

# LIST OF LOCATIONS

# To be incorporated into the TCH Merchant Agreement

Ownership Change    Location ID

<b>Location Name</b>		
Interstate, Highway and/or Exit Location		
City	State	Zip
Mailing Address		
City	State	Zip
Telephone	Fax	
Contact Name		
Amenities Key: x=on site...n=nearby		

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Amenities Key: x=on site...n=nearby		

<b>PARKING</b>	<b>DRIVER SERVICES</b>	<b>TRUCK SERVICES</b>
<input type="checkbox"/> Paved	<input type="checkbox"/> Lounge	<input type="checkbox"/> Laundry
<input type="checkbox"/> Overnight	<input type="checkbox"/> Restaurant	<input type="checkbox"/> ATM
<input type="checkbox"/> Lighted	<input type="checkbox"/> Deli	<input type="checkbox"/> Scales
<input type="checkbox"/> 24 Hours	<input type="checkbox"/> C-Store	<input type="checkbox"/> Lube/Oil
<input type="checkbox"/> Showers	<input type="checkbox"/> Motel	<input type="checkbox"/> Repairs
<input type="checkbox"/> Wash	<input type="checkbox"/> DSL 2	<input type="checkbox"/> Unleaded
	<input type="checkbox"/> Red Dye	<input type="checkbox"/> Propane

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<input type="checkbox"/> Paved	<input type="checkbox"/> Lounge	<input type="checkbox"/> Laundry
<input type="checkbox"/> Overnight	<input type="checkbox"/> Restaurant	<input type="checkbox"/> ATM
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**TCH MERCHANT AGREEMENT**

THIS TCH MERCHANT AGREEMENT (hereinafter this "Agreement" ) is made between TCH LLC, a Utah Limited Liability Company, whose delivery and mailing address can be found on its corporate homepage under the "Company Information" section (described below) on the World Wide Web at www.tch.com, (hereinafter "TCH") and the retail merchant whose name and address are set forth as items one and two, respectively, on Schedule I attached to this Agreement (hereinafter "Merchant").

**RECITALS:**

- A. Merchant and its affiliates operate one or more motor fuel facilities at various locations throughout portions of the United States and/or Canada, both for themselves and others.
  
- B. Persons purchasing motor fuels or other products and services from Merchant's retail facilities (hereinafter individually referred to as "Customer" and collectively as "Customers") may do so based upon credit arrangements previously made between the Customer and one or more credit issuers (hereinafter individually referred to as "Issuer" and collectively as "Issuers") with the knowledge and consent of TCH. The Customer determines the identity of the Issuer who will issue credit for purchases made on TCH forms of identification. Each such purchase shall be subject to the credit terms and limitations agreed between the Customer and the Issuer issuing credit for the purchases.
  
- C. TCH is in the business of providing a program whereby Customers may purchase motor fuels and other goods and services from approved retail facilities using TCH's form of identification. TCH then provides transaction information to credit Issuers and to the Customers. If the Merchant is the Issuer of credit for the transaction, Merchant accepts responsibility for the collection of the product or service purchase amount from the Customer for the purchases made on TCH's form of identification. If a third party is the Issuer of credit on the transaction, TCH pays Merchant in accordance with the terms of this Agreement, the third party Issuer reimburses TCH and the third party Issuer is responsible for collection of the purchase amount from the Customer.
  
- D. TCH desires to engage the Merchant to accept TCH's form of identification from Customers who purchase goods or services from retail facilities that Merchant or its affiliates operate.
  
- E. TCH contracts with numerous merchants in providing the services described in this Agreement. Due to the volume of merchants, TCH provides notifications of modifications in transaction processing procedures and any other information related to the operational aspects of this Agreement on the TCH Homepage on the world wide web at www.tch.com under a section entitled "Company Information" (herein referred to as "Company Information").
  
- F. TCH AND MERCHANT ARE THE ONLY PARTIES TO THIS CONTRACT. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES TO THIS CONTRACT.

