

RTS™ TITAN FUEL CARD

# TERMS & CONDITIONS



PROGRAM LEVEL	GLOBAL DISCOUNT	FUEL TERMS	SHOP TERMS	OTHER PERKS***
<b>DIAMOND</b>	Retail Minus \$0.12 at PFJ branded and operated locations* Retail Minus \$0.02 at One9 locations**	2x per week, Net 1 Transition to Weekly, Net 1, after 60 days, pending credit review	Consolidated monthly billing Invoiced 1st of month following service, payment due on 15th	1 additional myRewards® loyalty point for fuel purchases at PFJ branded and operated locations 2 additional myRewards® loyalty points for fuel purchases at One9 locations
<b>SHAMROCK</b>	Retail Minus \$0.12 at PFJ branded and operated locations* Retail Minus \$0.02 at One9 locations**	2x per week, Net 1 Transition to weekly, Net 1, after first factoring funding	7 days from service	1 additional myRewards® loyalty point for fuel purchases at PFJ branded and operated locations 2 additional myRewards® loyalty points for fuel purchases at One9 locations

The above program level offerings will be available as of January 1, 2021 to new and existing customer who wish to transition to these revised program levels. Certain legacy program levels and their related discounts and terms will no longer be offered to new customers as of January 1, 2021; information contained herein regarding those legacy program levels shall only pertain to then-current customers who remain active on those program levels.<sup>1</sup>

LEGACY PROGRAM LEVELS					
PROGRAM LEVEL	CREDIT REVIEW	GLOBAL DISCOUNT	FUEL TERMS	SHOP TERMS	OTHER PERKS***
<b>DIAMOND</b>	Per credit review including FICO score <i>Or current RTS customer conversion</i>	Retail Minus \$0.14	Weekly	Consolidated monthly billing Invoiced 1st of month following service, payment due on 15th	Eligible for location specific discounts
<b>PLATINUM</b>	Per credit review including FICO score	Retail Minus \$0.12	2x per month	Consolidated monthly billing Invoiced 1st of month following service, payment due on 15th	Eligible for location specific discounts
<b>GOLD</b>	Per credit review including FICO score	Retail Minus \$0.12	2x per week Transition to weekly after 60 days, pending credit review	7 days from service	N/A
<b>SILVER</b>	Per credit review including FICO score	Retail Minus \$0.10	3x per week	7 days from service	N/A
<b>BRONZE</b>	Per credit review including FICO score	Retail Minus \$0.05	2x per week	7 days from service	N/A
<b>EMERALD</b>	RTS Financial factoring clients only	Retail Minus \$0.14	N/A	N/A	Factoring funds used to prefund card Eligible for location specific discounts
<b>SHAMROCK</b>	RTS Financial factoring clients only	Retail Minus \$0.12	2x per week	7 days from service	Eligible for location specific discounts
<b>BLUE</b>	Per credit review including FICO score <i>Or current RTS customer conversion</i>	Retail Minus \$0.05	Weekly	N/A	N/A

*\*Global discounts are available only at Pilot or Flying J branded locations, which are owned and operated travel centers within the U.S. Please note that PFJ cannot guarantee global discounts at its Licensed locations, or those locations operated under a different brand name. Global discounts are not available at any Canadian Flying J locations.*

*\*\*One9 Fuel Network discounts are available at all One9 Fuel Network locations within the U.S. Locations can be found here: <https://one9fuelnetwork.com/>.*

*Customer understands and agrees that the discounts listed above are introductory in nature, and that PFJ will regularly update and adjust any offered discounts and may offer site-specific location discounting. Customer understands and agrees that PFJ has the right to change any offered discount, at any time, with or without prior notice, and on a continuous basis for any or all locations. Any changes to offered discounts will be communicated daily by PFJ to RTS, which will be valid for the day the daily discounted price is dated. RTS will communicate the available discounts to Customer either verbally, in writing, or via the RTS Pro mobile app, and RTS will update the offered discounts for Customer pursuant to and consistent with the pricing notifications from PFJ.*

*\*\*\*myRewards® terms and conditions apply to any special point offerings.*

ADD-ON SERVICE: Customer may apply for separate credit and direct billing for services and products offered by Southern Tire Mart at Pilot LLC or Southern Tire Mart, LLC (collectively, "STMP") through their locations and offerings. If approved, Customer may be provided separate credit terms and payment terms and will be invoiced separately for these purchases by STMP. Any purchases made from STMP shall be subject to the separate STMP Terms and Conditions set forth in the credit application.

