

**1. Nature of Account and Card Use.** The Cards are issued by National Bank of Canada, headquartered at 600 De La Gauchetière Street West 11<sup>th</sup> Floor, Montreal, Quebec, H3B 4L2 or another financial institution selected by us in our sole discretion ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes and for individual retail sales. The processing of accumulated sales or the purchasing of bulk fuel is prohibited using the Account or Cards. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse Operator, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses paid by such entities as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. Use of the Cards and any assigned point-of-purchase ("POS") authorization identification numbers ("IDs"/"PINs") may be canceled, revoked, repossessed or restricted at any time. Only authorized Customer representatives will be allowed to make changes to the Account.

**2. Account Principal Responsibilities.** Each principal (a "Principal") for this Account, if any, as shown on the application, is personally and unconditionally, jointly and severally liable with Customer, as principal and not as surety or guarantor, for the payment and performance when due of all obligations owed on the Account, regardless of who made purchases using the Cards, and the Principal agrees to pay such amounts according to the terms of this Agreement. Principal is responsible under this Agreement for all use of all of the Cards issued on the Account to the fullest extent permitted by law.

**3. Administration and Security of Cards.** You may request additional Cards on your Account for yourself or others and you may permit an authorized user to have access to your Card or a Card you request for them on your Account number. However, if you do, you must pay us for all charges made by those persons, including charges for which you may not have intended to be responsible. In order to cancel permission of an authorized user to use your Account, you must notify us in writing via mail to the customer service address on the billing statement and you must return to us, with your written notice, any Card in the possession of the authorized user. You will continue to be liable for all purchases made by authorized users, even if you no longer want them to make purchases and even if they leave your employment, and all other resulting account fees and charges, until we receive your letter. If you leave the business for any reason, or if the business ceases ongoing operations, is subject to a change in control or structure or transfers or agrees to transfer a substantial part of its assets, you must notify us in writing so that we may close your Account. You are responsible for the use of each Card issued on your Account according to the terms of this Agreement. Certain pricing options you choose may include individual monthly "card fees" of up to ten dollars (\$10). The card fees will be aggregated on the statement detail.

**4. Credit Limit.** The credit limit for the Account is determined by FleetCor and adjusted up or down periodically without prior notice based on changes in the Account's purchase volume, average fuel prices, billing frequency, payment terms, and the Customer's creditworthiness. The amount of credit and open-to-buy for the Account is available anytime by calling the toll free customer service line and using the special "security" code or via the online account management system if available. Customer shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. FleetCor may decide, at its own discretion, to decline or approve any transactions made after Customer exceeds the Account credit limit, or to lock the Account until the balance due is paid in full. FleetCor reserves the right to charge an "over limit fee" of up to fifty dollars (\$50) per "Over Limit" transaction authorized. If the Account is suspended for any reason and subsequently reopened it may be charged a reinstatement fee of up to fifty dollars (\$50). In order to periodically re-evaluate the Account's credit limit, **Customer, Principal and/or any "guarantor" of the Account hereby agrees to allow Operator to obtain and authorizes any credit reporting agency or bureau to provide to us upon our request credit reports on the Customer, Principal and/or any "guarantor" of the Account whenever Operator deems necessary.**

**5. Billing and Payment Terms.** Billing frequency and payment terms are established for the Customer during the initial Account application process and are subject to change by FleetCor as outlined below. This is not a revolving credit account. The Total Balance Due amount shown on each Account statement is due and payable via cheque or electronic payment drawn on the Customer's bank account and must be posted to the Account by the due date shown on the statement. The "Total Balance Due" amount on each Account statement includes transactions posted since the prior statement date (current period charges), applicable service fees, amounts past due (e.g. unpaid amounts previously billed), late payment charges, and any other applicable charges, less posted payments and applicable credits and/or rebates. For prepaid Accounts, charges made to the Account and any applicable fees will be deducted from the Account balance, and all payments received collected funds. Cheques should be made out to "FleetCor Canada MasterCard" and sent along with the payment stub (lower portion of the statement summary page) via mail to the address shown on the statement. Conforming payments received before 7:00AM EST on regular weekdays (Monday through Friday, excluding banking holidays) will be posted the same day. All other payments will be posted the following business day. If Customer does not make full payment of the Total Balance Due by the Due Date, then Customer shall pay a "Late Payment Fee" equal to: (i) the greater of (a) seventy-five dollars (\$75) or (b) 5.99% of the New Balance (defined below), or (ii) the maximum amount permitted under applicable law if less than the amount in subsection (i). However, if Customer is deemed to be a "High Credit Risk Account" as defined below, the applicable Late Payment Fee will be increased to the greater of up to seventy-five dollars (\$75) or 8.99% of the "New Balance" amount as defined below for each billing period for which full payment of the Total Balance Due amount was not received by the Due Date. In addition to a Late Payment Fee, FleetCor reserves the right to assess, and the Customer agrees to pay, an Interest Charge equal to the current Prime Rate (defined as the annual rate of interest established by the Issuer from time to time as its reference rate for commercial loans made by it in Canada in Canadian Dollars) + 23.99% times the New Balance prior balance amount, pro-rated for the portion of a year represented by the billing frequency (i.e., 1/52 for weekly cycle, 1/24 for semi-monthly, 1/12 for monthly cycle), or the maximum charge permitted by law, whichever is less. Any rate that is calculated with reference to a period (the "deemed interest period") that is less than the actual number of days in the calendar year of calculation is, for the purposes of the *Interest Act* (Canada), equivalent to a rate based on a calendar year calculated by multiplying that rate of interest by the actual number of days in the calendar year of calculation and dividing by the number of days in the deemed interest period. The fact that FleetCor may charge interest if Customer fails to make full payment of the Total Balance Due by the Due Date does not in any way authorize the Customer to elect not to pay such Total Balance Due by the Due Date, nor

