



TCH FLEET FUEL CARD CREDIT APPLICATION FORM

The Fuel Card for Flexible Control over Driver Expenses

- Flexible purchase controls

Company Information

Legal Business Name of Company Applying for Credit _____

- Online account access

Customer Mailing Address _____ City _____ State _____ Zip Code (9 digits if known) _____

Physical Street Address, if different from above _____ City _____ State _____ Zip Code (9 digits if known) _____

- Customized reports

Primary Contact Person _____ Telephone Number _____ Fax Number _____

- Cash price on fuel

Email Address _____ Cell Phone Number _____

Indicate Organization Type: Proprietorship Partnership Owner/Operator LLC Corporation Other _____

- ATM Access for Cash Advances

How long in business? _____ Federal Tax ID No. _____ Dun & Bradstreet No. _____ Dun & Bradstreet Rating _____

If a subsidiary, please list parent corporation _____ City _____ State _____

- PDCA Member Benefits

Company Representatives (officers, partners, principals, or proprietors)

| Representative Name | Title | Telephone Number | Social Security Number | Date of Birth, State/Province |
|---------------------|-------|------------------|------------------------|-------------------------------|
| _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ |

| Representative Name | Title | Telephone Number | Social Security Number | Date of Birth, State/Province |
|---------------------|-------|------------------|------------------------|-------------------------------|
| _____ | _____ | _____ | _____ | _____ |

Credit Information

- Submit financial statements. Financial statements are necessary for companies who require a credit line of more than \$5,000.
- Complete and return the Personal Guarantee Agreement.
- In the absence of sufficient information for credit approval, will an officer of this company provide a letter of credit or other form of security? Yes No
- Estimated monthly fuel purchases from all suppliers: \$ _____ US Dollars Canadian Dollars

Bank and Trade References

| Bank Reference | Current Fuel Card Supplier | Other Supplier Name |
|------------------------|----------------------------|------------------------|
| _____ | _____ | _____ |
| Account Number _____ | Account Number _____ | Account Number _____ |
| Contact _____ | Contact _____ | Contact _____ |
| Telephone Number _____ | Telephone Number _____ | Telephone Number _____ |

Payment Method

Security Deposit

Security deposit must be amount of credit line needed.
Deposit amount: \$ _____

EFT* Wire Check
 Daily Daily Twice Weekly
 Twice Weekly Twice Weekly Weekly
 Weekly Weekly

*EFT is an Automatic Withdrawal and requires completion of the EFT Form

Draw Down

Debit account. Prepay in advance.

Bank Wire Bank ACH Credit
 Western Union TAB Book Transfer

Initial deposit required to establish account

Open Line of Credit

Line of credit is subject to credit approval.
Credit line requested: \$ _____

EFT* Wire Check
 Daily Daily Twice Weekly
 Twice Weekly Twice Weekly Weekly
 Weekly Weekly

*EFT is an Automatic Withdrawal and requires completion of the EFT Form

Account Setup

Number of TCH Fuel Cards Desired: _____ Total Number of Company Vehicles: _____ Total Number of Owner/Operator Vehicles: _____

Quantity of TCH Checks Desired (25 checks per book): _____ books (US Dollars only) Quantity of TCH Money Codes: _____ (US Dollars only)

Applicant hereby requests and authorizes all references to release credit information to TCH, and authorizes a credit report for any corporation, corporate officer, partner, or owner to be issued to TCH. By signing, applicant authorizes TCH to process or otherwise manage credit transaction information in any matter deemed appropriate by TCH. Applicant hereby agrees to be bound by all terms, conditions, and agreements governing credit application and Credit Agreement, as amended from time to time. Applicant understands that applicant may be required to furnish TCH a personal guarantee, a letter of credit, or other security in an amount designated by TCH to secure applicant's line of credit with TCH.

