



Intevacon Cardholder Agreement

This Agreement is made and entered into by and between Intevacon Fleet Card Solutions, LLC ("Intevacon") and the Customer named in application, relating to the establishment of an account with Intevacon pursuant to the terms and conditions set forth herein.

Purpose of Account and Card Use. Intevacon will establish Customer with an account and provide Customer with fuel card(s) so Customer and those persons to whom Customer provides a fuel card ("Card User") may purchase fuel and other merchandise as available at participating Intevacon network merchant locations. All fuel cards issued to Customer shall remain the property of Intevacon and may be cancelled, revoked, or restricted from use at any time. Customer represents and agrees that the Account and fuel card(s) are for valid and lawful business purposes. All fuel card(s) are secured by Personal Identification Numbers (PIN) for fraud protection. Maintaining the secrecy of PIN information protects Customers from abuse and fraudulent use of fuel card(s). Customer shall be responsible for all fuel card initiated charges to the Account, whether or not authorized. The use of any fuel card by Customer constitutes the acceptance of the terms and conditions set forth herein. Intevacon reserves the right to change the terms and conditions set forth in this agreement by giving Customer thirty (30) days notice. Customer's continued use of the cards after said thirty (30) day notice period constitutes acceptance of the changes.

Billing and Reporting. The Intevacon Fleet Card System is a web based real time online system. Our Cardholder Access capability enables Customer with online access to view purchases, review historical data, assign fuel cards to vehicles and/or drivers, change PINs, and suspend cards if necessary. Transactions and reports are exportable from Cardholder Access for external processing. Intevacon billing is performed weekly. All invoices are emailed to the specified billing recipient(s) email address. All payments are received by ACH. A draft for the invoice amount will be submitted to Customer bank account on the next business day after the invoice date.

Credit Limit. Intevacon will advise Customer of its available credit limit upon acceptance of this Cardholder Agreement application. Intevacon may request additional credit information before approving higher credit limits.

Credit Information. Customer authorizes Intevacon to make any credit investigations Intevacon deems necessary or appropriate and to request reports from credit bureaus in connection with this Agreement or any additional information, renewal, or extension of credit. Intevacon may furnish information with respect to Customer's Account, including past due payment information, to credit bureaus or others who may properly receive such information. Customer



represents that both Customer and Card Users are not prohibited from doing business with Intevacon based on any law, regulation, or government agency ruling.

Disputed Item. Customer must notify Intevacon in writing of any disputed items on Customer's invoice within sixty (60) days from the invoice date, or it will be deemed undisputed and accepted by Customer. Intevacon is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay Intevacon and settle the dispute directly with the merchant. Intevacon is not responsible if any merchant refuses or is unable to honor the Intevacon fuel card(s).

Termination, Default and Remedies. Either party may terminate this agreement upon thirty (30) days notice. In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the credit limit and payment terms provisions, Customer's bankruptcy or insolvency, or any other event that causes Intevacon, in its sole discretion, to feel insecure, Intevacon shall have the right to immediately suspend the Account until such issue is resolved. In the event any such breach, default, or other issue is not cured or resolved within a reasonable period of time, not to exceed ten (10) days, then Intevacon may terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination and remain outstanding until paid. The acceptance of any past due amount by Intevacon does not alter Customer obligation to pay the full amount due or alter the terms and conditions of this agreement. The failure of Intevacon to strictly enforce any provision of this agreement is not a waiver of Intevacon's right to enforce the provision or any other provision of the Agreement. A determination that any provision of the agreement is not valid shall not affect the validity of any other provision.

Limitations of Liability. Intevacon shall not be liable to Customer for any loss of damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, delay caused by any natural disaster, pandemic, act of God, or any other delay caused by factors not within the reasonable control of Intevacon. Customer agrees to indemnify and hold harmless Intevacon from any liability resulting from the conduct of Customer or Card Users. IN NO EVENT SHALL INTEVACON BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER INTEVACON WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. INTEVACON MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Agreement shall be governed by the laws of the State of Georgia without regard to the choice of law rules of any state. Any dispute involving this Agreement must be resolved in a state court in Forsyth County, Georgia or the Federal Court that includes Forsyth County, Georgia. This Agreement together with changes that may be in effect from time to time,



constitutes the entire agreement of the parties relating to this subject matter. This Agreement is for the benefit of Intevacon, its successors and assigns, and may be assigned by Intevacon without the consent of Customer. Customer may not transfer or assign this Agreement without the prior written consent of Intevacon.

By signing below, the Applicant hereby agrees to the terms and conditions stated on this application. The Applicant also affirms that all information stated in this application and any future information, if requested by Intevacon as related to this application, to be true and correct to the best of his or her knowledge. The person signing below represents that he/she is authorized to act on behalf of the Applicant.

Signature