fuel-only credit cards per month for a one-year period.

\$ 0.00 per card per month X 10,000 cards/month = 0.00 /month

X 12 months = \$ 0.00 total cost quotation.

Vendor Name: WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION

Point of Contact Name: CHUCK SHETZLE

Point of Contact Phone: 410-494-1808



State of West Virginia
Financial Incentives

Wright Express would like to offer the following financial incentives to the State of West Virginia. It is possible to qualify for some, all, or none of the incentives.

A. ExxonMobil Volume Rebate

Wright Express is pleased to offer the following ExxonMobil volume discounts on retail fuel purchased at ExxonMobil locations only. You will pay the retail price at the pump. Your rebate is determined by multiplying the total gallons of fuel purchased during the billing period by the appropriate amount as defined in the following Rebate Schedule.

Gallons Purchased Per Billing Period	Rebate Per Gallon
500-1,499	1.5¢
1,500-3,999	2.0¢
4,000-6,999	3.0¢
7,000-9,999	4.0¢
10,000+	5.0¢

B. Wright Express Volume Rebate

Subject to the express conditions below, we will issue a monthly rebate, in the accordance with the below Rebate Table, off all your Monthly Retail Transactions based on the tier established in the table below (the "Rebate").

Rebate Table

Monthly Gallons	Basis Points (Rebate Percentage)
25,000-49,999	20 (0.20%)
50,000-74,999	30 (0.30%)
75,000-99,999	35 (0.35%)
100,000-149,999	40 (0.40%)
150,000-199,999	45 (0.45%)
200,000+	50 (0.50%)



Conditions

The Rebate set forth herein is expressly conditioned on the following: (1) monthly billing; (2) electronic reporting; and (3) payment in full within 30 calendar days of the billing date appearing on your invoice.

Calculation

We shall commence calculating the Volume Rebate as of the first day of the first billing cycle after an agreement becomes effective. The Rebate will be calculated by determining the Monthly Gallons to establish the applicable Rebate Percentage. The Rebate Percentage is multiplied by the total dollar amount of Monthly Retail Transactions to determine the Volume Rebate.

Payment

Rebates for international transactions shall be paid at a rate of 50% of the applicable Rebate Percentage. Rebates shall be paid to you monthly in arrears.

C. Wright Express Payment Timing Rebate

Subject to the express conditions below, we will issue a monthly rebate in accordance with the below Payment Timing Table off all Monthly Retail Transactions charged to your accounts (the "Payment Timing Rebate").

Payment Timing Table

Bill Presentment	Payment Timing Options	Basis Points (Rebate Percentage)
Daily	Payment in full daily via direct debit.	40 basis points (0.40%)
Monthly	Payment in full tri-monthly (on the 10 th calendar day, 20 th calendar day and 1st Business Day of the next month) via direct debit.	35 basis points (0.35%)
Weekly	Payment in full within 7 calendar days of the date we make your invoice available to you, including electronically.	30 basis points (0.30%)
Monthly	Payment in full by the 5 th calendar day of the month via direct debit.	10 basis points (0.10%)

Conditions

The Payment Timing Rebate set forth herein is expressly conditioned on the following: (1) electronic reporting (i.e. no paper reports); and (2) our receipt of payment in full in accordance with one of the Payment Timing Options in the Payment Timing Table.



Calculation

We shall commence calculating the Rebate on the first day of the first billing cycle after the Agreement becomes effective. The Rebate will be calculated by determining the Payment Timing and the applicable Rebate Percentage, then by multiplying the Rebate Percentage by the total dollar amount of Monthly Retail Transactions.

Payment

Payment Timing Rebates for international transactions shall be paid at 50% of the applicable Rebate Percentage. Payment Timing Rebates shall be paid to you monthly in arrears.

Definitions

“Monthly Gallons” shall mean all gallons of fuel purchased using Cards at retail locations that appear on invoices provided to you during a calendar month. 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.

“Monthly Retail Transactions” shall mean the total amount of all purchases made using Cards at retail locations that appear on invoices provided to you in a calendar month. Monthly 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.