**AGREEMENT:**

In consideration of the premises and the mutual covenants and obligations contained herein and for good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties hereby agree by and between themselves as follows:

**Initial** \_\_\_\_\_

**Date** \_\_\_\_\_

1. OBLIGATIONS OF MERCHANT:

(a) Subject to the terms and conditions hereinafter provided, Merchant and/or its affiliates shall accept TCH's form of identification in payment of goods and/or services sold from the retail facilities listed (hereinafter individually referred to as "Merchant Facility" and collectively as "Merchant Facilities") and as may be amended from time to time.

(b) Merchant shall charge persons desiring to purchase goods or services using a TCH form of identification the price agreed to between Merchant and the Customer for the applicable product or service, or if no agreement exists between the Merchant and Customer, then Merchant shall charge the Customer the lowest retail cash price then charged to the applicable class of trade by Merchant at the applicable facility for the goods or services purchased.

(c) Subject to the terms and conditions hereinafter provided, Merchant shall deliver cash (hereinafter "Cash Advance") in such amount as the Customer shall request or TCH shall authorize, whichever amount is less, to persons bearing TCH's form of identification; provided, however, that any pre-existing policy of limits of Cash Advance amounts available to customers by Merchant shall remain in effect.

(d) In processing sales and/or Cash Advances to Customers, Merchant shall follow the procedures specified in the "TCH Authorization Procedures Manual", as found in Company Information, and incorporated herein by this reference, and such other instructions and procedures as TCH shall provide to Merchant from time to time (hereinafter "Authorization Procedures"). Non-fraudulent Cash Advances and purchases that are authorized by TCH in accordance with the Authorization Procedures shall hereinafter be referred to as "Authorized Transactions". Merchant shall not process through TCH any transaction that TCH does not authorize. Merchant may refuse to accept any Authorized Transaction or revoke its prior acceptance thereof in any one or more of the following circumstances:

(i) The transaction was not made in compliance with all terms and conditions of this Agreement, as well as all applicable laws, rules or regulations; or

(ii) Customer disputes his or her liability to Merchant, TCH or other issuer for any reason, including, but not limited to, those chargeback rights enumerated by law, this Agreement or any other agreement in effect from time to time; or

(iii) The transaction was not a bona fide transaction directly between Merchant and Customer. Merchant shall not accept any transaction on behalf of any other person or persons, or any other business.

If such refusal or revocation occurs, Merchant shall, in addition to any penalties and fees, immediately repay TCH the full amount credited by TCH to Merchant's account on the basis of such sales draft.

(e) Merchant shall keep a record of each sale and each Cash Advance made from a Merchant Facility for a minimum period of six (6) months. Merchant shall provide to TCH, at no cost to TCH, a copy of each transaction document requested by TCH within twenty-four (24) hours from the date of document request.

(f) Merchant shall display TCH's signs, emblems, decals and/or insignias notifying Customers that the applicable Merchant Facility will accept TCH's form of identification in payment of goods and services. Merchant shall post TCH signs, emblems, decals and/or insignias in such places as shall conform to Merchant's standards and policies. Merchant shall remove all TCH signs, emblems, decals and/or insignias from Merchant's facilities immediately upon termination of this Agreement.

(g) Merchant shall immediately upon the execution of this agreement provide to TCH the names, street addresses and phone numbers of all Merchant Facilities that are subject to this Agreement together with such other information needed for inclusion in TCH's directories.

Initial \_\_\_\_\_

Date \_\_\_\_\_

(h) Merchant shall not knowingly assist or facilitate any person in any effort to defraud TCH.

(i) Upon termination of this Agreement, Merchant shall discontinue use of all software, equipment or other materials provided to Merchant by TCH, as described in the supplemental agreement entitled "TCH Equipment Agreement" as amended and then in effect. Merchant shall return all such software, equipment, or other materials to TCH at Merchant's sole expense, or Merchant shall pay TCH the replacement cost of such software, equipment or other materials. Payment by Merchant to TCH of the replacement cost of such software, equipment or other items shall not entitle Merchant to continue use of such unless otherwise provided herein. TCH shall have the right to withhold any sums TCH owes to Merchant until Merchant has fully complied with this paragraph(i), however, this does not effect any remedy available to TCH by law in recovering said equipment.