Signature of Authorized Signer _____ Title _____ Print Name _____ Date _____

TCH Fleet Fuel Card Credit Agreement

Applicant hereby applies to TCH LLC ["TCH"] for credit privileges as designated in this application/Credit Agreement ["Agreement"]. Applicant hereby further applies to TCH for TCH card privileges and TCH information reporting services and any and all other products and services made available by TCH ["TCH Services"]. Applicant represents and warrants to TCH that all information provided by Applicant in this application is true and accurate in every respect. Applicant understands that TCH will rely on statements made in this application as an inducement to TCH to issue credit to Applicant and enter into this Agreement. Failure on Applicant's part to disclose complete and accurate information may, at the sole option of TCH, result in rescission of this Agreement. **APPLICANT UNDERSTANDS THAT ANY MATERIAL MISREPRESENTATION OR OMISSION WILL VOID THIS AGREEMENT.**

Applicant hereby authorizes TCH to investigate and verify all information herein provided by Applicant, and Applicant hereby authorizes and directs each and every reference, bank, lending institution, credit company, or other person named by Applicant ["Reference"] to provide to TCH any and all information requested by TCH relating to Applicant's business and credit relationship with the Reference. Applicant hereby agrees to hold harmless TCH and Reference from any claim or damage arising from TCH's use of any information obtained from this application or from a Reference. **IN THE EVENT THAT TCH ACCEPTS APPLICANT'S APPLICATION FOR ANY SERVICE OR CREDIT PROVIDED FOR HEREIN OR OTHERWISE EXTENDS TO APPLICANT ANY PRIVILEGE, CREDIT, OR SERVICE REQUESTED HEREIN, APPLICANT SHALL AND DOES AGREE THAT IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, APPLICANT WILL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AGREEMENTS, AND PROVISIONS SET FORTH BELOW:**

1. Fees and Payments: Subject to the terms and conditions provided herein and according to the credit terms approved by TCH, Applicant hereby agrees to remain responsible for paying all charges, including without limitation, the gross sales price of all goods and services purchased using TCH Services, data usage, telecommunications services, any and all taxes, surcharges, fees, assessments or customer service assistance fees, or any other charge reasonably determined by TCH to be imposed on Applicant. Applicant acknowledges the receipt of the TCH Carrier Fee Schedule ["Fee Schedule"] which is incorporated herein by reference and agrees that charges and fees assessed to Applicant by TCH may be determined using the Fee Schedule, as amended from time to time. Time is of the essence for payment. Applicant further agrees that interest shall accrue on any delinquent credit balance from the date due at the highest rate permitted by law or 18 percent per annum, whichever amount shall be less.

2. Collection and Attorneys Fees: In the event TCH consults or engages an attorney or collection agency to collect any delinquent balance, as determined by TCH, Applicant agrees to pay all fees so expended, to the extent they are reasonable, together with all costs and expenses of collection and litigation. For purposes of this Agreement, "costs and expenses of collection and litigation" may include, without limitation, collection fees in the amount of one-third of the outstanding bill, which may be added by the collection agency at the time of referral of the account should TCH choose to refer the account to a collection agency.

3. Termination: TCH reserves the sole right and privilege to terminate this Agreement, to revoke or suspend Applicant's charge privileges, to interrupt or terminate Applicant's TCH Services at any time without notice and/or to amend this Agreement and/or any schedule hereto at any time, without Applicant's consent. Subject to the terms and conditions set forth in this Agreement, Applicant may terminate this Agreement at any time by notifying TCH of Applicant's intent to terminate this Agreement. Termination of this Agreement or revocation or suspension of Applicant's TCH Services shall not affect Applicant's obligation incurred hereby to pay for purchases made by Applicant, its agents or employees using TCH Services either before or after notice of termination, revocation, or suspension.

4. Amendments: Amendments to this Agreement and/or the TCH Carrier Fee Schedule shall be effective immediately upon the earlier of: (i) the date notice of the proposed amendment is mailed to Applicant at the address provided in the attached Application, or (ii) when posted on the TCH homepage as found on the World Wide Web at www.tch.com.

5. Limitation of Liability: At no time shall TCH be liable to Applicant for any damages sustained by Applicant due to delay or failure in processing a transaction or Card management request, or failure resulting from transmission or equipment failure, revocation, suspension, interruption, or termination of Applicant's TCH Services. **IN NO EVENT SHALL TCH BE RESPONSIBLE FOR CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND, NOR ANY LOST PROFITS, REGARDLESS OF WHETHER OR NOT TCH WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. TCH MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

6. Confidentiality: TCH and Applicant agree and covenant to each other that they shall not, during the performance of this Agreement or at any other time after the termination or expiration hereof, use or disclose to any third party other than during the proper performance of their duties hereunder, any of the procedures, practices, confidential dealings, or other confidential information concerning the business, finances, transactions, customer lists, or affairs of the other party hereto, including any written documentation thereof. Further, neither party shall disclose the terms of this Agreement to any other person or entity without the prior written consent of the other party hereto. This paragraph shall not apply to information that is (1) already in the public domain, (2) used to provide credit references, (3) known or obtained by the other party not claiming confidentiality from some source other than the party claiming confidentiality, (4) used in any dispute resolution forum between the parties hereto, including any and all investigation or collection efforts, or (5) required to be disclosed by law or judicial mandate.

