

**AXLE FUEL CARD™**

# TERMS & CONDITIONS



## TERMS AND CONDITIONS OF AXLE FUEL CARD CREDIT PROGRAM<sup>1</sup>

In conjunction with the Axle Fuel Card Application (formerly the Fleet Card Application), the following terms and conditions ("Terms and Conditions") create a binding agreement ("Agreement") between PFJ, Customer, and Signer. These Terms and Conditions apply to the purchase of fuel and other items and services by Customer using the Axle Fuel Card at the Locations. **USE OF YOUR AXLE FUEL CARD IS SUBJECT TO, AND ACKNOWLEDGES YOUR ACCEPTANCE OF, THESE TERMS AND CONDITIONS, AS MAY BE AMENDED FROM TIME TO TIME AS SET FORTH HEREIN. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME IN PFJ'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-program-terms-and-conditions>**

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

**"Account(s)"** means the credit extended to Customer by PFJ. 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.

**"Axle Fuel Card"** references both a physical fleet credit card, as well as a virtual fleet credit card, used by the Customer to make charges on Customer's Account at the Locations.

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

**"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 an Account with PFJ.

**"Fleet Card"** references both a physical fleet credit card, as well as a virtual fleet credit card, used by the Customer to make charges on Customer's Account at the Locations. Effective May 1, 2020, the Fleet Card has been rebranded and is now known as the Axle Fuel Card.

**"Locations"** shall include all U.S. and Canadian locations branded Pilot or Flying J, as well as all locations within the One9 Fuel Network. PFJ cannot guarantee that the Axle Fuel Card will be accepted at Licensee or Dealer locations, or locations not owned or operated by PFJ.

**"One9 Fuel Network"** is a PFJ-affiliated nationwide fueling network developed to give professional

drivers and trucking companies access to additional travel brands, some of which are owned and/or operated by PFJ and others are not. For a list of Locations in the One9 Fuel Network, please visit: <https://one9fuelnetwork.com/>.

**"PFJ"** shall collectively reference Pilot Travel Centers LLC ("Pilot") and SFJ Inc. ("SFJ"). For a list of Locations branded Pilot and Flying J throughout the US and Canada, please visit: <https://pilotflyingj.com/store-locator/>.

**"Signer"** is the individual person signing the Axle Fuel Card Application binding the Customer and agreeing to be individually liable as a party hereto.

**"Transaction"** means the use of the Account to buy goods or services at authorized Locations and Out-of-Network Locations (as defined in Addendum).

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

### **2. Credit and Accounts.**

2.1. PFJ may in its sole discretion extend credit to Customer and Signer after a complete and accurate application has been completed. PFJ may at any time, investigate the financial condition of Customer or, as applicable, its subsidiaries and affiliates, or Signer. If requested, Customer and Signer agree to furnish PFJ 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 or Signer, respectively. Failure to present requested financial information may result in the termination of Customer's Account.

2.2. During this Agreement, in addition to its initial application, Customer and Signer hereby authorize PFJ to check their respective credit references,

credit history, and other business information as needed, in order to service Customer's Account or manage Customer's relationship with PFJ. 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 or Canada. Customer and Signer also agree to promptly provide PFJ with adequate assurances if PFJ has concern over Customer's or Signer'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 PFJ, in its sole discretion, approves; (c) escrow of funds or (d) execution of a Letter of Credit or similar document under applicable law.

2.3. PFJ may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that any balance is past due. Customer and Signer shall, immediately upon request, pay the entire balance due on the Account.

2.4. Customer shall designate its internal contacts authorized to: (i) provide PFJ with the information necessary to establish and maintain Customer's Account(s); (ii) receive all Account numbers or reports; or (iii) receive other Account information. Customer will provide notice of any change or removal of any contact either in writing or by telephoning PFJ's customer service department. PFJ is authorized to take instruction from any contact with apparent authority to act on Customer's behalf. Unless and until Customer reports any errors in Account information, PFJ is entitled to rely on that information for servicing the Account.

<sup>1</sup> The PFJ Fleet Card or "Yellow Card" is now known as the Axle Fuel Card. These same Terms and Conditions shall apply to use of both the Axle Fuel Card and its predecessor, the Fleet Card.

2.4.1. Personal information provided to or collected by PFJ as part of PFJ's provision of the Account to Customer is subject to PFJ's Privacy Notice, which is publicly available for individuals to view at <https://www.pilotflyingj.com/privacy-policy/>.