Fee Schedule

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

One Time Enrollment Fee	WAIVED
Monthly Accounting Fee	WAIVED
Additional Report Set-Up	\$10.00 per set-up
Additional Reports (Monthly)	\$2.00 per report
Reproduced VAR	\$25.00
International Currency Conversion Fee	1% of the total transaction value
General Research Fee	\$15.00 per hour
Overnight Mail Fees	\$21.50
Returned Item Fee (such as NSF/ACH)	\$20.00
ExxonMobil Speedpass	First 10 Free/\$15 per unit thereafter

Pricing for additional products and services is available upon request.



Financial Services Corporation

Any rebates or discounts offered by ExxonMobil shall be applied only if your account remains in good standing. 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.



Executive Summary

This proposal is presented by Wright Express Financial Services Corporation (WEX FSC), a Utah industrial bank. WEX FSC is a wholly owned subsidiary of Wright Express Corporation (WEX Corp), a Delaware corporation. WEX FSC and WEX Corp. are collectively referred to herein as Wright Express.

Wright Express' contact information is as follows:

Wright Express Financial Services Corporation	Wright Express Corporation
7090 South Union Park Center, Suite 350 Midvale, Utah 84047 (888) 842-0075	97 Darling Avenue South Portland, Maine 04106 (800) 761-7181

Wright Express Financial Services Corporation is offering the services described herein and would be the issuer of ExxonMobil Universal cards to the fleet. Wright Express is a leading provider of payment processing and information management services to the U.S. commercial and government vehicle fleet industry. Wright Express has been in business since 1983 and has been publicly traded on the New York Stock Exchange since 2005. Wright Express provide fleets with Level III transaction data, consolidated billing and reporting, purchase alerts and controls, exception reporting, onsite fuel integration, and maintenance capabilities. Wright Express captures Level III transaction data 99.8% of the time at more than 180,000 fuel and vehicle maintenance locations, including more than 90% of the nation's retail fuel locations. Wright Express processes transactions for commercial and government vehicle fleets totaling 4.8 million vehicles.

Our response includes a description of how Wright Express meets the State of West Virginia's Required Products and Services. However, we must point out that we do not accept credit card for payment as there are rules that prohibit the payment of card debts with another card. Wright Express accepts payment by check, ACH, direct debit or through WEXOnline®.

Wright Express is pleased to extend its offer to local government bodies in the State of West Virginia. We have attached additional terms and conditions required by WEX FSC as a bank extending credit.

Response to Required Products and Services

2.2.1 Fuel Card

2.2.1.1

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. We provide fleets with Level III transaction data, consolidated billing and reporting, purchase alerts and controls, exception reporting, onsite fuel integration, and maintenance capabilities. ExxonMobil Universal captures Level III transaction data 99.8% of the time at more than 180,000 fuel and vehicle maintenance locations, including more than 90% of the nation's retail fuel locations.

2.2.1.2

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. A ExxonMobil Universal card can be assigned to a vehicle/asset, driver or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. When the card is swiped at the point of sale device, the driver will be prompted to enter a unique Driver Prompt ID (DID), tying the transaction to the employee and or asset. The driver must enter both the DID and the vehicle's odometer reading prior to receiving authorization for any transaction. The DID can be either four or six digits.

2.2.1.3

ExxonMobil Universal Response: When the card is swiped at the point of sale device, the driver will be prompted to enter a unique Driver Prompt ID (DID), tying the transaction to the employee and or asset. The driver must enter both the DID and the vehicle's odometer reading prior to receiving authorization for any transaction.

The DID, combined with the vehicle and account numbers, is queried against the ExxonMobil Universal database for verification and, if valid, the transaction is authorized

The ExxonMobil Universal card cannot be electronically activated without entering a valid DID, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.

Our system does not validate odometer entries at the time of purchase. The Bad Odometer Report is a specialized report that is available through ExxonMobil Universal. This report identifies where incorrect odometer readings may have been entered by drivers so that you can try to change that behavior. The report is available weekly or monthly via email.

