

Account Application

Comdata® MasterCard® Corporate Fleet Card for Momentum Fleet Management Group



Account Information

Have you ever applied for a Comdata Account? ☐ Yes ☐ No Anticipated Weekly Spend

Billing Terms: Weekly Requested Total Credit Limit

Business Information

Company Name Ticker Symbol

Industry (Construction, Manufacturing, Transportation, Service)

Type of Company ☐ Private ☐ Public Business Structure ☐ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

Number of Employees

Corporation or LLC ☐

President Controller Incorporated in (year) State/Province

Annual Revenue \$ Currency Used ☐ U.S. ☐ Canadian In Business Since SIC Code

Present Owner Since # of Vehicles # of Drivers Tax ID/Social Security #

Contact Information

Primary Contact Street Address

City State Zip Code Motor Carrier # Country

Phone Number Ext. Fax Number Email

Financial Reference

Bank Years at Bank ABA Routing/Transit & Institution #

Bank Account # Contact Person

Phone Number Ext. Street Address

City State Zip Code Country

PLEASE READ CAREFULLY:

Comdata Network, Inc. ("Comdata") operates the Comdata MasterCard Card program and this Application is made to Comdata. By signing this Application, Applicant authorizes its banking references to release its credit history and credit information to Comdata for purpose of credit evaluation, and Applicant gives Comdata permission to obtain credit reports to check Applicant's credit standing both for this Application and for updates and renewals. If requested by Comdata, Applicant agrees to furnish additional financial information. All financial information will be kept confidential. This Application does not entitle Applicant to receive an extension of credit from Comdata. If approved, then Comdata will notify Applicant of its available credit limit and payment terms, and Applicant will not allow its unpaid account balance to exceed its credit limit. By signing this Application, Applicant acknowledges and agrees to the Comdata MasterCard Card Agreement attached to this Application, including, without limitation, its unconditional obligation to pay Comdata for all use of cards and the account each billing cycle, as well as all fees and costs associated with such cards and account. The account is not a revolving credit account and may only be used for commercial purposes. By signing below, the individual affirms that all information stated in this Application is true and correct to the best of his/her knowledge and that he/she is duly authorized to enter into this relationship on behalf of Applicant.

Signature _____ Date _____

Name (Printed) _____ Title _____

PLEASE READ CAREFULLY:

Personal Guaranty-Required for: Corporations Less Than Three Years Old or Less Than \$5 Million in Annual Sales and All Sole Proprietorships, Partnerships and LLCs

In consideration of credit to be given to Applicant if this Application is approved, each undersigned principal owner of Applicant (hereafter "Guarantor") unconditionally and irrevocably guarantees the full and prompt payment and performance when due of all obligations of the Applicant now or hereafter owing to Comdata and its successors and assigns. Guarantor's liability is unlimited and includes all costs of collection and reasonable counsel fees. This is a guaranty of payment, and Guarantor agrees to pay, upon demand, all sums and obligations then owing by the Applicant, without any obligation of Comdata to first resort to or exhaust its remedies against the Applicant or any other guarantor or any collateral. Guarantor waives notice of acceptance, diligence, presentment, demand, notices of dishonor, default, protest and all other notices or demands regarding the Comdata account and this guaranty. The Guarantor further waives any and all defenses the Guarantor might have by reason of any extension of time given to the Applicant, or the acceptance by Comdata of other security, guarantees, or collateral release or modifications made with respect to the Applicant's indebtedness. This guaranty shall not be affected by the amount of credit extended under the Comdata account or by any change in the form of said indebtedness, nor by an extension or renewal of said indebtedness. Guarantor hereby subordinates in favor of Comdata any right of subrogation and all other obligations of Applicant to Guarantor. This is a continuing guaranty and shall continue in full force and effect until terminated and all amounts owing by the Applicant for which Guarantor is liable have been indefeasibly paid in full. If any provision of this Guaranty is held to be illegal, invalid or unenforceable it shall not affect any other provision hereof. This Guaranty shall be governed by the laws of the State of Tennessee. This Guaranty will be relied upon by Comdata in making the credit decision on Applicant and is a condition of the extension of credit to the Applicant. Guarantor hereby authorizes Comdata to obtain a consumer credit report and other information (including, without limitation, criminal background checks) of Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If this Application is denied based on such information, Guarantor authorizes Comdata to report the reason for the denial to Applicant.

Guarantor (Principal Owner 1): % Ownership

Signature (Guarantor) _____ Print Name (Guarantor) _____ DOB (MM/DD/YYYY) _____

Guarantor Home Address _____ City _____ State / Prov. _____ Zip / Postal Code _____

Social Security / Insurance # _____ Driver's License # and State _____

() _____
Home Phone

Guarantor (Principal Owner 2): % Ownership

Signature (Guarantor) _____ Print Name (Guarantor) _____ DOB (MM/DD/YYYY) _____

Guarantor Home Address _____ City _____ State / Prov. _____ Zip / Postal Code _____

Social Security / Insurance # _____ Driver's License # and State _____

() _____
Home Phone

Fax this application to (866) 523-8040

Attach a copy of a voided check

If this Application is approved by Comdata, then a specific credit limit will be assigned based upon Applicant's credit report or credit report(s) of Applicant's owner(s).

Get Greater Control and Flexibility with Fleet Expenses

Manage your fleet more efficiently with the Comdata MasterCard® Corporate Fleet Card. Accepted at 500,000 fleet-related merchants in the United States, including over 167,000 fuel merchant locations, it gives you more power and greater control of your fleet expenses. A Comdata MasterCard program helps you control spending at the individual level by letting you set spending limits and track spending patterns such as grade of fuel, fueling frequency, time of fueling, or fuel location.