2.5. Customer agrees that PFJ is a critical vendor and that the supply of fuel pursuant to this Agreement is critical to Customer's day-to-day operations. PFJ'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.

2.6. CUSTOMER, SIGNER, AND PFJ HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS A BILLING AGREEMENT FOR FUEL PURCHASES AND THOSE OTHER SPECIFIC GOODS AND SERVICES THAT PFJ HAS AGREED TO PROVIDE TO CUSTOMER UNDER THIS BILLING AGREEMENT. CUSTOMER ACKNOWLEDGES THAT NOT ALL GOODS OR SERVICES THAT MAY BE PROVIDED TO CUSTOMER AT THE LOCATIONS AND OUT-OF-NETWORK LOCATIONS (as defined in Addendum) ARE GOVERNED BY THIS AGREEMENT.

2.7. Any purchases on Customer's Account will only be 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 Account is used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, alcohol, gift cards, prepaid cards or other cash equivalent charges, or any other non-business purpose are prohibited.

2.8. Customer may use its Account 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. PFJ is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, PFJ may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer. Customer and Signer agree to indemnify and hold PFJ harmless for any and all fines, fees, penalties or damages PFJ may suffer due to Customer's misuse of dyed special fuel purchases.

2.9 Customer and Signer acknowledge that this Agreement shall not be binding on PFJ until PFJ has confirmed credit terms (method of payment, invoicing frequency, and payment due dates) in writing in a "Welcome Letter" to Customer. Such Welcome Letter, and any modification or amendment thereto, is incorporated by reference as if set forth verbatim herein. PFJ has the right to revise the credit terms set forth in the Welcome Letter upon providing a new Welcome Letter to Customer in writing, which may be done at any time in PFJ's sole discretion. The new Welcome Letter shall replace any previous Welcome Letter

and shall be effective within twenty-four (24) hours after PFJ sends the new Welcome Letter to Customer. Notwithstanding the foregoing, please note that Customer's Account may be shut off, effective *immediately*, in PFJ's sole discretion, for nonpayment. Upon payment, Customer's Account will be reactivated upon the same terms as set forth in the most recent Welcome Letter.

### 3. Controls; Notice of Loss, Theft, or Unauthorized Use.

3.1. Customer and Signer are responsible for all transactions made by Customer's current and former employees, contractors, affiliates, subsidiaries, or subcontractors who run Transactions or use Customer's Account number. It is Customer's responsibility to monitor all Account activity.

3.2. PFJ offers a number of security features on your Axle Fuel Card including, but not limited to, secure prompts, product restrictions, daily limits, and Location restrictions. You should enable all available card and Account security features provided by PFJ thru the Customer Portal. Should you fail to enable the available card or Account security features and your card(s) or Account information is compromised during any transaction with PFJ, or in any transaction with a third party, and/or used by an unauthorized third party in a transaction with PFJ on your Account, you will assume all responsibility for any and all purchases made.

3.3 In the event that Customer knows of or suspects the loss, theft or possible unauthorized use of its Account, Customer should immediately notify PFJ (865-588-7487). Until notified, PFJ will assume any and all Account usage is authorized by Customer, and Customer and Signer will be liable for any and all charges.

3.4 Excluding instances of gross negligence or willful misconduct by PFJ, Customer and Signer shall assume all responsibility and be liable to PFJ for all unauthorized use or Unauthorized Transactions that occur including, but not limited to, the following: (i) all charges made on a lost, stolen, or otherwise compromised Card until immediate notice is given to PFJ as provided in Section 3.3 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 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.

### 4. Additional Fees.

4.1. Customer and Signer understand and agree that if an Account User receives a cash advance in connection with a transaction on the Account, PFJ may charge Customer and Signer an additional processing fee per cash advance transaction.

4.2. Customer and Signer agree PFJ may charge Customer and Signer an additional processing fee per Cat Scale transaction.

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

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

### 5. Payment Promise.

5.1. Customer and Signer agree to be liable to the respective invoicing party for the payment of the invoices pursuant to this Agreement. Payment is due in full within the pay period set forth within the Welcome Letter ("Payment Period") and as stated on your invoice. Payment shall be made in the currency requested on the invoice (US Dollars for Pilot and Canadian Dollars for SFJ).<sup>2</sup> If the payment due date falls on a non-Business Day, payment is due on the Business Day after the payment due date. Accounts not paid in full by agreed to terms (including late charges) will automatically be suspended and placed on hold until the outstanding balance is paid in full. PFJ shall also reserve the right to immediately terminate this Agreement if payment is not made within the Payment Period. Reactivation of your Account will be at PFJ's sole discretion. PFJ reserves the right to request additional security or to alter the terms of this Agreement if your Account has any delinquencies.