ExxonMobil Universal can also provide an adjusted odometer reading based on a patent-pending algorithm that can provide the fleet an estimation of what the correct odometer entry should have been.



2.2.1.4

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement.

Tax Exemption, Recovery & Reporting Program

Federal Gasoline and Diesel Excise Tax-Exempt Program

ExxonMobil Universal will invoice you net of all Federal excise taxes on gasoline and diesel, at the transaction level, regardless of merchant participation if you are qualified as tax-exempt.

State Sales, County and Local Taxes at Participating Merchants

ExxonMobil Universal currently offers eligible tax-exempt entities a comprehensive tax exemption and reporting program for applicable motor fuel transactions based on merchant participation. The program supports the following levels of tax, including:

- State Primary (Excise Tax)
- State Secondary (Sales Tax)
- State Special
- County Primary (Excise Tax)
- County Secondary (Sales Tax)
- County Special
- City Primary (Excise Tax)
- City Secondary (Sales Tax)
- City Special

Your tax-exempt reporting through ExxonMobil Universal Online, WEXLink™ 2000 and the PAR (Purchase Activity Report) shows:

- Exempted Tax, at the transaction level
- Reported Tax, at the transaction level
- Summary of tax types by product for both exempted and reported transactions (available on the paper PAR only)

State Sales Tax and County Tax at Non-Participating Merchants

For fueling transactions with those fuel marketers who do not participate in the ExxonMobil Universal / Wright Express tax-exempt program, but for which the fleet is eligible to receive tax exemption, ExxonMobil Universal reports applicable taxes as “showtax.” “Showtax” transactions clearly list any transactions and tax amounts that ExxonMobil Universal does not exempt so the fleet can file for exemption directly. Many fleets use their WEXLink data file to aid in the recovery of taxes that could not be excluded through the tax-exempt program.

Your reporting shows:

- Exempted tax, by transaction
- Reported tax, by transaction
- Summary of tax types by product for both exempted and reported transactions

Tax Exemption for Non-Fuel Purchases

For non-fuel transactions, merchants may provide transactional data to ExxonMobil Universal net of tax on a fleet-by-fleet basis at their discretion. Your drivers must supply the merchant with proper documentation of their tax-exempt status at the point of sale. The merchant will then send the transaction to ExxonMobil Universal net of tax for billing.

Qualification

Any fleet participating in this contract will be required to complete a certification process affirming their qualification to receive the tax exemption based upon the rules and criteria set by the appropriate taxing jurisdiction.

Required Data

Tax Exemption processing requires that the merchant provide electronically to ExxonMobil Universal the following data points:

- Account Number
- Account Name
- Type of Fuel
- Gallons
- Price per gallon
- Total gross sale

Please note that not all transactions may have exemptions applied to them. ExxonMobil Universal is not able to exempt applicable fuel taxes on transactions that are provided with certain data elements that are missing and may be autocorrected. Taxing jurisdictions require documentation from the party providing the exemption of the type of fuel, gallons purchased and price per gallon. There are occasions where the merchant is unable to provide all the required documentation, therefore these transactions will not go through our tax processing.

However, if you provide us with a copy of the actual sales receipt we would be able to repost these transactions and apply the applicable exemptions.

2.2.1.5

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. We can provide up to nine levels of hierarchy to supporting the State's billing and reporting needs.

2.2.1.6

ExxonMobil Universal Response: ExxonMobil Universal meets the requirement. The Fleet Manager module of ExxonMobil Universal Online® provides User Provisioning and Roles & Permissions.

- User provisioning: ability to grant online access to new users as well as administer our efficient self-enrollment process



- Roles & Permissions: ability to create and assign custom roles that define a user's access to features and information within the website

2.2.1.7

ExxonMobil Universal Response: ExxonMobil Universal' dedicated Implementation Team will work closely with the State to ensure system set up meets specifications and that all users have had adequate training.