does it indicate that FleetCor has consented to the failure by Customer to make such full payment. The "New Balance" amount is calculated just prior to the billing date and equals the Total Balance Due from the last Account statement plus any additional posted purchase transactions. FleetCor will impose a minimum "Interest Charge" of one dollar (\$1) for each billing period for which Interest Charges are due. FleetCor may round any calculations made in determining the Interest Charges on Customer's Account to the nearest 1/10th percentage point. FleetCor also reserves the right to charge a "returned cheque fee" of up to fifty dollars (\$50) or the maximum amount permitted by law, whichever is less. If we deem your account uncollectible or if we institute delinquency collection proceedings by sending it to an outside collection agency or lawyer for collection, we may, in our sole discretion, stop sending you billing statements. However, fees will continue to accrue whether or not we send you billing statements. You must notify us of a change in your address by contacting Customer Service by telephone or mail. We will mail or deliver the billing statement to only one address.

**6. Security Deposit.** As part of the credit review, Customer may be required to provide a security deposit to FleetCor to secure the full and faithful performance of all of Customer's obligations. If required, Customer understands that the spend limit will be equal to an amount that is up to eighty percent (80%) of the security deposit amount. Customer understands that the spend limit will not be activated for use until FleetCor has received confirmation from its bank that the security deposit funds are available for use. In the event Customer defaults or otherwise fails to perform any obligation owed to Issuing Bank or FleetCor, Customer authorizes FleetCor to use and set-off and compensate, without notice or demand, the security deposit funds to satisfy any such default or obligation. Customer represents that the security deposit is made in the ordinary course of Customer's business, and that the security deposit is not a transfer made on account of any antecedent debt. No trust relationship is created between Issuing Bank or FleetCor and Customer as a result of the Customer's payment and FleetCor's acceptance of the security deposit. All right, title and interest in the security deposit is transferred absolutely by the Customer to FleetCor without further formality. Customer authorizes FleetCor to commingle the security deposit with other FleetCor funds. After receiving a written request from Customer, FleetCor may, but is not obligated to, reevaluate the necessity and the amount of the security deposit. Customer will provide FleetCor financial information requested to conduct its evaluation. Upon evidence of satisfactory improvement in Customer's financial condition, FleetCor may determine, in its sole discretion, to return the security deposit. FleetCor may also require an increase in the security deposit amount at any time from time to time. FleetCor will return the security deposit to Customer upon termination of the account and full performance by Customer its obligations to FleetCor. In order to comply with the requirements of Québec law, Customer hereby agrees to execute in favour of FleetCor, upon demand, a movable hypothec creating a first ranking lien on the security deposit.

**7. Cheque Processing Service Charge.** FleetCor reserves the right to charge a "cheque processing service charge" not to exceed twenty-five dollars (\$25). Customer can avoid this charge by paying the Account electronically. Payments can also be made over the phone by calling the toll-free customer service line. There may be a charge up to \$25 for this service.