**USE OF YOUR RTS CARRIER SERVICES TITAN FUEL CARD IS SUBJECT TO, AND ACKNOWLEDGES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS, AS AMENDED.**

**Definitions.** The below words have the following meanings:

**"Account(s)"** means the card credit line extended to Customer by Issuer. An Account may be evidenced by a plastic Card or an account number.

**"Account User"** means Customer or any other entity or individual authorized by Customer to use Account or Cards.

**"Business Day"** means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

**"Card"** means a card or other approved payment device provided by Issuer which is used to access Customer's Account.

**"Controls"** are a set of authorization tools designed to assist Customer with managing purchases.

**"Customer"** is the customer entity who has applied for and been approved for the Titan Fuel Card.

**"DIN", "DID" or "PIN"** means the identification number associated with an Account User or Card.

**"Issuer"** shall collectively reference PFJ and RTS, except to the extent that any credit is provided to Customer under this Card, which shall be exclusively provided by PFJ.

**"PFJ"** shall mean and collectively reference Pilot and SFJ.

**"Pilot"** shall mean **Pilot Travel Centers LLC**.

**"Prepaid Account"** means part of the Emerald Program Account whereby Customer may authorize RTS to send funds in the amount designated by Customer to PFJ in advance of any purchases.

**"RTS"** shall mean **RTS Carrier Services, Inc.**

**"SFJ"** shall mean SFJ Inc.

**"Transaction"** means the use of a Card or Account to buy goods or services at accepting merchants.

**"Unauthorized Transaction"** means a Transaction made on a Card or Account by any person or entity other than an Account User.

**1. Program Levels.** The Titan Fuel Card program levels or tiers, as set forth in the chart above, and all associated prerequisites, conditions, discounts, and benefits are subject to change at the sole discretion of PFJ and RTS. Customer will be given prior written notice if it is being moved from one program tier/level to another program tier/level. Any changes to Customer's approved global or site-specific discounts within Customer's set program level or tier will be communicated to Customer through RTS's RTS Pro mobile app.

**2. Credit Limits and Accounts.**

**3.1. Credit Accounts (Diamond, Platinum, Gold and Silver Program Accounts).**

3.1.1. PFJ may in its sole discretion extend credit through this program to Customer after a complete and accurate application has been completed. Issuer may at any time, investigate the financial condition of Customer or, as applicable, its subsidiaries and affiliates. If requested, Customer agrees to furnish Issuer copies of its financial statements, or other financial information as soon as available. Financial statements shall have been prepared in accordance with generally accepted accounting principles, consistently applied and shall be in accordance with the books and records of Customer. Failure to present requested financial information may result in the termination of Customer's use of the Titan Fuel Card.

3.1.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the welcome letter and terms confirmation. Customer agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Customer at any time without prior notice, particularly in instances of suspected fraud, non-payment, or a deterioration in the Customer's financial condition. Issuer will use its commercially reasonable efforts to provide advance notice of any changes to the credit limit; provided however, Customer agrees to notify Issuer

immediately upon any change in Issuer's information including notice provisions. If Issuer permits or has previously permitted Customer to exceed its credit limit, it does not mean that Issuer will permit Customer to exceed its credit limit again.

**3.2. Prepaid Accounts (Emerald, Shamrock Program Accounts).**

3.2.1. Issuer, in its discretion may establish certain prepaid accounts to qualified applicants Any prepaid accounts created for Customer shall be nontransferable and may be canceled, suspended or revoked by Issuer at any time without prior notice, subject to applicable law. No interest will be paid on funds held in a prepaid account.

3.2.2. Customer is responsible for the use of the Prepaid Account according to the terms and conditions of this Agreement. Customer may not use their Account to make recurring payments from the Prepaid Account.