5.2. In the event of delinquent payments in a payment period, Customer and Signer will forfeit any discounts or rebates in the Active Deal Report and Welcome Letter that PFJ 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 PFJ's notice of termination of this Agreement (i.e., Customer and Signer will pay full retail prices and any applicable transaction fees on purchases made during the period of non-payment and after such termination.)

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<sup>2</sup> Currency Exchange. Customer and Signer agree that all indebtedness incurred through use of the Axle Fuel Card services in the United States or Canada to purchase goods or services or to otherwise obtain funds in a currency other than the currency in which your card is issued will be converted to the currency in which your card is issued. The currency conversion rate used by PFJ to determine the transaction amount is generally the daily noon exchange rate for conversion of Canadian dollars to U.S. dollars, or U.S. dollars to Canadian dollars, **as applicable, as posted by the Bank of Canada each business day, plus two currency basis points**. PFJ may use either a government-mandated rate or a wholesale rate determined by PFJ for the processing cycle in which the transaction is processed. The currency conversion rate PFJ uses on the processing date may differ from the rate that would have been used on the purchase date or Customer's statement posting date.

6. **Late Fees.** If Customer's or Signer'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. PFJ 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 fees and then to any unpaid balances. In addition to any other rights now or hereafter granted under applicable law, PFJ may, without notice, set off and apply any and all monies, and any and all other indebtedness at any time held by PFJ to or for Customer's credit or Account, against or on account of any indebtedness owed by Customer or Signer to PFJ or any of Customer's or Signer's other obligations and liability to PFJ, howsoever arising. Customer, Signer, 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 PFJ's attention in writing within the Payment Period or timely pay the invoice in full. If Customer does bring a discrepancy to PFJ's attention in writing within the Payment Period, Customer must pay PFJ the undisputed portion of the invoice within the Payment Period. All discrepancies or disputes of charges must be sent in writing to PFJ within sixty (60) days from the billing date **or they will be considered final and binding and unconditionally waived by Customer and Signer.** 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.

#### 9. Default.

9.1. 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 or Signer to remit payment to PFJ 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 or Signer, 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 or Signer under any other agreement between Customer and PFJ and/or Signer and PFJ.

9.2. If Customer or Signer Defaults: (i) they will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) PFJ may terminate this Agreement; and (iv) PFJ 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, including without limitation expenses and attorneys' fees. PFJ 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 or Signer. 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.

9.3. THE SIGNER AGREES THAT HE/SHE HAS THE AUTHORITY AND HAS COMPLETED THE APPLICATION (1) IN HIS/HER INDIVIDUAL CAPACITY, (2) AS A REPRESENTATIVE OF THE CUSTOMER, AND (3) AS A REPRESENTATIVE OF THE ENTITY IDENTIFIED ON THE AXLE FUEL CARD (OR FLEET CARD) OR WHOE BENEFIT THE AXLE FUEL CARD (OR FLEET CARD) IS BEING PURCHASED (IF THE ENTITY IDENTIFIED ON THE AXLE FUEL CARD (OR FLEET CARD) IS NOT THE SAME AS THE CUSTOMER OR THE SIGNER). BY HIS/HER EXECUTION OF THE APPLICATION, THE SIGNER PERSONALLY AND INDIVIDUALLY UNDERTAKES AND ASSUMES, JOINTLY AND SEVERALLY WITH THE CUSTOMER, THE FULL PERFORMANCE OF THIS AGREEMENT, INCLUDING PAYMENT OF AMOUNTS DUE HEREUNDER. SIGNER HEREBY WAIVES THE RIGHT TO SEPARATE NOTICE AND AGREES THAT ANY NOTICE TO CUSTOMER CONSTITUTES NOTICE TO SIGNER.

#### 10. Term and Termination.

10.1. This Agreement is effective upon acceptance of the application for an Account by PFJ and may be terminated by either party, with or without cause, upon thirty (30) days advance written notice. Upon termination Customer and Signer are still obligated to pay for all Transactions made prior to the effective date of the termination. Customer may retain a copy of any records or Account information for archival or data retention purposes.