We can support the client-defined fields identified by the State. Our system's Financial Module supports additional fields that can be tied to an account, driver or vehicle to support reporting needs. This could include things such as GL codes, additional asset information, driver employee numbers, etc.

ExxonMobil Universal can support custom plastic for orders of 2,500 or more cards. We recommend two designs to differentiate equipment from road vehicles.

2.2.2 Reporting

2.2.2.1

ExxonMobil Universal Response: ExxonMobil Universal meets the requirement.

Exception Reporting

ExxonMobil Universal *Online* has a tool for reviewing transactions that are outside of the fleet's purchase policy. "My Flexible Exception Reporting" will allow users with permission to use the Reporting module at any level to create reports based upon the activity of a driver, a card or an asset. These reports can be global or private. Establishing a global report will push the exception to all ExxonMobil Universal *Online* users. The three primary categories of exceptions are transaction, timeframe, and location. The thresholds from which you can choose are:

- Dollar-based
- Fuel grade
- Gallons purchased
- MPG calculation
- Number of transactions by chosen timeframe or month
- Card inactivity
- States
- Days or hours transactions occur

These reports will generate each time a sale posts that meets the established limits. The user will be notified upon logging into ExxonMobil Universal *Online* that they have pending exceptions to review. Please see the following chart for a description of some exception reports that our larger customers have found useful.

Report	Purpose
Decline Reports	Provides review with reasons for declines by driver
Equipment Alert Report	Outlines all sales by equipment type that are outside of your business rules and expectations.
Crew Charge Report	Reports all transactions completed by crew vehicles.
Top 5 Gallon Report	Summation report of all regions showing all drivers purchasing over 1000 gallons and the top 5 purchasers for the month.
Card/Driver Adds	Identifies cards and prompts added during a month to ensure that all appropriate paperwork is received by the corporate office.
Account Review	Summarizes purchases and provides trending by different hierarchy levels.
Brand Summary	Provides monthly overview of total gallons and dollars by merchant.
MWOBE	Identifies purchases completed at minority or women owned businesses, fulfills requirements for some contracts held with Public Utilities
Default Pin Report	Identifies transactions completed with crew pins for the month. Used for misuse detection.
Card Profiles	Overview of all cards by Region and assigned authorization profile. Identifies those cards in Storm Profiles to reduce exposure to misuse.
Activation Reporting	Review last usage of cards or prompt data. Used for cleanup purposes
Sponsor Opportunity Report	Provides a view by sponsor of highest savings opportunity
Sponsor Benchmark Report	Corporate view of savings opportunity and benchmarking of sponsors based upon saving and overall sales.
Opportunity Report	Provides a regional view of savings opportunities by product and zip code

Authorization Activity Reporting

You can now view all card activity in ExxonMobil Universal *Online* -- approved and declined -- as it happens. That means you can view account activity as soon as a card is swiped, and see attempted transaction requests that were declined.

Listed will be the location where the card was swiped, if the transaction was allowed or declined, and if declined, the reason for the decline. Since the Authorization Activity is a real-time listing of activity, you can take action on the spot to remedy a declined transaction, if needed.



All activity for the past 14 days will be listed, and can be queried in three day increments. All approved transactions will still be listed as they post to your account in the regular *WEXOnline* transaction listings.

2.2.2.2

ExxonMobil Universal Response: ExxonMobil Universal offers both standard reports and custom reporting tools on ExxonMobil Universal Online. This includes the ability to run reports on demand or schedule reports. Reports can be downloaded into Excel or CSV.

2.2.2.3

ExxonMobil Universal Response: Wright Express will bill transactions to two decimal places, data that is captured from the merchant and the point of sale for gallons will be to three decimal places. This is following industry standards and the capability of the networks utilized by the merchants.

2.2.2.4

ExxonMobil Universal Response: In addition to the ability to search for accepting locations with ExxonMobil Universal Online®, ExxonMobil Universal has several tools available to help drive your employees to the lowest cost service providers. We provide both your fleet managers and drivers with the ability to search for accepting locations and fuel price information from their desktop. ExxonMobil Universal believes it is the only fleet services provider that can provide this kind of timely fuel price information, enabling your drivers to locate lower-priced fueling stations, saving you time and money.