3.2.3. Each time Customer uses the Prepaid Account, Issuer will reduce the Prepaid Amount by the amount of the Transaction and any applicable fees. Customer may not, at any time, make a Transaction that will exceed the Prepaid Amount. If Customer does, Customer is fully liable to Issuer for the amount of the Transaction and any applicable fees. If Issuer permits or has previously permitted Customer to exceed its prepaid limit, it does not mean that Issuer will permit Customer to exceed such limit again. All fees Customer owes Issuer will be debited from the Prepaid Account. Issuer has the right to offset against the Prepaid Amount any indebtedness Customer owes to Issuer. Issuer is not liable for any dishonored Transaction entry that results. If Customer authorizes a Transaction and then fails to complete the purchase as planned, the approval may result in a hold for that amount of funds for up to seven calendar (7) days.

3.2.4. Customer may add funds to the Prepaid Account, called "value loading", at any time by wire, or third-party certified check. ACH value load amounts will be held for up to 3 business days to ensure funds clear before being accessible by Customer or Account Users. The minimum amount of the initial value load is \$500.00. There is currently no minimum amount for each subsequent load. The maximum amount of the initial value load is \$999,999. The maximum amount of each value reload is \$999,999. The maximum number of times Customer may load a Prepaid Account per day is three (3).

3.2.5. Issuer reserves the right to deduct funds from the Prepaid Amount in order to correct a previous error, and Customer authorizes Issuer to share information as necessary with any funding entity in connection with resolving any errors or overpayments and, if applicable, to accept instructions from the Customer to add or deduct funds from the Prepaid Account and, in the case of deductions, to return those funds to the Customer.

3.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Account's limit. Customer shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. For a credit Account, nothing contained in this Agreement prevents Customer or an Account User from requesting an increase or decrease of the credit limit.

3.4. Customer shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning PFJ's customer service department or through PFJ's fleet card website. Customer remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer's behalf. Unless and until Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account.

3.5. During this Agreement, in addition to its initial application, Customer hereby authorizes Issuer to check its credit references, credit history, and other business information as needed, in order to service Customer's account or manage Customer's relationship with Issuer. To the extent permissible under applicable law, Customer consents to providing PFJ a secured interest in Customer's tangible assets, including but not limited to, Customer's trucks, trailers, equipment, accounts receivable, and the like. Customer consents to PFJ filing a UCC-1 lien on any of Customer's assets whenever and wherever the assets are located within the United States. Customer also agrees to promptly provide Issuer with adequate assurances if Issuer has concern over Customer's ability to honor the terms of this Agreement. Said assurances may include, but are not limited to: (a) a UCC-1 lien on any of Customer's assets located within the United States; (b) a personal guarantee from a third party which Issuer, in its sole discretion, approves; (c) escrow of funds or (d) execution of a Letter of Credit or similar document under applicable law.

3.6. Customer agrees that Issuer is a critical vendor and that the supply of fuel pursuant to this Agreement is critical to Customer's day-to-day operations. Issuer's critical vendor status shall survive the termination of this Agreement as it pertains to fuel sold to Customer pursuant to this Agreement or otherwise.

3.7. Customer is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and Customer shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Customer agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Customer assumes all risk if Customer chooses to leave a Card at a merchant for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card. Customer agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Customer is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.

**3.8. Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes.** Customer shall adopt internal policies and controls to ensure that the Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, alcohol, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Customer agrees that Customer's use of Cards is deemed acceptance by Customer of these Terms and Conditions. All Cards provided remain the property of Issuer and shall be destroyed upon our request.

3.9. Cards will only be accepted at participating Pilot and Flying J travel center locations.

3.10. Customer may use Cards to purchase dyed special fuel. **Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use.** Customer understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer. Customer agrees to indemnify and hold Issuer harmless for any and all fines, fees, penalties or damages Issuer may suffer due to Customer's misuse of dyed special fuel purchases.

**3. Controls.** Customer may request that Controls be applied to its Account(s).

4.1. Customer is responsible for all transactions made by its current and former employees, contractors, affiliates, subsidiaries, or subcontractors who run Transactions on the Cards or using Customer's account number. It is Customer's responsibility to monitor all Card and Account activity.