#### **8. FleetCor Initiated Electronic Funds Transfer (EFT) Payment Method.**

**Authorization to Debit Bank Account.** FleetCor, at its sole discretion, may offer Customer the option of EFT payment. If you have completed an EFT authorization form, you hereby authorize us to deposit funds, settle funds, and deduct funds you owe us from your designated bank account ("Bank Account") or any other account maintained by you at any institution that is a member of the Canadian Payments Association (the "CPA"), all in accordance with this Agreement. On the Due Date each billing cycle, we will initiate a debit to the Bank Account to pay the Total Balance Due of the account from the previous Billing Cycle. We will also debit the Bank Account to pay the amount charged to the account any time the balance of the account reaches the credit limit. Customer agrees that any withdrawal by FleetCor and its vendors and agents in accordance with this Agreement are PADs for business purposes, as defined under Rule H1 of the CPA. **Customer hereby waives the right to receive advance notice from FleetCor and its vendors and agents of any and all such debits.** This authorization will remain in effect after termination of the Agreement and until all of Customer's obligations to FleetCor have been paid in full. The exact time that the Bank Account will be debited for the amount charged to the account may vary, depending on the processing capabilities of the bank at which the Bank Account exists. If insufficient funds are available in the Bank Account to pay the Total Balance Due at the time a debit is initiated, you will not be able to make any further purchases using the Cards until such time that you pay the outstanding balance in the Account. Furthermore, you will be assessed Returned Cheque Fee, Late Payment Fee and Interest Charges related to the insufficient funds transaction. If the EFT option is offered to Customer, FleetCor reserves the right to charge a bank handling fee of up to twenty five dollars (\$25) for each EFT. We may change our billing and debiting cycle at any time by providing written notice to you. Customer may revoke the PAD authorization upon thirty (30) days' prior written notice to FleetCor, but any such revocation could constitute a material breach of this Agreement. Customer may obtain a sample cancellation form, as well as further information on Customer's right to cancel a PAD authorization by contacting Customer's financial institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca). Customer has certain recourse rights if any debit does not comply with this Agreement. For example, Customer has the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on Customer's recourse rights, Customer may contact its financial institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).

**Change in Bank Account.** If Customer changes the Bank Account, this PAD authorization will apply to the new Bank Account. To change the Bank Account, Customer's authorized representative must provide a written request of such change. The request should include the following information for the new Bank Account:

- Financial institution name (the financial institution must be a member of the CPA);
- Branch address;
- Branch transit number; and
- Account number

The request should also contain a voided cheque from the new Bank Account. It will take approximately ten days for us to change the Bank Account. During this time, you agree to cooperate with us to provide additional information necessary to make the change and to execute a test of the change. If Customer changes the Bank Account, Customer agrees that it is responsible for all costs incurred by FleetCor in connection with Customer's decision to change the Bank Account.

**9. Account Administration Fee.** Depending on the application under which you applied and your Account pricing, your Account may be charged an "account administration fee" of up to ten dollars (\$10) per billing cycle. FleetCor reserves the right to change this fee with prior notice.

**10. Rebate Program Terms.** Depending on the application under which you applied and your Account pricing, your Cards may qualify for a purchase rebate program. The rebate program, if applicable to your Account, is only available if your Account is open, in good standing, and is not in default of the payment terms provided within this Agreement. Please refer to your Account pricing documentation for specifics regarding rebate levels. Aviation purchases, bulk fuel purchases, international fuel purchases, transactions at non-qualifying gasoline merchants, and any Account in default of the payment terms provided within this Agreement are excluded from this rebate. FleetCor reserves the right to charge a "rebate program fee" of up to ten dollars (\$10) per card per billing cycle. We reserve the right to change or terminate this purchase rebate program at any time and in any manner with prior notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the program. In addition, we reserve the right to remove any account from the rebate program in the event of any fraud or abuse. Participation in the rebate program will be suspended if the Account is suspended.

**11. Additional Services.** Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, FleetCor may enroll Customer in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service. FleetCor also reserves the right to deliver informational material in reference to ancillary fleet management related products and services provided by other vendors to the Customer. In no case is FleetCor making any representation about the quality or value of any particular product or service.

**12. Credit Balance.** Unless your Account is a prepaid account, you may not make a payment on your Account that will create and/or maintain a credit balance on your Account in excess of any assigned credit limit. You may request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges posted to your Account. You agree and understand that a credit balance on your Account may not increase the amount of available credit on your Account.

**13. High Credit Risk Account.** In the event that the Customer's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at FleetCor's discretion drops below FleetCor's standard threshold for creditworthiness, or the Account incurs more than one Late Fee in any 12-month period or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honoured by Customer's financial institution, or the Customer operates in a high risk industry, FleetCor may deem the Customer to be "High Credit Risk Account" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), and credit limit in accordance with the Change of Terms procedures as explained elsewhere in this Agreement. FleetCor reserves the right to charge a transaction fee of up to five dollars (\$5) per transaction or a "high credit risk fee" of up to two percent (2%) of the Account's credit limit per billing cycle for High Credit Risk Accounts. In the event an Account is deemed High Credit Risk Account by any of the criteria above, FleetCor may also withhold any discounts/rebates earned until such time that FleetCor, in its sole discretion, deems the Customer to no longer be High Credit Risk Account. FleetCor may review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High Credit Risk decision is made solely by FleetCor based on information provided by the credit reporting agency along with the Account's payment history. The credit reporting agency does not participate in the decision.