**(j) Merchant shall not request, direct or encourage any person purchasing goods or services from Merchant's facilities utilizing a TCH form of identification to purchase the goods or services through a credit vehicle other than TCH, unless such credit vehicle is one in which Merchant holds a direct ownership interest therein. Merchant agrees to actively promote TCH credit services, except where prohibited from doing so by prior agreement with a third party.**

(k) Merchant shall not charge Customer a service charge on any sale or Cash Advance made using a TCH form of identification. The term "service charge" includes any fees or additional amounts of money or other consideration that a cash purchasing customer would not be required to pay in the course of an ordinary sale.

(l) Merchant may not assign, encumber or otherwise transfer any right or interest in this Agreement to any other party without first obtaining the prior written consent of TCH.

(m) Merchant shall follow the transaction dispute process described in the "TCH Authorization Procedures Manual" in Company Information, and as amended from time to time, to resolve any disputes regarding Authorized Transactions.

(n) Merchant agrees to reimburse, indemnify, defend, and hold harmless TCH for, from, and against the following: (1) payments TCH makes to Merchant in error including but not limited to payments on fraudulent transactions, payments on unauthorized transactions and mistake payments, (2) claims, suits, or other proceedings of third parties arising from the act or omission of Merchant, its employees, contractors, and agents in connection with the operation of Merchant's business and that are not a direct result of the negligent or intentional misconduct of TCH, (3) Merchant's breach of any provision in this Agreement. (4) any return of goods, price adjustments or other dispute with or claim by a Customer (whether or not such Customer claim or demand is valid); (5) any chargeback that arises from the transactions that are subject to this Agreement; (6) the purchase, delivery, installation, acceptance, rejection, ownership, possession, use, operation, condition, liens against, or return of the equipment provided to Merchant by TCH; and (7) any voluntary or involuntary bankruptcy or insolvency petition or proceeding involving Merchant or any of its parent, subsidiary or affiliated entities. This indemnity shall survive the termination of this Agreement

## 2. OBLIGATIONS OF TCH:

(a) The parties hereto understand that any and all supplies, signs, emblems, decals, insignias, or other material containing any TCH identification thereon, hardware, mechanical devices, computer software and other material provided by TCH to Merchant shall be and remain the property of TCH and shall be returned to TCH at Merchant's expense upon termination of this agreement.

(b) TCH shall provide to Merchant at TCH's expense all signs, emblems, decals, and insignias that TCH desires to have posted in Merchant's Facilities. TCH hereby grants Merchant a license to display at Merchant's Facilities and to use in marketing and advertising materials in connection with services offered pursuant to this Agreement TCH's trademark and trade names provided that Merchant's use of TCH's trademarks and trade names shall be limited in accordance with restrictions described in the "Trademark Restrictions" section of Company Information and incorporated herein by this reference. Merchant shall discontinue use of all TCH trademarks and trade names immediately upon termination of this Agreement.

Initial \_\_\_\_\_

Date \_\_\_\_\_

(c) In the event that Merchant makes a Cash Advance or sells goods or services to a Customer without following the Authorization Procedures required herein or without first receiving TCH's authorization (hereinafter called an "Unauthorized Transaction"), TCH shall have no responsibility for payment of such Unauthorized Transaction to Merchant.

(d) TCH shall provide a 24 hour per day, seven day a week communication service with Merchant for the specific purpose of authorizing Cash Advances and purchases made on TCH's programs.

(e) TCH shall not knowingly assist or facilitate any person in any effort to defraud Merchant.

3. PAYMENT AGREEMENT:

All currency exchange rates involving transactions conducted outside the United States shall be determined at the time of transaction authorization by TCH using the exchange rate posted for the currency being used as found under the "Exchange Rate" section of Company Information. This rate and amount of each Authorized Transaction shall determine the Settlement Amount (described below).