4.2. PFJ offers several Controls and security features on the Titan Fuel Card including, but not limited to, secure prompts, product restrictions, daily limits, and

location restrictions. Certain default Controls are assigned upon Card issuance. Customer should review any additional information related to Controls that is provided, and Customer shall enable all available Controls provided by Issuer. Issuer is not responsible for the prudence of any Control level selected by Customer. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Customer remains responsible for payment in full of Transactions which fall outside of the Control parameters selected if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Customer's liability for Unauthorized Transactions. Excluding instances of gross negligence or willful misconduct by Issuer, Customer shall assume all responsibility for any and all Unauthorized Transactions.

4.3. PFJ may, in its sole discretion, at any time, without prior notice modify Controls for the purpose of, among others, aiding in the prevention of suspected fraudulent activity. PFJ will notify Customer after any modification is made. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

**4. Additional Product Features & Fees.**

5.1. PFJ may establish a limit on the total percentage of your credit line that may be withdrawn at participating Pilot or Flying J travel center locations as a cash advance either directly from the card, or through Customer's account with Issuer. Customer understands and agrees that if an Account User receives a cash advance in connection with a transaction on the Account, Issuer may charge Customer an additional processing fee per cash advance transaction.

5.2. Customer agrees that if Cat Scale charges are added to the Account, Issuer may charge Customer an additional processing fee per Cat Scale transaction.

5.3. Should any transfer, check, or other payment from Customer be returned to Issuer, Customer agrees that it will be charged a \$50.00 processing fee for each payment returned to Customer for insufficient funds or for any other reason which would cause the funds to be unavailable to Issuer.

5.4. Issuer may charge a \$5.00 fee per request to replace lost or missing receipts.

5.5. Other products which are not directly related to the use of your Account may be selected. Terms related to those products and features shall be set forth in any enrollment forms as you select such products as an addendum to this Agreement.

**5. Payment Promise.**

6.1. Customer agrees to pay and/or perform (i) fees listed on the attached fee schedule; (ii) all amounts payable for Transactions on each Card or Account; (iii) all obligations, covenants, and warranties in this Agreement.

6.2. Payment is due in full within the pay period set forth within your Welcome and Terms Confirmation Letter ("Payment Period") and as stated on your invoice. Your billing cycle will be set according to your program tier level. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date. **Accounts not paid in full by agreed to terms (including late charges) will automatically be placed on hold until the outstanding balance is paid in full.** Reactivation of your account will be at Issuer's discretion. Issuer reserves the right to request additional security or to alter the terms of this Agreement if your account has any delinquencies.

6.3. In the event of delinquent payments in a payment period, Customer will forfeit any discounts or rebates in the Terms Confirmation and Welcome Letter that Issuer had agreed to give Customer for any purchase made by Customer during the applicable payment period(s) and for all purchases made by Customer after Issuer's notice of termination of this Agreement (i.e., Customer will pay full retail prices on purchases made during the period of non-payment and after such termination.)

6.4. Customer's program tier level may be changed, and Customer may be required to make payments more frequently, or Customer may elect a shorter billing or payment cycle.

6.5. Each Guarantor signing the credit application and/or this Agreement, unconditionally, jointly, and severally guarantees the full and prompt payment of all amounts due and owing at any time in connection with this Agreement. Guarantor hereby waives claims and defenses based on principles of suretyship or other applicable law as a guarantor. Each Guarantor agrees to comply with the notification procedures regarding disputes, lost or stolen Card and unauthorized use of Cards. Neither Issuer shall be responsible for the acts or omissions of the other Issuer.

**6. Late Fees.** If Customer's timely payment is not received within the Payment Period, Customer's account shall be considered delinquent and the account will be subject to late charges at the rate of twenty percent (20%) per annum or the highest rate allowed under applicable law, whichever is lower, retroactive to date of the unpaid invoice or invoices, or any portions thereof remaining unpaid. Issuer will begin to assess late fees on the first day following the date a payment is due and is not posted to the Account by the end of the Business Day. The late fee will apply to all past due amounts.