7. Equipment: Applicant agrees that any Equipment issued or loaned to Applicant by TCH including but not limited to, Motherboards, CPUs, Modems, Hard Drives, Removable Drives, CD-ROM/DVD Drives, Sound Cards, Ethernet Cards, Graphics/Video Cards, Monitors, Keyboards, Mice, Routers, CSU/DSUs, Switches and any other device used in conjunction with a computer network connectivity, and/or data transmission systems will remain the sole property of TCH, and Applicant is liable for any and all hardware damages and/or loss of software related to the above listed Equipment, including without limitation, damages incurred during shipment to TCH at the end of the loan period. Applicant agrees that it will not alter the Equipment or programs installed thereon in any way without the prior written consent of TCH and will assume all liability for any illegal acts performed using the Equipment by any employee or agent of Applicant or any other third party during the duration of the loan. Applicant further agrees to be responsible for the setup of said Equipment and agrees to be liable for any damages occurred due to improper setup or use of the Equipment, including without limitation, any damages caused due power surges and/or the failure to use a power surge protector. **TCH MAKES NO WARRANTY OR REPRESENTATION RELATING TO THE EQUIPMENT, SOFTWARE, OR DOCUMENTATION. FURTHERMORE, TCH DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE EQUIPMENT OR ANY OF THE PROGRAMS INSTALLED THEREON. THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY TCH OR ANY THIRD PARTY, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE EQUIPMENT IS WITH APPLICANT AND APPLICANT'S COMPANY, IF APPLICABLE. SHOULD THE EQUIPMENT OR ANY PROGRAM THEREON PROVE DEFECTIVE, APPLICANT (AND NOT TCH OR ITS DEALERS, DISTRIBUTORS, OR SUPPLIERS OF THIRD PARTY SOFTWARE) SHALL ASSUME THE ENTIRE COST FOR ALL NECESSARY REPAIR OR CORRECTION. THE LIMITATION OF LIABILITIES DESCRIBED IN THIS SECTION ALSO APPLIES TO ANY THIRD PARTY SUPPLIER OF MATERIAL OR PROGRAMS.**

8. Authorized Use: Applicant shall not make or allow its agents or employees to make purchases using TCH Services in excess of the limitations approved by TCH. Nothing contained in this paragraph or elsewhere in this Agreement shall be construed so as to relieve Applicant of any obligation to pay for goods, services, or fees charged on Applicant's TCH account.

9. Card Management: In the event that TCH approves Applicant's application, Applicant accepts responsibility for the management of Applicant's use and receipt of any and all TCH Services. Such management shall include without limitation, activating TCH Services, inactivating TCH Services, setting any and all credit limits (subject to credit approval) and monitoring the use of any and all TCH Services. Subject to the terms and conditions set forth in this Agreement, Applicant understands and agrees that it is Applicant's responsibility to verify that Applicant's efforts to manage TCH Services are properly communicated to TCH. Applicant agrees that any individual able to provide TCH with an Applicant's Carrier Id and Password and/or any other Password assigned to or used by Applicant, is authorized by Applicant to receive information about and make changes to Applicant's TCH Services. Applicant further agrees that in the event TCH authorizes and pays an amount requested by an individual authorized to use Applicant's TCH Services that is different from the amount available on the particular TCH product, Applicant shall make payment for the amount authorized by TCH (notwithstanding any credit limit restrictions) and nothing contained in this paragraph or elsewhere in this Agreement shall be construed so as to relieve Applicant of any obligation to pay for goods or services charged using Applicant's TCH Services.