In order to obtain reimbursement for any Authorized Transaction, payment for transactions will be paid via ACH credit with a cutoff time of 12:00 am central time. The settle amount will consist of any transaction amount not previously paid minus the \$1.00 transaction fee and any discounts or marketing fees that Merchant has agreed to. Merchant shall follow precisely the "ACH Settlement Procedures Manual" (hereinafter "Settlement Procedures") as found in Company Information, and as amended and in effect, and such other procedures as TCH shall provide to Merchant from time to time.

Commencing upon the Effective Date, and subject to Merchant's full compliance with the Settlement Procedures, TCH shall pay to Merchant the Settlement Amount if such amount exists. The Settlement Amount shall be the aggregate dollar amount of the Authorized Transactions made from each Merchant Facility, prior to the Settlement cutoff Time and which Authorized Transactions TCH has not previously paid to Merchant less the Transaction Fees. The Transaction Fees shall be equal to **ONE DOLLAR (\$1)** for each Authorized Transaction made at a Merchant Facility prior to the Settlement Cutoff and which Authorized Transactions TCH has not previously paid to Merchant.

In the event that Merchant disagrees with the Settlement Amount, Merchant shall notify TCH of the discrepancy in writing by facsimile to TCH at the number designated in Company Information as "Dispute Fax Number" within 96 hours of the Settlement or Deposit. The parties shall make reasonable efforts to resolve all discrepancies in the Settlement Amount within 24 hours; and final payment of any unpaid disputed amount shall be included in the Settlement Amount upon the day following the day the dispute is settled. In the event the parties are unable to come to agreement on the Settlement Amount, the parties shall submit the issue to binding arbitration subject to judicial review without a jury. In the event the parties proceed to arbitration, the non-prevailing party shall pay the applicable fees and costs associated with such dispute resolution, including, but not limited to, attorneys fees and costs. Merchant also agrees that in the event the parties require judicial review, the non-prevailing party shall be responsible for all applicable fees and costs associated with such review, including attorneys fees. In no event shall TCH be responsible for payment of any amount to Merchant if TCH has paid such amount to another party due to fraud that was facilitated in any way by the failure of Merchant to inform TCH of a discrepancy in the Settlement Amount within the time period and by the means set forth in the first sentence of this paragraph.

If at any time Merchant shall owe TCH any amount due to a mistake in payment, an effectuation of fraud of any type by Merchant or Merchant's agents or employees, or for any other reason whatsoever, TCH shall have the right to offset any or all of such amount or amounts from any amounts owed by TCH to Merchant

In the event that a Customer or Issuer disputes a purchase amount that has been paid to Merchant, TCH shall have the right to deduct such purchase amount from a following Settlement Amount upon notification to Merchant of the dispute. Such amount shall be repaid to Merchant once Merchant substantiates the legitimacy of the purchase and the invalidity of the claim by Customer or Issuer.