**7. Application of Payments and Early Payments.** Payments will be applied first to unpaid late fees and then to any unpaid balances. In addition to any other rights now or hereafter granted under applicable law, Issuer may, without notice, set off and apply any and all monies, and any and all other indebtedness at any time held by Issuer to or for Customer's credit or account, against or on account of any indebtedness owed by Customer to Issuer or any of Customer's other obligations and liability to Issuer, howsoever arising. Customer or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

**8. Disputed Amounts.** If Customer believes an invoice contains information that is incorrect, it must bring the discrepancy to Issuer's attention **in writing** within the Payment Period or timely pay the invoice in full. If Customer does bring a discrepancy to Issuer's attention in writing within the Payment Period, Customer must pay Issuer the undisputed portion of the invoice within the Payment Period. All discrepancies or disputes of charges must be sent in writing to Issuer within **sixty (60) days** from the billing date or they will be considered final and binding and unconditionally waived by Customer. The dispute should detail Customer's name and account number, the specific transactions and total dollar amount of the dispute, as well as a description or possible explanation of the error. Customer may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction; (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Customer does not believe it is liable for that amount.

**9. Notice of Loss, Theft or Unauthorized Use.** In the event that Customer or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Customer would like to terminate an Account User, Issuer must be immediately notified by calling 865-588-0146. **Until notified, Issuer will assume any and all account usage is authorized by the Account User, and Customer will be liable for any and all charges.**

**10. Unauthorized Use and Unauthorized Transactions.**

11.1. Excluding instances of gross negligence or willful misconduct by Issuer, Customer shall assume all responsibility and be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur including, but not limited to, the following: (i) a Card is lost or stolen and Customer does not give immediate notice to Issuer as provided in Section 10 of this Agreement; (ii) such use or suspected use occurs as a result of the Customer's lack of reasonable security precautions and Controls surrounding the Cards or Accounts as more fully described in Section 3 of this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Customer or Account User. Misuse as defined by internal Customer policy by an Account User or other employee does not constitute unauthorized use or an Unauthorized Transaction.

**11. Default.**

12.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Customer to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, other than an event of nonpayment by Customer, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Customer under any other agreement between Customer and Issuer.

12.2. If Customer Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection. Issuer may, in its sole discretion: (i) immediately suspend all services and obligations; (ii) shorten the billing cycle; or (iii) change the payment terms with or without notice to Customer. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

**12. Term and Termination.**

13.1. This Agreement is effective upon acceptance of the application for an Account by Issuer unless terminated by either party with thirty (30) days advance written notice. Upon termination Customer is still obligated to pay for all Transactions made prior to the effective date of the termination and shall return to Issuer, or provide verification of the destruction of all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

13.2. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement.

**14. Force Majeure.**

14.1. In no event shall either party be liable to the other party (except for payment of money on outstanding amounts on the Account) for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence including, but not limited to the following: Acts of God; acts of the public enemy; civil disturbance; war; acts of the United States of America or any state, territory or political division of the United States of America; fires; floods; natural disasters; pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively "force majeure"). A party's failure to perform its obligations under this Agreement due to force majeure events will not be considered breach or Default if the party has made its best efforts to: (i) comply with its obligations; (ii) avoid an interruption of its performance; and (iii) resume its performance.

14.2. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

**15. Assignment and Amendment.**

15.1. Customer may not assign this Agreement or any interest, payment, or rights under this Agreement for any reason, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and its obligations, transfer any right, or delegate any duty of performance under this credit Agreement without further notice. The person or entity(ies) to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

15.2. **Issuer may amend any part of these Terms and Conditions at any time, with or without notice, in accordance with applicable law. These Terms and Conditions, and any amendments thereto, can be accessed by Customer at any time at the following web address: <https://www.pilotflying.com/titan-fuel-card-terms-and-conditions/>.**

**16. Covenants.**

16.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties. Customer agrees to provide any evidence of corporate (or other organizational) existence and authorization that Issuer may reasonably request, in its sole discretion. Failure of Issuer to request evidence of corporate (or organizational) existence may not be used against Issuer.

16.2. For Issuer's continued compliance with banking and credit underwriting standards, Customer will provide Issuer with advance written notice of: (i) any change in Customer's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Customer's assets; or (iii) any change of control of Customer as well as if an employee of Customer that has provided a guaranty of payment has terminated their relationship with Customer. Issuer reserves the right to make any necessary modifications to the Account terms based upon changes made by Customer as referenced above.