**14. Change of Terms; Termination.** FleetCor may change the rates, fees, and terms of this Agreement at any time for any reason. These reasons may include, but are not limited to, information in Customer's credit report, such as Customer's failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding, or the number of credit inquiries. These reasons may also include, but are not limited to, competitive or market-related factors. Changing terms includes adding, replacing, and deleting provisions relating to the Account and to the nature, extent, and enforcement of the rights and obligations Customer or FleetCor may have relating to this Agreement. FleetCor will provide Customer with notice when required by law by mailing a letter or the terms to Customer at the latest address shown in its records. Any changes will apply to the current balance of the Account as well as to future balances. If Customer does not agree to any such change, Customer may end this Agreement by notifying Operator at the toll free customer service line or via mail to the customer service address on the billing statement before the effective date of the change, returning all Cards to Operator and paying what is owed under the terms of this Agreement. Unless FleetCor notifies Customer otherwise, use of any Card issued to the Account after the effective date of the change shall be deemed acceptance of the new terms. FleetCor may terminate this Agreement at any time by written or telephone notice to Customer.

**15. Statements and Reporting.** Account statements can be delivered by email. FleetCor can also provide paper copies of each statement and the accompanying management report with transaction details via mail. FleetCor reserves the right to charge a reporting fee of up to a maximum of twenty dollars (\$20) per billing cycle. FleetCor reserves the right to charge a "paper report fee" up to a maximum of fifteen dollars (\$15) per billing cycle. FleetCor also reserves the right to charge a "research fee" of up to twenty dollars (\$20) for providing copies of prior period statements. Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g. product code, litres, price per litre).

**16. Tax-Reclamation Processing.** If your company is exempt from certain fuel taxes, FleetCor may be able to calculate the taxes and bill you net of those amounts. Government required tax-exempt identification and certification will be required for consideration and approval into the program. FleetCor reserves the right to charge a tax reclamation processing fee to Accounts utilizing the service of up to the greater of one percent (1%) of the applicable retail purchase amount or ten dollars (\$10), but not to exceed one hundred dollars (\$100) per Billing Cycle. This service is only available to certain types of Accounts in certain geographies.

**17. Card Acceptance.** MasterCard fleet cards are typically accepted at all fueling locations that accept MasterCard, and if approved by Operator may be allowed to make purchases at other business-related merchants (e.g. maintenance, office supplies, airlines, hotels, restaurants, etc.). However, Operator is not responsible and shall have no liability if a merchant or any third party refuses to honour Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are

primarily for security and fraud control reasons. Additionally, if the Account is over the credit limit or delinquent, authorization of additional transactions may be declined. Operator reserves the right to prevent Cards from working at certain types of merchant locations deemed to be "quasi-cash" or a higher risk of fraud (e.g. internet purchases, casinos, money transfer agents, financial institutions) at any time without prior notice.

**18. Card Purchasing Controls.** Cards may be configured to attempt to limit acceptance and transaction amounts, for example, by limiting Card authorization to: specific merchant category codes (MCCs), maximum transaction dollar amounts, maximum number of transactions in a given time period, certain days of the week, and times of day, etc. Cards may also be configured to prompt for a valid driver or vehicle identification number (ID) and odometer at most fueling locations prior to turning on the pump. While merchants may limit the amount of fuel dispensed per transaction, fuel pumps typically do not automatically shut off at a Card's transaction dollar limit. Operator establishes these standard parameter controls as a means of assisting Customer in limiting purchase abuse and fraud. While Operator attempts to control the use of the Card to the parameters selected, Customer agrees to pay for all transactions on the Account ("Charges") regardless of whether such Charges are within or outside the parameters established for each Card.

**19. Out of Network Transactions.** Cards are accepted at fueling locations that accept MasterCard cards and may be accepted at other business-related merchants that accept MasterCard cards, if your Cards are configured for acceptance (e.g., maintenance, office supplies, airlines, hotel, restaurants, etc.). FleetCor reserves the right to charge an Out of Network Fee of up to two dollars (\$2.00) per transaction, which is subject to change, for transactions that occur at merchant locations that are not Ultramar branded.

**20. International Card Acceptance.** Operator reserves the right to prevent Cards from working outside of Canada, but typically allows transactions from merchants located in the United States. In the event that the Card is allowed to make international purchases, the transaction amount will include the prevailing MasterCard "Currency Conversion Assessment Fee", currently, 20 basis points (0.2%) of the purchase amount and may include the prevailing MasterCard "Cross-Border Fee", currently 90 basis points (0.9%) of the purchase amount depending on the merchant location's processor. Foreign currency transactions made using the Cards will be entered on each statement of account in Canadian currency. A U.S. currency transaction will be converted into Canadian currency at the applicable exchange rate established by MasterCard Worldwide. A foreign currency transaction other than in U.S. currency will first be converted into U.S. currency using the exchange rate established by MasterCard Worldwide. The amount thus converted into U.S. currency will then be converted into Canadian currency at the exchange rate established by MasterCard Worldwide. The applicable exchange rate is the exchange rate in effect on the date the transaction is entered on the statement of account, which can be different from the date of the transaction.