10. Debit Charges: In accordance with the terms of credit approved by TCH pursuant to the attached application, as amended from time to time, TCH, its agents, successors, and/or assigns shall debit draft Applicant's bank account at any time during the approved calendar interval for any and all outstanding charges. TCH, its agents, successors, and/or assigns shall have the option to choose the dates and times during the approved interval to debit draft Applicant's account. Failure of Applicant's bank to honor any debit draft of TCH presented in accordance with this Agreement shall constitute a material breach of this Agreement, and TCH may immediately terminate this Agreement and pursue any and all remedies available to it by law, equity, statute, or otherwise. Applicant shall pay TCH a returned debit draft service fee equal to the lesser of: (1) ten percent (10%) of the face amount of each debit draft or check returned unpaid or (2) the greatest amount lawfully permitted to be charged on debit drafts returned unpaid. In the event that TCH shall fail to debit draft Applicant's account during

an approved interval, TCH shall have the right to debit draft Applicant's account at any time thereafter for charges incurred during or previous to the interval wherein no debit draft was made. Failure of Applicant to pay within the terms approved shall constitute a material breach of this Agreement, and TCH may immediately terminate this Agreement and pursue any and all remedies available to it by law, equity, statute, or otherwise.

11. Right to Payment: TCH's delay or failure to proceed with collection efforts shall not be construed as a waiver of TCH's right to do so, nor shall said failure or delay constitute a waiver of TCH's right to demand strict compliance with the terms of this Agreement with respect to payment of the delinquent account or amounts due on future extensions of credit.

12. Security: Applicant hereby understands and agrees that to secure the payment and performance in full of all of the terms and conditions contained herein, Applicant hereby grants to TCH a continuing security interest in all of the following present and future assets of Applicant, together with all collateral now or hereafter described in any form UCC-1 filed against Applicant naming TCH as the secured party:

All Accounts and interests in goods represented by accounts; contract rights; commercial paper; chattel paper; general intangibles, including without limitation, tax and duty refunds, registered and unregistered patents, trademarks, service marks, copyrights, trade names and applications for the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, and any and all existing and future leasehold interests in documents; instruments; letters of credit; and any and all deposit accounts. Furthermore Applicant authorizes TCH to execute for and in behalf of Applicant any security agreements, financing statements and/or security instruments in order to attach and perfect a security interest in the above described collateral.

13. Dispute Procedure: Subject to the terms and conditions set forth in this Agreement, if Applicant disputes a statement amount, Applicant shall notify TCH of the dispute within 48 hours of receipt of the statement. Failure of Applicant to notify TCH within such 48-hour period shall constitute Applicant's conclusive acceptance of the amount of the statement. In the event Applicant gives TCH timely notice of a dispute with respect to a statement amount, TCH shall reduce the amount of the following debit draft by the disputed amount. If the parties mutually resolve the disputed amount within the ten (10)-day period following Applicant's notice to TCH of the dispute, Applicant shall pay TCH the agreed amount, together with interest thereon as provided herein for delinquent sums, or TCH may add the agreed amount to the amount of the next scheduled statement following the resolution of the dispute.

13.1 If after ten (10) days the parties cannot resolve the dispute, the parties may request in writing that the matter be submitted to arbitration. Said arbitration shall take place in Salt Lake City, Utah, and governed by the then-current rules of the American Arbitration Association. This Agreement shall be interpreted, construed and governed in accordance with the laws of the State of Utah, U.S.A., without reference to conflict of laws principles. All disputes arising from or relating to this Agreement shall be within the exclusive jurisdiction of the state and/or federal courts located within the State of Utah and the parties hereby consent to such exclusive jurisdiction and waive objections to venue therein; provided, however, that to the extent necessary in order to obtain an order or an injunction outside of the United States, the parties hereby consent to jurisdiction for such a proceeding of appropriate courts or other tribunals located outside of the United States. To the extent that a state and/or federal court located within the State of Utah refuses to exercise jurisdiction hereunder, the parties agree that jurisdiction shall be proper in any court in which jurisdiction may be obtained notwithstanding this paragraph.