16.3. As part of Issuer's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Customer consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

17. **Severability and Waiver.** If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a waiver of those rights or any other rights for any other purpose.

18. **Waiver of Jury Trial, Service of Process and Class Action Rights.** CUSTOMER HEREBY WAIVES AND RIGHT THAT IT HAS TO HAVE ANY DISPUTE RELATING TO THIS AGREEMENT, CUSTOMER'S APPLICATION FOR CREDIT, OR ANY RELATED DOCUMENTS, HEARD BY A JURY. ANY CLAIM BROUGHT BY CUSTOMER AGAINST ISSUER MUST BE BROUGHT IN THE CUSTOMER'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). CUSTOMER EXPRESSLY WAIVES ANY ABILITY TO MAINTAIN OR PARTICIPATE IN ANY CLASS ACTION

IN ANY FORUM. Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement and agrees that service may be made by certified mail to the last known address in Issuer's records.

**19. Attorneys' Fees & Costs.** Customer shall be liable to Issuer for any and all attorneys' fees and costs incurred by Issuer to enforce this Agreement.

**20. Indemnity.** CUSTOMER AGREES TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND ISSUER, ITS MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS, AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION ARISING OUT OF, IN WHOLE OR IN PART, CUSTOMER OR ITS EMPLOYEES' BREACH OF ANY TERM OF THIS AGREEMENT, OR ANY ACT OR OMISSION IN THE PERFORMANCE OF THIS AGREEMENT, OR WHILE SAID EMPLOYEES OR AGENTS ARE FOUND ON PILOT OR FLYING J TRAVEL CENTER PROPERTY(IES).

**21. Disclaimers and Limitations.**

21.1. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability under this Agreement shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Customer to Issuer under this Agreement prior to the date when any claim is made against Issuer; plus (ii) all other revenue earned by Issuer (as the Card issuer and specifically excluding all fueling or other product purchases made at or from any Pilot or Flying J travel center location or STMP Truck Care service provider) for all Transactions made in the 12 months prior to the date of any claim made against Issuer. IN NO EVENT WILL ISSUER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES AND, ANY RIGHT OR CLAIM TO EITHER IS EXPRESSLY AND UNCONDITIONALLY WAIVED.

21.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

21.3. Customer acknowledges and agrees that Issuer is not liable to Customer for any loss, liability or damages Customer suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Issuer has expressly agreed in writing to undertake for Customer.

**22. Applicable and Conflicting Law.**

22.1. This Agreement is governed by and construed in accordance with federal law and the laws of the State of Tennessee (without reference to choice of law rules). Each party waives any objection to venue and any objection based on forum non conveniens in any such court.

22.2 Changes in Law. In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program, Issuer may seek to re-negotiate the terms, including but not limited to, the financial terms, of this Agreement. The Customer shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Customer.

22.3. If either party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected party shall give the other party prompt written notice of the noncompliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected party is unable to perform due to the notice given by the state or federal regulatory body.

**23. Notices.** Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, certified, return receipt requested, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time or upon the following Business Day after mailing through a reputable overnight courier. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address to the other party normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

**24. Confidentiality.** All information furnished by either party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other party only in connection with this Agreement), except to the extent that the information: (i) is already lawfully known when received; (ii) becomes lawfully obtainable from other sources; (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; or (iv) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. Notwithstanding the foregoing, nothing in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of Issuer's Card program, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

**24.1. Affiliate Sharing of Information.**

**ATTENTION:** RTS is providing this notice. Your information may be communicated among persons or companies related to RTS by common ownership or affiliation for purposes of making solicitations for marketing purposes.

Federal law gives you the right to limit some but not all marketing from our affiliates. Federal law also requires us to give you this notice to tell you about your choice to limit marketing from our affiliates. You may limit our affiliate, such as our business, finance, fuel, credit, software, and other affiliates providing solutions to the transportation and related industries, from marketing their products or services to you based on your personal information that we collect and share with them. This information includes your tier level and a certain range that your credit score falls under for purposes of assigning your tier level. Your choice to limit marketing offers from our affiliates will apply until you tell us to change your choice. If you have already made a choice to limit marketing offers from our affiliates, you do not need to act again until you receive the renewal notice.