**21. Disputed Item.** Customer must notify Operator in writing to customer service address on the billing statement of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Operator and Issuing Bank are 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 the Account and settle the dispute directly with the merchant. Operator and Issuing Bank are not responsible if any merchant refuses to honour the Card. Phone, email, fax, and any other form of communication questioning a transaction may initiate a dispute, but a dispute form may need to be completed to process the dispute request. In the written dispute Customer must provide the following information:

- a) Name and title of individual submitting the written dispute, Customer's name, Customer's address, Customer's phone, Account control number, the name or description on the Card on which the disputed transaction occurred, and the affected Card's embossed number.
- b) Merchant's name, merchant's address, transaction description, posting date, statement period, and dollar amount of the suspected error. For other disputed issues, the description and amount of the charge along with the statement period is sufficient.
- c) Describe the error and explain why Customer believes there is an error. If Customer needs more information, describe the item(s) Customer is unsure about.
- d) To avoid Late Fees and/or Interest Charges and possible credit limit problems Customer should pay the disputed amount while FleetCor determines the validity of the dispute. In the event the dispute is deemed valid, FleetCor will credit the amount back to the Customer's Account.

In the event Customer disputes a Charge and FleetCor credits the Account for all or part of such disputed Charge, FleetCor succeeds to, and Customer hereby assigns and transfers to FleetCor any rights and claims (excluding personal injury or property damage claims) that Customer has, had or may have against any third party for an amount equal to the amount FleetCor credited to the Account. After FleetCor makes such credit, Customer agrees that without FleetCor's consent Customer will not pursue any claim against or reimbursement from such third party for the amount that FleetCor credited to the Account, and that Customer will cooperate with FleetCor if FleetCor decides to pursue the third party for the amount credited.

**22. Default and Remedies.** In the event of Customer's default under this Agreement, including, without limitation, failure to comply with the credit limit and payment terms provisions hereof, Operator shall have the right to immediately suspend the Account and terminate any price incentives (e.g. discounts or rebates) until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then FleetCor may thereafter 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. Subject to applicable law, Customer agrees that FleetCor has the right to set-off and/or recoup any amount Customer owes on the Account or any claim FleetCor has related to this Agreement against any credit balances or other amounts that FleetCor may owe Customer. In the event that the Account is turned over to a collection agency or a lawyer who is not our salaried employee for collection of unpaid amounts or otherwise to enforce this Agreement, Customer agrees to pay all costs, fees and expenses of such agency or lawyer plus the costs and expenses of any legal action, including, without limitation, court costs and out-of-pocket expenses to the extent permitted by law.

**23. Card Creation and Delivery.** FleetCor will endeavor to create and ship new plastic Cards within a timely manner. Standard Card creation and delivery is considered part of the service provided. If Customer desires one or more replacement Cards, including, but not limited to replacing lost, damaged, or expired Cards, Customer must either use the online account

management system if available or notify Operator at the toll free customer service line shown on the billing statement. Operator reserves the right to charge a "Card Delivery Fee" of up to two dollars fifty cents (\$2.50) per Card plus shipping & handling for creating and delivering each replacement Card. If Customer requires expedited Card delivery, additional shipping and handling fees apply, based on the delivery method and timeframe. If Customer requires same-day plastic embossing, FleetCor will charge an additional fee of twenty-five dollars (\$25) per Card plus any expedited shipping and handling fees. Expedited card delivery requires a physical delivery address and cannot be made to a post office box.

**24. Lost or Stolen Cards.** Customer agrees to notify Operator immediately at the toll free customer service line of any loss, theft or possible unauthorized use of the Account or of any Card. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. Customer agrees in any event that if at any time Customer has been issued ten (10) or more Cards at Customer's request, then Customer waives any and all limitations of liability for unauthorized use of such Cards. This provision does not include misuse of Cards by Customer's employees or agents (for which Customer is always obligated), Customer also agrees to assist FleetCor in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of any Card or Account and to comply with such procedures as FleetCor may reasonably require in connection with any investigation.

**25. Enforcement.** FleetCor may enforce any right or remedy FleetCor may have regarding any of Customer's obligations under this Agreement without affecting FleetCor's other rights or remedies. Customer waives (i) any right to require FleetCor to proceed against any other person or entity liable on the Account or pursue any other remedy in FleetCor's power whatsoever; (ii) any defense because of any disability or other defense or cessation of liability on the Account by anyone else for any reason other than full payment; (iii) any defense or right against FleetCor arising out of the exercise of the rights under this Agreement to the extent that such exercise of rights results in the loss of any right of subrogation, reimbursement or other right Customer may have against any other person liable on the Account; and (iv) all presentments, diligence, protests, demands, and notices or protest, dishonor or nonperformance. FleetCor can delay enforcing or fail to enforce any rights under this Agreement without losing them.