10.2. Notwithstanding the other provisions herein, PFJ may, at any time, elect to immediately terminate or modify products or services described in this Agreement.

#### 11. Force Majeure.

11.1. 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.

11.2. 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.

#### 12. Assignment and Amendment.

12.1. Neither Customer nor Signer may assign this Agreement or any interest, payment or rights under this Agreement for any reason, without PFJ's prior written consent.

12.2. The Welcome Letter and these Terms and Conditions may be revised at any time by PFJ, with or without notice, in accordance with applicable law. These Terms and Conditions, and any amendments thereto, can be accessed by Customer or Signer at any time at the following web address: <https://www.pilotflyingnj.com/fleet-credit-program-terms-and-conditions>. Any further amendments or modifications to the Terms and Conditions or the Welcome Letter by Customer or Signer must be in writing and executed by authorized representatives of both parties.

#### 13. Covenants.

13.1. 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 PFJ may reasonably

request, in its sole discretion. Failure of PFJ to request evidence of corporate (or organizational) existence may not be used against PFJ.

13.2. For PFJ's continued compliance with banking and credit underwriting standards, Customer will provide PFJ 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. PFJ reserves the right to make any necessary modifications to the Account terms based upon changes made by Customer as referenced above.

13.3. As part of PFJ'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 PFJ's representatives that periodic monitoring of conversations will occur.

14. **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 to insist upon strict compliance with any of the terms or conditions of the Agreement shall not be deemed a waiver of such term or condition, nor shall any waiver or relinquishment of, or failure to insist upon strict compliance with, any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times.

15. **Waiver of Jury Trial, Service of Process and Class Action Rights.** EXCEPT TO THE EXTENT NOW ALLOWED UNDER THE LAWS OF ANY JURISDICTION, CUSTOMER AND SIGNER HEREBY WAIVE ANY RIGHT THAT EITHER HAS TO HAVE ANY DISPUTE RELATING TO THIS AGREEMENT, CUSTOMER'S APPLICATION FOR CREDIT, OR ANY RELATED DOCUMENTS, HEARD BY A JURY. EXCEPT TO THE EXTENT NOT ALLOWED UNDER HE LAWS OF ANY JURISDICTION, ANY CLAIM BROUGHT BY CUSTOMER OR SIGNER AGAINST PFJ MUST BE BROUGHT IN THE CUSTOMER'S OR SIGNER'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 AND SIGNER EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN OR PARTICIPATE IN ANY CLASS ACTION IN ANY FORUM. Customer and Signer waive personal service of process in connection with any action or proceeding commenced by PFJ in connection with this Agreement, and agree that service may be made by certified mail to the last known address in PFJ's records.

16. **Attorneys' Fees & Costs.** Customer and Signer shall be liable to PFJ for any and all attorneys' fees,

expenses, and costs incurred by PFJ to enforce this Agreement.

17. **Indemnity.** CUSTOMER AND SIGNER AGREE TO PROTECT, INDEMNIFY, HOLD HARMLESS, AND DEFEND PFJ, ITS MEMBERS, OFFICERS, DIRECTORS, MANAGERS, AND EMPLOYEES, AGAINST ALL ACTIONS, CLAIMS, DAMAGES, DEMANDS, SUITS, AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES AND COSTS OF LITIGATION ARISING OUT OF, IN WHOLE OR IN PART, CUSTOMER, SIGNER, OR CUSTOMER'S EMPLOYEES' OR AGENTS' 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 AT A LOCATION.

18. **Disclaimers and Limitations.**

18.1. PFJ is not liable for any loss sustained by any party resulting from any act, omission or failure to act by PFJ, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by PFJ's gross negligence or willful misconduct. PFJ's liability under this Agreement shall be limited to actual damages incurred by Customer or Signer as a direct result of PFJ's gross negligence or willful misconduct. IN NO EVENT WILL PFJ BE LIABLE FOR LOST PROFITS, DIRECT OR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND ANY RIGHT OR CLAIM TO EITHER IS EXPRESSLY AND UNCONDITIONALLY WAIVED.

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

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

19. **Governing Law.**

19.1. For Pilot Purchases: The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendments hereto or modifications hereof shall be governed by the substantive laws of the State of Tennessee, without reference to its conflicts of laws principles.