To limit marketing offers, contact us by phone: (877) 577-7944, or by sending a letter to the following address noting that you do not want our affiliates to use your personal information to market to you:  
RTS Carrier Services, Inc.

Attn: Legal Department  
9300 Metcalf Avenue  
Overland Park, KS 66212

**25. Pilot Receivable LLC.** Pilot Receivables LLC is a wholly owned subsidiary of Pilot Travel Centers LLC. Any payments received or processed by or through Pilot Receivables LLC will be credited to Customer's Account hereunder and shall be considered a valid and binding payment under this Agreement.

**26. Relationship of the Parties.** Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Issuer and Customer. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

**27. Headings.** These headings contained in these Terms and Conditions are for convenience of reference only and shall not affect the interpretation or meaning of this Agreement.

**28. Compliance with Applicable Laws:**

**28.1 Customer Identification Compliance.** Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each Customer or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Customer and/or Account Users.

**28.2 Data Privacy and Business Continuity.** Issuer is subject to certain laws governing the protection of Customer's information and the information of their employees and Account Users using the Program. As such, Issuer shall provide its credit services to Customer in accordance with applicable laws and standards to protect and keep confidential such information. In doing so, Issuer shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the information being held by Issuer.

**29. International Use of Cards/Currency Conversion.**

**29.1.** Cards are issued for use in the United States. Customer may not distribute Cards to employees based in countries other than the United States unless otherwise agreed to by Issuer in writing. Should cards be used at affiliated locations in Canada, Customer understands and agrees that any global discounts are not applicable, and all such transactions will be billed at the posted retail price. If Cards are used in Canada, Customer will: (i) be billed in CAD; (ii) all fuel purchased will be noted in litres; and (iii) will receive reporting in English.

**29.2.** If applicable, the exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

**30. Entire Agreement.** These Terms and Conditions, Customer's Application, and the Terms Confirmation Welcome Letter, which are incorporated fully as if set forth verbatim herein, constitute the entire agreement with respect to the billing arrangement between Customer and Issuer and supersedes any previous oral or written agreements.

**31. Express Authorization to Share Information.** By agreeing to these Terms and Conditions, you are expressly authorizing RTS to share information about the underlying company, individual and related credit score(s) with PFJ and affiliates of RTS. This includes, but is not limited to, information indicating the range your credit score falls into for purposes of the tier level, banking, billing, and fleet information for purposes of utilizing such information to offer you additional goods and services.

**32. FOR QUEBEC RESIDENTS:** Customer and SFJ hereby acknowledge that for all Quebec residents, this document has been drafted in the English language only, at Customer's request. In addition, the parties agree that all invoices sent pursuant to this agreement shall be in English and agree to waive any requirement, defense, law or ordinance that the invoices generated pursuant to this agreement must be in French. Le client et les SFJ reconnaissent par ceci cela pour tous les résidents du Québec, ce document a été rédigé dans l'anglais seulement, à la demande du client. En outre, les parties conviennent que toutes les factures envoyées conformément à cet accord seront en anglais et accepteront d'écarter n'importe quelle condition, défense, loi ou ordonnance qui les factures produites conformément à cet accord doivent être en français.

**ADDENDUM A TO TITAN FUEL CARD TERMS AND CONDITIONS**

Effective January 1, 2021, all new and existing Titan customers that purchase fuel at Pilot locations will be eligible for the following additional benefits, which are currently offered to Axle Fuel Card™ customers. The Axle Fuel Card™ terms and conditions affecting the Axle Fuel Card rewards are subject to change from time to time in Pilot's sole discretion. These terms and conditions, and any updates thereto, can be accessed by Customer at any time at the following web address: <https://pilotflyingj.com/Axle-Fuel-Card-credit-programs-terms-and-conditions>; Paragraph 27 of the Axle Fuel Card terms and conditions, as amended, will govern over this Addendum A.