**26. Credit Reports.** Customer authorizes FleetCor to make or have made, and authorizes any credit reporting agency or bureau to provide to us upon our request, any credit, employment, and investigative inquiries FleetCor deems appropriate (including obtaining consumer reports and commercial credit reports) in connection with any updates, renewals or extensions of credit or the collection of amounts owed on the Account. If Customer wishes to know the names of the consumer reporting agencies FleetCor has contacted, Customer should send a written request to the Customer Service address listed on the billing statement. FleetCor may furnish information concerning the Account, the Customer, and/or the Principal/s/Guarantor's credit history with FleetCor to consumer reporting agencies, commercial credit bureaus, and others who may properly receive that information. A negative credit report reflecting on the Account's record may be submitted to a consumer reporting agency or a commercial credit bureau if Customer fails to fulfill the terms of this Agreement. If Customer requests additional Cards on the Account for others, you understand that FleetCor may report Account information in Customer's name as well as in the names of those other people, any Principal and/or guarantors. If Customer believes FleetCor reported information incorrectly to a credit reporting agency, Customer should send a written request to the Customer Service address listed on the billing statement. FleetCor will investigate the matter to determine if incorrect information was reported, in which case FleetCor will notify each credit reporting agency to which FleetCor reported and will request they correct the report.

**27. Cooperation on Information.** Subject to applicable law, Customer will provide FleetCor any information that FleetCor reasonably requests about an Authorized User's use of a Card. Customer agrees to provide Operator with annual, fiscal year-end financial statements on an annual basis as requested. Customer will also provide reasonable cooperation to FleetCor in any investigation, litigation, or prosecution arising in connection with the use of a Card.

**28. Preauthorized Charges.** If you default, if a Card is lost or stolen, or we change your Account or Account number for any reason, we may suspend automatic charges on that Account to third party vendors for insurance premiums (if possible under your Account terms) or other goods or services. If preauthorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

**29. Arbitration.** PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT MOST DISPUTES SHALL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. Customer or Operator or Issuing Bank may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties relating to the Cards or Account, a prior related account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, or injunctive or declaratory relief) such claims seek. All disputes arising out of, or in connection with, this Agreement, or in respect of any legal relationship associated with it or derived from it, whether based on contract, tort, equity, statute or otherwise, and whether arising before or after the date of this Agreement, but excluding disputes in which the party seeking relief asserts a claim to recover less than \$25,000, shall be finally resolved by a single arbitrator in an arbitration administered by the British Columbia International Commercial Arbitration Centre under its applicable Rules of Procedure. The place of arbitration shall be Vancouver, British Columbia. Claims of two or more persons, including assigned or representative claims, may not be joined or consolidated in the same arbitration and each such claim must be resolved in a separate arbitration. To accommodate the right to arbitrate, Customer agrees that it will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement, the Account, the Cards or any other aspect of Customer's relationship with Operator or Issuing Bank.

**30. Telephone Monitoring and Recording.** From time to time we may monitor and record your telephone calls regarding your Account with us to assure the quality of our service.

**31. Closing Your Account.** You may close your Account at any time by notifying us in writing via mail to the customer service address on the billing statement. However, you remain responsible to pay the total balance according to the terms of this Agreement. We may close your Account or suspend your account privileges at any time for any reason without prior notice.

FleetCor may take such action for various reasons, including (but without limitation) if Customer does not use the Cards during any three (3) month time period. FleetCor may issue Customer or an Authorized User a different Card or Account number. Customer agrees to indemnify and hold FleetCor, its subsidiaries and affiliates harmless for any losses, damages or liability arising from a claim against any of the aforementioned for wrongful cancellation of an Authorized User's Card if Customer, or Customer's designee, is the party which requested cancellation of the Card. FleetCor may cancel a Card issued to an Authorized User, in which case FleetCor will notify Customer. Upon cancellation of any Authorized User's Card for whatever reason, Customer must obtain such Card and return it to FleetCor cut in half. If FleetCor agrees to reinstate the Account after a cancellation, the new Agreement FleetCor sends Customer (or, if FleetCor does not send Customer a new Agreement, this Agreement, as it may be amended) will govern the reinstated Account. "Account Reinstatement" is the process of removing any suspensions or returning the Account to good standing. All charges, fees, and previous obligations will remain the Customer's responsibility. When FleetCor reinstates the Account, FleetCor may reinstate any Cards issued in connection with the Account and bill Customer the applicable fees. However, nothing in this Agreement shall obligate us to monitor the use of any Card, and as described in this Agreement, you are solely responsible for the use of your Account and of any outstanding Card issued on your Account. We may also reissue a different Card, or Account number at any time.