Spending Controls

Align card usage with company spending policies to ensure compliance company-wide.

- Control expenses with preset spending limits
- Set limits based on purchasing amounts, number of transactions, type of supplier and more
- Customize cards to employees' spending needs

Online Account Management

You have real-time control and reporting on all spending activity.

- Create and manage groups and subgroups and their spending activity
- Customize daily, dollar and transaction limits by user
- Block and unblock cards instantly
- Change purchasing authorization and spending limits in real-time
- Real-time reporting customized to your needs
- Authorize one-time and emergency purchases

Comdata MasterCard Card Agreement Terms and Conditions (for business use only)

This Agreement is made and entered into by and between Comdata Network, Inc. ("Comdata") and the Customer named above, relating to the establishment of an account with Comdata pursuant to the terms and conditions set forth herein.

1. Nature of Account and Card Use. Comdata will provide Customer with an account through the use of which Customer may access the financial information and other services provided for herein ("Account"). In connection with the Account, Comdata, in accordance with Customer's request, shall provide special MasterCard Corporate Cards® ("Cards"), which are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("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. 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 Comdata, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses either Comdata, the Issuing Bank or MasterCard pays 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. Comdata or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time. Accounts are subject to a one time set-up fee of \$75.00.

2. Credit Limit. Comdata will advise Customer of its available credit limit for the Account, as the same may be changed from time to time, and may require security for the performance of Customer's payment obligations. Customer shall not allow its unpaid balance, including fees and other charges on the Account, to exceed its credit limit. If Customer exceeds its credit limit, then Comdata may request immediate payment, suspend service, and charge additional service fees, including, without limitation, an over limit fee of \$50.00 and an Account reinstatement fee of \$15.00.

3. Payment Terms. (a) Customer shall be responsible for credit extended on the Account. The total amount shown on each Account statement is due and payable by the due date shown on the statement. This amount includes current transactions, applicable fees as set forth below, applicable service fees, amounts past due, late payment charges, charges for returned checks and other applicable charges. For international transactions, the transaction amount includes a MasterCard cross-border fee of 80 basis points and a MasterCard currency conversion assessment fee of 20 basis points. Customer agrees to pay a late payment charge on past due balances of \$75.00 or the maximum amount permitted by applicable law, whichever is less. Comdata reserves the right to charge a returned check fee of twenty dollars (\$20) or the maximum amount permitted under applicable law, whichever is less.

(b) In the event that Comdata engages the services of a collection agency or an attorney to preserve, protect, enforce or defend its rights under this Agreement or relating to use of the Cards, Customer agrees to pay all such costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

Comdata MasterCard Card Agreement Terms and Conditions (Continued)

4. Statements, Reporting and Maintenance. Billing statements and reports are available on-line. At Customer's request, Comdata will provide paper copies of billing statements and reports for a fee of \$20.00 per billing cycle. Customer understands and agrees that Comdata may filter data received from merchants from time to time as necessary to provide complete reporting information to Customer. Comdata will charge Customer an account maintenance fee of \$1.50 per transaction for performing any card maintenance transaction through a customer service representative that effects the status of a particular card and for credit limit or current day activity inquires by Customer.

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

6. Change of Terms; Termination. Comdata may change the terms of this Agreement at any time. Comdata will notify Customer of any changes. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may end this Agreement by notifying Comdata before the effective date of the change, returning all Cards to Comdata and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written or telephone notice to the other party.

7. Disputed Item. Customer must notify Comdata in writing 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, Comdata is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay Comdata and settle the dispute directly with the merchant. Comdata is not responsible if any merchant refuses to honor the Card.

8. 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, Comdata shall have the right to immediately suspend the Account until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then Comdata 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.

9. Lost or Stolen Cards. Customer agrees to notify Comdata immediately of any loss, theft or unauthorized use of the Account or of any Card. Except as set forth in this Section, Customer understands that it is liable for unauthorized use of the Account and Cards. Customer will not be liable for unauthorized charges that occur after Customer notifies Comdata of the loss, theft or possible unauthorized use of the Account or a Card issued to Customer.

10. Limitation of Liability. Comdata 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 Comdata. IN NO EVENT SHALL COMDATA BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER COMDATA WAS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. COMDATA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. Liability of Acts of Customers, Employees and Agents. Customer agrees to hold Comdata harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts of such persons.

12. Miscellaneous. This Agreement shall be governed by the laws of the State of Tennessee without regard to the choice of law rules of such state. Any action to enforce or interpret this Agreement shall be brought in the appropriate judicial forum located in Nashville, Davidson County, Tennessee, and Customer does hereby consent to such jurisdiction and waives any objections thereto. No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. This Agreement together with changes that may be in effect from time to time, constitutes the entire agreement of the parties relating to this subject matter. This Agreement is for the benefit of Comdata, its successors and assigns, and may be assigned by Comdata without the consent of the Customer. Customer may not transfer or assign this Agreement without the prior written consent of Comdata. Customer shall return the originally executed copy of this Agreement to Comdata as soon as possible. Notwithstanding the foregoing, Customer acknowledges and agrees that electronic records and signatures and facsimile copies of signatures shall have the full legal effect of a writing.

Apply today. For more information call Momentum Fleet Management Group at (877) 973-5338.