13.2 Prior to arbitration, the parties shall stipulate on a specific list of issues to be submitted for the arbitrator's decision. The arbitrator's ruling shall be limited to the issues submitted. Should a further dispute arise regarding either the interpretation or the enforcement of the arbitrator's ruling, the parties' remedy shall be to re-submit the matter to the same arbitrator. Following arbitration, the prevailing party shall be entitled to recover its reasonable costs of arbitration. The arbitrator in his or her discretion may also award the prevailing party reasonable attorney's fees. Should either party be dissatisfied with the arbitrator's award, that party has the right to request judicial review of the award. Judicial review shall take place on a de novo basis without a jury. The prevailing party at the trial de novo will be entitled to recover costs and attorney's fees. In the event that the arbitrator orders the Applicant to pay money to TCH, the Applicant shall pay interest upon such sums at the interest rate provided in this Agreement from the date the money was first due to TCH. Applicant shall pay all sums not disputed in strict accordance with this Agreement.

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

15. Customer Identification: TCH complies with Section 326 of the USA PATRIOT Act. This law mandates that TCH verify certain information about Applicant while processing Applicant's account application.

16. Entire Agreement: This Agreement represents a fully integrated expression of the parties' intentions and constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and shall supersede and replace all prior negotiations, representations, warranties, and agreements whether written or oral between Applicant and TCH only. The parties hereto expressly acknowledge that there are no other promises or representations, either written or oral, that shall be binding on either party unless expressed herein or in another integrated contract between the parties.

17. Counterparts and Signature: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together, shall constitute one and the same instrument. The signature page may be detached therefrom without impairing the legal effect of the signature(s) thereon or other terms of this Agreement, provided that such signature page is subsequently attached to any other counterpart identical thereto except having additional signature pages executed by other parties to, or guarantors of, this Agreement. Notwithstanding any request or requirement for submission of original signatures, facsimile signatures shall for all purposes have the same effect and validity as an original signature.

18. Notices and Communications: Subject to the terms and conditions provided herein, notices and communications given pursuant to this Agreement shall be in writing and shall be deemed given when received by the parties as follows: (1) by facsimile to TCH at (801) 624-4661 or to Applicant at the number provided in the attached application or such other number as each party may provide to the other, in which case, delivery will be deemed on the day transmitted; (2) by personal delivery to Applicant at the address designated in the TCH Credit Application or to TCH at 4185 Harrison Blvd., Suite 202, Ogden, UT 84403, in which case, delivery shall be deemed on the day delivered; (3) by sending the notice by certified United States mail postage prepaid to Applicant at the address designated in the TCH Credit Application or to TCH at 4185 Harrison Blvd., Suite 202, Ogden, UT 84403, in which case, delivery shall be deemed on the fourth day following deposit in the mail; (4) by Federal Express, DHL, Airborne, Express mail, United Postal Service or other similar overnight carrier where next-day delivery is received to Applicant at the address designated in the TCH Credit Application or to TCH at 4185 Harrison Blvd., Suite 202, Ogden, UT 84403, in which case, delivery shall be deemed on the day following the date of delivery to the courier, unless the date of delivery falls on a legal holiday or Friday, at which delivery shall be deemed on the next business day. Applicant may change the address for delivery of notice by giving written notice to TCH as required herein. TCH reserves the right to modify the terms of this Agreement, change the address for delivery, including its facsimile number, by posting such changes on the TCH homepage as found on the World Wide Web at www.tch.com and such updates, changes or amendments are effective immediately upon posting without any further notice necessary to Applicant. Applicant agrees to ensure the proper TCH notice address by viewing the TCH homepage at www.tch.com.

19. Assignment: Applicant may not assign any right or interest herein to any other party without first obtaining the written consent of TCH, which consent may be withheld at TCH's sole discretion. TCH reserves all rights of assignability of this Agreement, whether through TCH's successors or assigns. TCH's successor or assignee shall retain all rights held by TCH at the time of assignment or transfer of interest, such rights including any which may have come into existence during the transfer of such interest or immediately thereafter.

20. Waiver: No waiver of any breach of this Agreement shall be construed as a waiver of any subsequent or other breach of the same provision or any other provision of this Agreement.

21. Severability: In the event that any provision in this Agreement shall be construed by a court of competent jurisdiction to be unlawful or unenforceable and if the offending provision can be reformed to effect the clear intention of the parties as expressed herein, then, the offending provision shall be so reformed, and the remainder of this Agreement shall remain in full force and effect as written. If the offending provision cannot be reformed to effect the clear intention of the parties hereto, then, this Agreement shall be deemed to be reformed to exist as now written but without the offending provision.

22. Third-Party Representations: Nothing in this Agreement encompasses any representations made between any parties hereto and any third party to this Agreement.