**32. Refusal of the Card.** We are not responsible if a transaction on your Account is not approved, either by us or by a third party, even if you have sufficient credit available. We may limit the number of transactions that may be approved in one day. If we detect unusual or suspicious activity on your account, we may temporarily suspend your credit privileges until we can verify the activity, although we undertake no responsibility to monitor your card or to attempt to detect unauthorized or fraudulent activity.

**33. Tax Reporting Limitations.** Applicable taxes for fuel, maintenance and other non-fuel purchases are dependent on the information provided to us by the applicable merchant location. If you are a tax exempt organization, you may enter other agreements with us to accommodate tax exempt purchases of fuel. However, nothing in this Agreement shall allow even a tax exempt organization to exclude from its payments to us taxes included in your balance owed.

**34. Claims.** All claims for defective fuel, services, merchandise or maintenance must be made to the merchant operating the merchant location where such fuel, services, merchandise or maintenance was purchased (even if that merchant is Customer's). Any claim for defective fuel, services, merchandise or maintenance is waived by you unless made in writing to merchant, with a copy to us, within fifteen (15) days from the date of the purchase of the alleged defective fuel, services, merchandise or maintenance giving rise to the claim.

**35. WARRANTY DISCLAIMER.** WE DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL CARDS, ACCOUNTS, PRODUCTS, AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

**36. Safe Fueling Operation.** You must instruct all persons to whom you provide a Card for purchasing fuel in safe and proper fueling procedures. You must ensure that everyone using a Card issued on your Account is instructed in applicable safety measures and will comply with all applicable laws and safety notices.

**37. Maximum Lawful Rate.** Notwithstanding any other provision of this Agreement, in no event shall FleetCor require the payment or permit the collection of interest or other amounts in an amount or at a rate in excess of the amount or rate that is permitted by applicable law or in an amount or at a rate that would result in the receipt by the FleetCor of interest at a criminal rate, as the terms "interest" and "criminal rate" are defined under the *Criminal Code* (Canada). If from any circumstance whatever, fulfillment of any provision of this Agreement would result in exceeding the highest rate or amount permitted by applicable law for the collection or charging of interest, the obligation to be fulfilled shall be reduced to reflect the highest permitted rate or amount. If from any circumstance FleetCor shall ever receive anything of value as interest or deemed interest under this Agreement that would result in exceeding the highest lawful rate or amount of interest permitted by applicable law, the amount that would be excessive interest shall be applied to the reduction of the principal amount of the Account balance, and not to the payment of interest, or if the excessive interest exceeds the unpaid principal balance of the Account balance, the amount exceeding the unpaid balance shall, in our sole discretion, be refunded to the Customer or held by FleetCor as a prepayment of future amounts that may come due on the Account. In determining whether or not the interest paid or payable under any specified contingency exceeds the highest lawful rate, the Customer and FleetCor shall, to the maximum extent permitted by applicable law, (i) characterize any non-principal payment as an expense, fee or premium rather than as interest, (ii) exclude voluntary prepayments and their effects, (iii) amortize, prorate, allocate and spread the total amount of interest throughout the term of the Account balance so that interest does not exceed the maximum amount permitted by applicable law, and/or (iv) allocate interest between portions of the Account balance to the end that no portion shall bear interest at a rate greater than that permitted by applicable law. For the purposes of the *Criminal Code* (Canada), the effective annual rate of interest shall be determined in accordance with generally accepted actuarial practices and principles and if there is any dispute, the determination of a Fellow of the Canadian Institute of Actuaries appointed by FleetCor shall be conclusive.

**38. Limitation of Liability.** Operator and Issuing Bank shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Operator or Issuing Bank. OPERATOR AND ISSUING BANK WILL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, A GUARANTOR, CO-MAKER OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT IN A FINAL, NON-APPEALABLE AWARD FINDS OPERATOR OR ISSUING BANK LIABLE FOR ANY DIRECT DAMAGES, OPERATOR AND ISSUING BANK'S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO OPERATOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

**39. Indemnity.** The Customer agrees to hold OPERATOR and ISSUING BANK harmless from any and all liability resulting from (i) the use of the Cards or related services of OPERATOR or ISSUING BANK, by the Customer, its employees and/or agents; or (ii) the acts of any employees

or agents of the Customer, which acts shall include but are not limited to negligent or willful acts of such persons. For clarity, the Customer will not be required to indemnify OPERATOR for any losses arising from OPERATOR's breach of this Agreement.