Fuel Site Locator

Our Fuel Site Locator has satellite, standard and hybrid map views. Prices reflect the last transaction made with our real time authorizations messages. No prices older than seven days will be presented. The tool allows you to create a map of preferred stations along a route or in a particular area. Search criteria include address, city, state, zip code, brand and PPG, helping drivers purchase fuel at the lowest cost providers while minimizing diversion costs.

Mobile Fuel Site Locator

The Mobile Fuel Site Locator is an extension of our current Online Fuel Site Locator application. The mobile application allows users to enter into a web enabled mobile device (e.g. Blackberry, iPhone) their address location or zip code, as well as desired fuel type (Diesel and Unleaded grades) and search radius. The application returns a list accepting merchants with addresses, distance from current location, and date and time of the last price per gallon for that site. The application also provides mapping and turn by turn directions when the user clicks into a particular merchant. This application provides results utilizing authorization data from accepting merchants. ExxonMobil Universal utilizes real time data from 4.8 million fuel cards from 300,000 fuel customers to populate this data pool. No other fuel card provider has access to this volume or quality of data.

2.2.2.5

ExxonMobil Universal Response: ExxonMobil Universal will not charge set-up fees to the State.

2.2.3 Management/Administration

2.2.3.1

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. ExxonMobil Universal believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize ExxonMobil Universal Services. A ExxonMobil Universal *Online* user guide will be provided, as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations.

For the formalized training, this can be conducted in three distinct ways. ExxonMobil Universal utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. ExxonMobil Universal can also do in person training sessions at Manager Meetings or other venues where you a group has been brought together. The government account manager will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions.

The Strategic Implementation Manager would remain on board until the program is stabilized. The Regional Account Manager and Premium Fleet Services Account Manager would be involved in both the transition and implementation and remain with the program throughout the length of the contract.

2.2.3.2

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement.

2.2.3.3

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. The Fleet Manager module of ExxonMobil Universal Online offers the following account maintenance functions:

- Add, change status and delete cards, vehicles, and drivers in real time
- Assign card to driver, vehicle or location
- Group cards into authorization profiles to enforce your purchasing policies



- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (these are added during the implementation phase)

Through permission setting, certain users can be denied access to PIN information.

2.2.3.4

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement.

2.3 Delivery

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. ExxonMobil Universal has its own card production facility, allowing us to mail out new or replacement cards the day the order is placed if that order is received by 3:30 p.m. Eastern.

2.4 Payment and Invoicing

2.4.1

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement.

2.5 Uninterrupted Fuel Service

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. Temporary cards can be held at each location and can be put in a suspended state in our system. When needed, a designated West Virginia user can activate the cards in real time using WEXOnline.

2.6 Reporting

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. The **Account Review** document is shared at your account review meeting with Relationship Manager and consists of 16 pages of data. The report is also available for retrieval on ExxonMobil Universal Online each month. The data is a rolling 13-month review of data consisting of the following reports: Portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). If additional reporting is required, ExxonMobil Universal will work with the fleet to build reporting documents that provide actionable data to manage their fuel program.

2.10 Support

ExxonMobil Universal Response: ExxonMobil Universal meets this requirement. Your Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 800-950-6157 between the hours of 8 a.m. and 5 p.m. Eastern time.



The ExxonMobil Universal Customer Service Department, located at Wright Express headquarters in South Portland, Maine, is available 24 hours a day, 7 days a week, and is staffed with over 100 service representatives and supervisors. The Customer Service Department is always available to handle questions about the ExxonMobil Universal card from fleet managers or drivers, and to help station attendant's process transactions.

The toll-free number is prominently displayed on the back of the ExxonMobil Universal card and in the charge card manual at all stations.

In addition to assisting fleet managers and drivers with their questions regarding the ExxonMobil Universal Card, Customer Service Representatives are also trained to handle questions regarding account billing and reporting.