**27. Axle Fuel Card Rewards<sup>2</sup>**

**27.2 Money Back Offering.** Effective May 1, 2020, every Customer is eligible to receive a \$100 statement credit on its Account per truck if, during a six (6) consecutive calendar months period, Customer both (a) timely pays in full each invoice (on or before the due date), and (b) fuels at least ninety percent (90%) of its total available gallons using the Axle Fuel Card at the Locations each month.

**27.2.1 Calculation of 6 Month Period.** The six (6) consecutive calendar month period shall be a rolling six (6) month period beginning on May 1, 2020, for all Accounts in existence as of that date (i.e., first eligible statement credit would be November 2020), and for new Customer Accounts created after May 1, 2020, the calculation of six (6) consecutive calendar months shall start the first day of the next calendar month following the Account set-up date. No payments made or gallons purchased during a partial month will be counted. Should a Customer fail to make any timely payment and/or fuel 90% of available gallons in any given calendar month, the six (6) month consecutive period will reset to zero (0) and restart on the first day of the following calendar month.

**27.2.2. On-Time Payments.** Payments must be received by PFJ on or before the due date stated on Customer's invoice. Payment shall be made in the method agreed upon between Customer and PFJ for the Account. Any payment received after the stated due date will be deemed late and will restart the six (6) consecutive calendar month period as stated above. Any timely payments received that are returned for insufficient funds or any other reason wherein the full amount of funds owed are unavailable to PFJ shall also be deemed late and will restart the six (6) consecutive calendar month period as stated above. Partial payments that are timely made do not qualify unless the full amount owed is received by PFJ on or before the due date. To qualify for the money back offering, each and every payment must be made in full and received timely for a period of six (6) full consecutive calendar months.

27.2.3. Total Available Gallons. Customer's total available gallons for each month shall be calculated as follows: number of trucks in Customer's fleet times 1,200 gallons (# of trucks x 1,200 = Total Available Gallons) ("Total Available Gallons"). In addition to the On-Time Payments set forth in 27.2.2, to qualify for the money back offering, Customer must also fuel at least 90% of its Total Available Gallons at the Locations using the Axle Fuel Card each month for six (6) consecutive calendar months. If Customer has two or more Accounts, the truck count will be cumulative for purposes of calculating Total Available Gallons. It is Customer's sole responsibility and obligation to update its truck count through contacting its designated PFJ representative if Customer should remove or add a truck to its fleet. Customer's truck count will be used on a look-back basis (i.e., Customer's truck count on 6/1/2020 will be used to calculate Customer's Total Available Gallons for the month of May 2020). Customer can review its truck count status in the Customer Portal.

27.2.4 Multiple Accounts. If a Customer has two or more Accounts that are both created after May 1, 2020, the six (6) consecutive calendar months would run based on the first Account's creation date. If a Customer has two or more Accounts, Customer must meet the On-Time Payment obligations and fuel 90% of Total Available Gallons on each Account for the requisite six (6) month consecutive calendar month period to qualify for the money back offering. The statement credit will be applied to one Account of Customer's choosing based on the total cumulative truck count across all Accounts.

**27.3 Diesel Exhaust Fluid ("DEF") Dosing Money Back Offering.** Effective May 1, 2020, every Customer is eligible to receive a monthly statement credit of \$0.02 per DEF gallon purchased in the prior month if Customer has purchased DEF gallons in an amount equal to at least three percent (3%) of all commercial diesel gallons purchased by Customer on its Account during the prior month. (e.g., If Customer purchases 10,000 gallons of commercial diesel fuel in the calendar month of May, Customer must also have purchased 300 gallons of DEF in the month of May to qualify for and receive a statement credit of \$0.02 per DEF gallon purchased). Additionally, to receive a statement credit for DEF Dosing, any amounts due and owing to PFJ on Customer's Account must be paid timely and in full by Customer. No statement credit will be owed by PFJ for Accounts that are delinquent and/or not in good standing. Any statement credit earned will be applied in the month following the qualifying purchases (e.g., If Customer meets the 3% DEF Dosing threshold for May, the Customer will receive a statement credit in June).

<sup>2</sup>For avoidance of doubt, only the Money Back Offering and the DEF Dosing Money Back Offering are available to Titan and Shamrock level Titan Fuel Card customers.