19.2 For SFJ Purchases: The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendments

hereto or modifications hereof shall be governed by the substantive laws of the Province of Ontario, without reference to its conflicts of laws principles.

20. **Notices.** Any notice required or permitted shall be in writing and shall be validly given only if delivered in person or sent by registered or certified mail (return receipt requested, postage prepaid), reputable overnight courier, emailed, or faxed (any notices sent by PFJ to Customer by email or fax are effective immediately upon transmission). Customer's contact information for notice purposes shall be as listed in Customer's Application. Customer shall be solely responsible for updating its contact information, including its email address, if notices need to be sent to an alternate address in the future. Such update notices shall be sent in writing to PFJ as set forth below:

Pilot Travel Centers LLC or SFJ Inc. 5508 Lonas Dr. Knoxville, Tennessee 37909 Attn: Credit Dept. Fax: (865) 297-1417	<u>w/ copy to:</u> Pilot Travel Centers LLC or SFJ Inc. 5508 Lonas Dr. Knoxville, Tennessee 37909 Attn: Legal Dept. Fax: (865) 297-0532
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21. **Confidentiality.** All information furnished by either party or by any affiliate of PFJ 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. Customer and Signer shall ensure that appropriate technical, physical, and organizational measures, commensurate with the sensitivity of the information furnished to Customer or Signer, are taken against unauthorized or unlawful disclosures, access, acquisition, loss, destruction, alteration, or damage to the information. Without limiting the generality of the foregoing, neither Customer nor Signer may divulge to or discuss with third parties any pricing, pricing proposals, billing terms, credit limits, trade secret, system, program, or any other matter on which this Agreement is made, including word product or other programs or systems of PFJ, or other information regarding PFJ, including any agreements or contracts PFJ has with other companies or firms. Customer and Signer must take all necessary steps to ensure that the confidential information is not disclosed to, or used by any person, firm, or entity, except that Customer's own employees and agents, and then only to the extent necessary to permit Customer

or Signer to perform this Agreement. Notwithstanding the foregoing, nothing in this section or this Agreement prohibits PFJ from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of the Axle Fuel Card program or other programs or services, and Customer expressly agrees to these disclosures and use of information. From time to time, such information will be shared by and between PFJ and other third parties in accordance with normal business practices including, but not limited to, to approve or decline Customer's application, servicing and/or maintaining Customer's Account(s), the exchange of trade credit information, evaluating Customer's transactions and payment experiences, opening and/or closing Account(s), credit decisions, and to market additional PFJ products and services to Customer, unless Customer desires to opt out of the sharing of its information by providing written notice of such intent to PFJ.

**22. 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, Pilot or SFJ, respectively, and shall be considered a valid and binding payment under this Agreement.

**23. 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 PFJ and Customer, or PFJ and Signer.

**24. 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.

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

**26. FOR QUEBEC RESIDENTS:** Customer, Signer, and SFJ hereby acknowledge that for all Quebec residents, this document has been drafted in the English language only, at Customer's and Signer'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'écartier n'importe quelle condition, défense, loi ou ordonnance qui les factures produites conformément à cet accord doivent être en français**

## **27. Axle Fuel Card Rewards**

**27.1 Truck Care Offering.** Effective August 1, 2021, all Axle Fuel Card holders will have access to promotional offerings from Southern Tire Mart, LLC and Southern Tire Mart at Pilot LLC (collectively, "STMP") on truck care products and services at STMP locations when you present your Axle Fuel Card at the transaction. See STMP locations for details. Restrictions may apply. Void where prohibited or otherwise restricted. For a list of STMP locations, please visit: <https://www.stmtires.biz/Locations>.

**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.

**27.2.5 Inactive Account.** Customer understands and agrees that if Customer's Account(s) has no activity for thirty (30) days or more, any earned statement credit placed on the Account(s) will be automatically forfeited and removed from the Account.

**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). Customer understands and agrees that if Customer's Account(s) has no activity for thirty (30) days or more, any earned statement credit placed on the Account(s) will be automatically forfeited and removed from the Account.