Initial \_\_\_\_\_

Date \_\_\_\_\_

4. MISCELLANEOUS AGREEMENTS:

- (a) The parties hereto agree to cooperate with each other in each effort to investigate and prosecute any fraud perpetrated against either TCH or Merchant in connection with the services offered or performed pursuant to this Agreement.
  - (b) TCH reserves all rights of assignability of any and all interests herein, whether through TCH's successors or assigns.
  - (c) To the extent that either party hereto obtains any information from the other party expressly designated as confidential or proprietary business information, the party receiving said information shall keep the information confidential and shall not use the information or disclose it except as necessary to perform this Agreement and as otherwise directed by the party claiming the right to confidentiality. This paragraph shall not apply to information that is (1) already in the public domain, (2) known or obtained by the other party not claiming confidentiality from some source other than the party claiming confidentiality or (3) used in any dispute resolution forum between the parties hereto, or (4) required to be disclosed by law or judicial mandate.
  - (d) In the event that either party to this Agreement shall prevail in an action to enforce or interpret the terms of this Agreement, the other party shall pay the reasonable attorney's fees and costs incurred by the prevailing party.
  - (e) This Agreement shall be construed and enforced in accordance with the laws of the State of Utah without regard to choice of law. The parties acknowledge that performance of this Agreement shall take place in Utah in that the transfer of funds pursuant hereto shall occur in Utah. Furthermore, the parties hereby agree to submit themselves to the jurisdiction of any court having jurisdiction over the State of Utah.
  - (f) 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.
  - (g) This Agreement and all schedules and information contained in Company Information referred to herein constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and shall supersede and replace all prior negotiations and agreements whether written or oral. The parties expressly acknowledge that this Agreement is intended to terminate and replace all prior written agreements between the parties.
  - (h) This Agreement shall be effective on the latest date appearing in the executory section of this contract.
- (1) The original term of this Agreement shall commence with TCH's acceptance hereof (as evidenced by the commencement of TCH's performance hereunder), and shall continue until either (i) terminated by Merchant by giving at least thirty (30) days' notice of non-renewal to TCH, or (ii) terminated by TCH by giving notice to Merchant (such termination by TCH to be effective as of a date set forth in such notice or, if no such date is set forth, to be effective as of the date such notice is received by Merchant).
- (2) Upon termination of this Agreement, all amounts payable to TCH shall be due and payable in full without demand or notice of any kind (and Merchant expressly waives such notice). In connection with the termination of this Agreement, TCH shall notify Merchant of the estimated aggregate dollar amount of Merchant's chargebacks and other obligations and liabilities that TCH reasonably anticipates subsequent to termination, and Merchant shall immediately deposit such amount with TCH.
- (3) No remedy referred to herein is intended to be exclusive, but shall be cumulative and in addition to any of the remedies referred to above or otherwise available to TCH at law or in equity. The exercise of anyone remedy shall not be deemed to be an election of remedy or preclude the exercise of any other remedy. No failure on TCH's part to exercise or delay or forbearance in exercising any right or remedy shall operate as waiver thereof. The exercise of any remedy will not operate to release Merchant until the amount of all payments due and to become due hereunder have been paid in full.
- (4) If this Agreement is terminated, TCH will be entitled to recover, and Merchant will pay on demand,

**Initial** \_\_\_\_\_

**Date** \_\_\_\_\_

any and all losses (including consequential damages and loss of profits, costs, expenses and liabilities) incurred by TCH in connection with termination. Merchant authorizes TCH to debit Merchant's account for said losses incurred by TCH in connection with termination. If the account does not have sufficient funds to pay for the losses, Merchant agrees to pay TCH immediately upon receipt of invoice therefore.

(j) This Agreement may be amended only by an instrument in writing duly signed by both parties hereto except that TCH reserves the right to update the TCH Authorization Procedures Manual, ACH Settlement Procedures Manual Exchange Rate, Trademark Restrictions, Dispute Fax Number, and TCH address and telephone numbers in Company Information. Such changes are effective when posted in Company Information on the World Wide Web without any further notice necessary to Merchant.

(k) Notices given pursuant to this Agreement shall be in writing and shall be deemed given when delivered to the other party at the addresses designated for the parties in the first paragraph of this Agreement as follows: (1) by facsimile to the number designated for the party in items three and four of Schedule I of this Agreement, in which case, delivery will be deemed on the day transmitted; (2) by personal delivery, in which case, delivery shall be deemed on the day delivered; (3) by sending the notice by certified United States mail postage prepaid, 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 receipted, in which case, delivery shall be deemed on the day following the date of delivery to the courier, provided the courier accepts the notice for next day delivery. Either party hereto may change the address for delivery of notice by giving written notice of the change to the other party as required herein.

(l) Time is of the essence with respect to the performance of this Agreement.

(m) 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.

(n) The undersigned hereby certifies that he/she has been duly authorized to execute this Agreement for Merchant and that acceptance of this Agreement by TCH, the Merchant is bound to perform this Agreement in strict conformity with the terms and conditions hereof

Schedule I attached hereto and the information contained in Company Information are incorporated herein by this reference as a part of this Agreement.