**40. Miscellaneous.** (a) This Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable in such Province, without regard to the choice of law rules of such Province. (b) Failure to insist upon strict compliance with any of the terms or conditions of this Agreement shall not be deemed a waiver of such term or condition, nor shall waiver or relinquishment of any right or power hereunder at any time be deemed a subsequent waiver or relinquishment of such right or power. The Customer undertakes to execute all such documents, and do all such acts as may be required by Operator to give effect to this Agreement and its intended purposes. (c) This Agreement, including the exhibits, schedules or addenda attached hereto and made a part hereof, constitutes the entire agreement of the parties with respect to its subject matter; supersedes all prior agreements and understandings, oral or written, of the parties with respect to this subject matter; and except as expressly set forth herein, may only be modified by a writing signed by Operator and the Customer. (d) Any provision of this Agreement that by its nature is intended to survive termination of this Agreement shall so survive and shall remain enforceable after such termination. (e) The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement. (f) In case one or more of the provisions contained in this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired hereby. (g) No provision of this Agreement shall be construed in favor of, or against, any particular party by reason of any presumption with respect to the drafting of this Agreement; both parties, having fully participated in the negotiation of this Agreement, hereby agree that this Agreement shall not be subject to the principle that a contract would be construed against the party which drafted the same. (h) This Agreement is for the benefit of Operator, its successors and assigns, and may be assigned by Operator without the consent of the Customer. The Customer may not transfer or assign this Agreement without the prior written consent of Operator. (i) The Customer acknowledges and agrees that electronic records and signatures and facsimile copies of signatures shall have the full legal effect of writing. (j) Unless otherwise stated, any reference to dollars means Canadian dollars. (k) It is the express wish of the parties that this document and any related documents be drawn up and executed in English. *Les Parties aux présentes ont expressément demandé que ce document et tous les documents s'y rattachant soient rédigés et signés en anglais.*

**41. Assignment or Sale of Account.** We reserve the right to assign any or all of our rights and obligations under this Agreement to a third party. Customer may not transfer or assign this Agreement or the Account without prior consent from FleetCor.

**42. Government Regulation.** Federal law requires all financial institutions to obtain, verify and record information that identifies the Customer (and any person to whom the Customer provides a Card) as part of Operator's initial and on-going customer review process. Therefore, Operator and Issuing Bank require various identifying information about the Customer (including without limitation name, corporate address, telephone number, and name of each director) and any person to whom the Customer provides a Card (including without limitation name, address, telephone number and date of birth). The Customer consents to the storing and processing of such personal information in the United States of America and acknowledges that access to such personal information shall be subject to local, state and federal laws of the United States of America. The Customer represents, warrants and covenants to Operator that the Customer: (a) has obtained, and will maintain throughout the term of this Agreement, the full right and authority (including by way of any consents required under privacy law and other applicable law) for any (i) transfer of personal information from the Customer to Operator and Issuing Bank, including personal information about any persons to whom the Customer provides a Card; and (ii) any other collection, use, transfer, disclosure or other processing by Operator or Issuing Bank of such information for the purposes contemplated under this Agreement; (b) is not currently and shall not become subject to any law, regulation or list of any government agency (including, without limitation, any designated persons listing maintained by the Office of the Superintendent of Financial Institutions or the Department of Foreign Affairs and Trade with respect to: (i) the *United Nations Act*, (ii) the *Criminal Code*; or (iii) any regulations made under either (i) and (ii) related to the prevention of money laundering and terrorist financing) that prohibits Operator or Issuing Bank from making any advance or extension of credit to the Customer or from otherwise conducting business with the Customer; and (c) shall provide to Operator, MasterCard and Issuing Bank, when requested, documentary and other evidence of the Customer's identity or the identity of any person to whom the Customer provides a Card, as required for appropriate parties to comply with any applicable law or regulation, including, without limitation: (i) the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (ii) any regulations made thereunder; and (iii) Operator's or Issuing Bank's "Anti-Money Laundering & Terrorist Financing Compliance Manual for Canadian Business".

Ultramar is a registered trademark, used under license. MasterCard is a registered trademark of MasterCard International, Incorporated. The Ultramar MasterCard® Corporate Card is issued by National Bank of Canada, pursuant to license by MasterCard International, Incorporated. FleetCor is a trademark of FleetCor Technologies Operating Company, LLC.

# ULTRAMAR MASTERCARD CORPORATE CARD AGREEMENT

## Terms and Conditions (For Commercial/Business Use Only)

This Fleet MasterCard Agreement (this "Agreement") sets forth the terms and conditions for use of the Ultramar MasterCard® Corporate Card Cards (each a "Card" and collectively "Cards") and the account established in connection with the Cards ("Account") operated by FleetCor Commercial Card Management (Canada), Ltd. ("FleetCor"). FleetCor and its agents, suppliers and contractors are sometimes hereafter referred to collectively as "Operator", "us" or "we". **Execution of any application form referencing this Agreement and/or use of the Account and any of the Cards constitutes acceptance of this Agreement and any subsequent use following any future changes to this Agreement constitutes acceptance of any changes made to the terms and conditions of this Agreement.** "Customer" means the business for which the Account has been established (also referred to as "you" in this agreement).