**ADDENDUM TO TERMS AND CONDITIONS OF AXLE FUEL CARD CREDIT PROGRAM:**  
**ADDITIONAL TERMS AND CONDITIONS FOR AXLE/VOYAGER FUEL CARD**

In conjunction with the Axle Fuel Card Credit Program, certain Customers may qualify for the Axle/VOYAGER Fuel Card, which provides Customers access to fueling locations outside of the Pilot and Flying J or the One9Fuel Network. In addition to the Terms and Conditions of Axle Fuel Card Credit Program, the following additional terms and conditions (“Additional Terms and Conditions”) shall also apply to the use of the Axle/VOYAGER Fuel Card. These Additional Terms and Conditions apply to the purchase of fuel by Customer using the Axle/VOYAGER Fuel Card at the Out-of-Network Locations (defined herein). USE OF YOUR AXLE/VOYAGER FUEL CARD IS SUBJECT TO, AND ACKNOWLEDGES YOUR ACCEPTANCE OF, THE TERMS AND CONDITIONS OF AXLE FUEL CARD CREDIT PROGRAM AS WELL AS THE ADDITIONAL TERMS AND CONDITIONS BELOW, AS MAY BE AMENDED FROM TIME TO TIME AS SET FORTH HEREIN. PLEASE READ BOTH THE TERMS AND CONDITIONS AND THE ADDITIONAL TERMS AND CONDITIONS CAREFULLY. THE TERMS AND CONDITIONS AND ADDITIONAL TERMS AND CONDITIONS ARE SUBJECT TO CHANGE FROM TIME TO TIME IN PFJ’S SOLE DISCRETION. THE TERMS AND CONDITIONS AND ADDITIONAL 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-program-terms-and-conditions>. In the event of any conflict or inconsistency between a provision of the Terms and Conditions and a provision of the Additional Terms and Conditions, the applicable provision of the Additional Terms and Conditions shall apply.

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

“**In-Network Transactions**” shall mean transactions occurring at the Locations, as defined in the Terms and Conditions.

“**Out-of-Network Locations**” shall include all non-PFJ U.S. fueling locations where the VOYAGER Axle Fuel Card is accepted. For a list of Out of Network Locations in the VOYAGER Network, please visit: <https://www.fleetcommanderonline.com/app/public/merchantLocator.do>.

“**Out-of-Network Transactions**” shall mean transactions occurring at non-PFJ U.S. fueling locations where the VOYAGER Axle Fuel Card is accepted, excluding all Locations as defined in the Terms and Conditions. For a list of Out of Network Locations in the VOYAGER Network, please visit: <https://www.fleetcommanderonline.com/app/public/merchantLocator.do>.

“**Axle/VOYAGER Fuel Card**” references a physical fleet credit card with a VOYAGER BIN used by the Customer to make charges on Customer’s Account at the Locations and the Out-of-Network Locations.

**2. Use and Controls.**

**2.1 Use.** The Axle/VOYAGER Fuel Card may be used for both In-Network Transactions at Locations in the U.S. and Canada, and for Out-of-Network Transactions at Out-of-Network Locations in the U.S. All Transactions on the Account, whether at in-network Locations or Out-of-Network Locations, will be included on the same invoice to Customer each billing cycle.

**2.2 Out-of-Network Transaction Card Controls.**

In addition to the Axle Fuel Card security features in 3.2 of the Terms and Conditions, which apply only to In-Network Transactions, there are additional security features available for the Axle/VOYAGER Fuel Card and Out-of-Network Transactions. Card controls for Out-of-Network Transactions shall include, but are not limited to, the following:

- Secure prompts for transactions to include Driver ID and Odometer readings;
- Product limits available for fuel versus non-fuel products; and
- Ability to limit card use by fueling stop brand names and individual location.

You should enable all available card and Account security features provided by PFJ through the Customer Portal for In-Network Transactions and Out-of-Network Transactions. Should you fail to enable the available card or Account security features and your card(s) or Account information is compromised during any transaction with PFJ, or in any transaction with a third party, and/or used by an unauthorized third party in a transaction with PFJ on your Account, you will assume all responsibility for any and all purchases made.

**2.3 Limitations on Benefits.**

**2.3.1 Discounts & Special Points.** For avoidance of doubt, any fueling discounts or special points available on the Account shall not be applicable to Out-of-Network Transactions.

**2.3.2 Limitation on Axle Fuel Card Rewards.** Axle Fuel Card Rewards shall not include any gallons purchased in Out-of-Network Transactions.

**2.3.3 Other Limitations.** Mobile fueling on the myRewards Plus™ app will not be available for Out-of-Network Transactions. No myRewards™ or myREwards Plus™ rewards, points, or benefits will be earned or available for Out-of-Network Transactions.