**Initial** \_\_\_\_\_

**Date** \_\_\_\_\_

**IN WITNESS WHEREOF**, this Agreement is executed and made effective on the latest date appearing below the respective signatures. **THIS AGREEMENT IS NOT BINDING UNLESS SIGNED BY AN EXECUTIVE MANAGER OF OPERATIONS FOR TCH LLC.**

**TCH LLC**

**Merchant Name** \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Position \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

TCH LLC  
4185 Harrison Blvd., Suite 202  
Ogden, Utah 84403  
Telephone (888) 824-7378  
Facsimile (801) 334-4661

**Initial** \_\_\_\_\_

**Date** \_\_\_\_\_

**SCHEDULE 1.**

Name of Merchant

\_\_\_\_\_

Physical Address of Merchant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mailing Address of Merchant

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Merchant Facsimile Number: (Complete fully or write "none" if none.)

\_\_\_\_\_

Merchant's Corporate Office Telephone Number:

\_\_\_\_\_

**LIST OF LOCATIONS**

Please list all of the locations to be included in this Agreement.

<b>Location Name</b>	<b>Interstate, Highway and/or Exit Location</b>	<b>City</b>	<b>State</b>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Initial** \_\_\_\_\_

**Date** \_\_\_\_\_

## AUTOMATED CLEARING HOUSE ACTION FORM (Direct Deposit Form)

Please fill out and return via fax or email this ACH Form to April Roberts. Any questions regarding the ACH Form and electronic payments may also be addressed to her. Funds will be deposited the next business day after notification of transfer.

April Roberts  
 april.roberts@tch.com  
 Phone: 801-624-4962  
 Fax: 801-395-8680

**Please include VOIDED check.**

ADDITION  CHANGE  DELETION

**Vendor Information:** US Vendor  Canadian Vendor

Company Name \_\_\_\_\_

Vendor Number \_\_\_\_\_  
Flying J A/P vendor 6 digit Identifier

Remit Address \_\_\_\_\_

Vendor ACH Contact \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Preferred Method for Receiving Remittance Advices Fax  Email  (executes best by email)

**Bank Information:**

Bank Name \_\_\_\_\_

Bank ABA # (Routing) \_\_\_\_\_  
Must be 9 digits

Bank Account # \_\_\_\_\_ Account Name \_\_\_\_\_  
Account in which vendor will receive funds If different from company name

Savings Account?  Yes  No / Account Currency  USD  CAD

Bank Address \_\_\_\_\_

Bank City, State, and Zip Code \_\_\_\_\_

Bank Phone Number \_\_\_\_\_

Bank ACH Contact \_\_\_\_\_

**Vendor Signature:**

Requestor's Signature/Date \_\_\_\_\_



(Flying J Use Only)

FORM MUST BE SIGNED BY REQUESTOR AND APPROVED BY DEPT. MANAGER & CONTROLLER

FLYING J DEPT MGR APPROVAL/DATE \_\_\_\_\_

FLYING J CONTROLLER APPROVAL/ DATE \_\_\_\_\_



***PLEASE NOTE*** In the event of ACH failure after testing and setup on the Flying J side, payments to this vendor will default to USCK (check). It is the responsibility of the requesting department to designate an individual to monitor each ACH payment to determine successful completion and to promptly report any changes to the account, errors, and concerns to the A/P Department Manager or Assistant Manager. Failure to notify the A/P Department of changes regarding the account or routing number will result in a \$25 fee to the vendor. Payments to this vendor will continue to be made via ACH until such time as a change/delete request is received by A/P.

<b>For Internal Use Only:</b>					
EFT "1"/	AP133 "A"/	TCH US= TAB232/	TCH CAN= TCHRCCN/	CAN'S NOT TCH= RBC102/	AP620/
AP381 "A"/	CHK ROUTING/ACCOUNT #/	820 CANADIAN/	MIS REQUEST FOR CANADIAN/		