EFS electronic funds source

EFS Master Services Agreement

Blu.

* Company Name

Section I: Customer Information			
Customer Full Legal Name:	Big John's Trucking LLC	Billing Contact:	Jane Doe
Customer Primary Address: City, State/Province, Zip/Postal Code:	1234 Apple Drive Salt Lake City, UT 84123	Billing Contact Address: City, State/Province, Zip/Postal Code:	1234 Apple Drive Salt Lake City, UT 84123
Customer Phone Number:	801-123-4567	Billing Contact Phone Number:	801-123-4567
Customer Fax Number:	801-321-4321	Billing Contact Fax Number:	801-321-4321
Customer Primary Contact:	John Doe	Number of Active Vehicles in Fleet:	15
Primary Contact Phone Number:	385-385-3853	Number of Active Drivers/Cardholders:	20
Section II: Services			
☒ EFS Fuel Card, EFS Check, and/or EFS Money Code (See Exhibit A)			
Section III: Miscellaneous			
EFS Sales Representative: BLU Rep - Kevin Bridgewater, 801-886-7200			

AUTHORIZATION

Customer hereby represents and warrants that (i) the signatory below ("Authorized Representative") is either a duly elected corporate officer or the owner/proprietor of the company listed above ("Customer") and is duly authorized to execute this EFS Master Services Agreement on behalf of Customer. Customer hereby agrees (i) to be bound by all terms and conditions contained in the Agreement and any corresponding attachments, exhibits or schedules, as amended from time to time, each of which is hereby incorporated herein (collectively, the "Agreement"). By signing below, Customer and Electronic Funds Source LLC acknowledge that they have read, understand, and agree to this Agreement as being effective as of the effective date of the services selected in Section II above, as set forth in the applicable Exhibit(s), for the duration of the applicable Term (defined below), unless earlier terminated in accordance with the terms of this Agreement. Electronic Funds Source LLC conducts business under other trade names, including, for example, EFS, T-Chek Systems, Les Systèmes T-Chek, T-Chek and TCH. References herein and in any exhibit hereto to "EFS" are understood to be to Electronic Funds Source LLC, a Utah limited liability company, by whatever such name it may be conducting business.

IN WITNESS WHEREOF, EFS and Customer executed this Agreement.

Customer

Print Name: JOHN DOE

Title: OWNER

Sign → Authorized Signature: _____

Date: 01 / 01 / 2015

Electronic Funds Source LLC

Print Name: _____

Title: _____

Authorized Signature: _____

Date: ____ / ____ / ____

Master Terms and Conditions

1. Services.

1.1 Scope of Services. These Master Terms and Conditions govern all of the services to be provided by EFS to Customer as described in Section II above of this Agreement and as more particularly set forth in the attached exhibits and any schedules attached thereto (collectively the "Services"). Each such exhibit may contain additional terms and conditions which are applicable solely to the Services described in such exhibit.

1.2 Business Purpose. Customer represents and warrants to EFS that (i) it is a governmental, non-profit, or commercial business enterprise; (ii) the Services provided to Customer will be used by Customer and its employees and other authorized users for valid and lawful business purposes only; (iii) any Services that may be used to make purchases and or obtain cash will not be used for personal, family or household purposes.

1.3 Merchants. EFS does not guarantee any merchant's timely application of payment when Customer uses any of the Services at such merchant's facilities, and EFS will not be liable for any late payment fees assessed or any disrupted services between such merchant and Customer that may result in the event a Merchant fails to timely apply any amounts received from EFS to Customer's account. Customer understands that EFS notifies Merchant of Customer payment via email or facsimile as established during Customer Merchant set up. Customer is responsible to monitor payments and use the available online reporting to ensure their Merchants process payments accordingly.

1.4 Stopped Payment. Customer acknowledges that once a payment is processed using any Services, EFS cannot "stop payment" on the transaction. Customer instead must follow the disputed transaction process outlined in the policies posted on the EFS Website (defined below).

2. Term and Termination.

2.1 Term. This Agreement commences on the date of EFS' signature on the first page of this Agreement ("Effective Date") and will extend for so long as any term under any exhibit attached hereto continues in force (the "Term").

2.2 Termination.

2.2.1 Either party may terminate this Agreement if the other: (i) is dissolved, becomes insolvent, generally fails to pay or admits in writing its general inability to pay its debts as they become due; (ii) makes a general assignment, arrangement, or composition agreement with or for the benefit of its creditors; (iii) files a petition in bankruptcy or institutes any action under federal or state law for the relief of debtors; (iv) seeks or consents to the appointment of an administrator, receiver, custodian, or similar official for the wind up of its business; or (v) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding related to insolvency, receivership, liquidation or composition for the benefit of creditors, and such proceeding is not dismissed or stayed within thirty (30) days.

2.2.2 EFS may terminate this Agreement, suspend all or a portion of its Services, or, if applicable, reduce Customer's Credit Limit (including to a level below Customer's outstanding balance) immediately if (i) Customer's performance of its obligations or use of the Services violates any federal, state or local law, rule or regulation; (ii) EFS reasonably determines that a material adverse change has occurred in Customer's financial condition, or that such a change is reasonably likely to occur in the next twelve (12) months; (iii) Customer fails to pay any amount due within five (5) days of its due date (provided EFS may immediately suspend Services in the event of untimely payment); (iv) EFS reasonably determines, based on its evaluation of Customer's credit, financial condition or business prospects, that the extension of credit contemplated hereunder is not appropriate or in the best interests of EFS; (v) Customer fails to supply EFS with annual financial statements or supplies incorrect information; (vi) EFS receives reliable information that Customer is unwilling or unable to perform under this Agreement or that indicates a serious delinquency or charge off with other creditors; or (vii) Customer relocates outside the United States.

2.2.3 Termination will not affect Customer's responsibility to pay, or EFS' right to recover, any amounts for which Customer or any guarantor is liable or obligated in connection with this Agreement, and upon termination, Customer shall immediately pay all such amounts owing in connection with this Agreement, without set-off or deduction. EFS will be entitled to recover all costs of collection, including without limitation attorneys' fees, in the event such amounts are not paid immediately.

2.2.4 The termination of any specific Exhibit will not affect any party's rights or obligations with respect to any other Exhibit that remains in force or any provision that survives termination of such Exhibit or this Agreement. Upon the termination of this Agreement in accordance with Sections 2.2.1 or 2.2.2, all Exhibits will automatically be terminated.

3. **Fees, Invoicing and Payment.**

3.1 Fees. Customer will pay EFS for all expenditures, fees, additional service fees and special fees, costs and charges (collectively, "Fees") if any, incurred for the Services provided by EFS, together, if applicable, with any and all charges on Customer's account for goods or services purchased by Customer or anyone authorized to use Customer's account. The Fees for the Services are set forth in each applicable Exhibit. EFS reserves the right to modify the Fees applicable to the Services from time to time. EFS will notify Customer electronically of any change it makes to its Fees in accordance with Section 13 below, and such change will be effective no earlier than the date of receipt by Customer of such electronic notice.

3.2 Taxes. Except for EFS' income tax, Customer will pay, or reimburse EFS for, any and all applicable sales, use, excise, franchise or other taxes (collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed with respect to Customer's use of Customer's card.

3.3 Invoicing. Customer agrees that payments for Fees are due and payable upon receipt of invoice. If payment is not received (or if an invoice is not paid in full) on its due date, EFS will impose a late charge equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum amount allowed by law, on the unpaid balance.

3.4 Non-Sufficient Funds. In the event Customer's payment to EFS is dishonored or otherwise not paid, Customer shall pay immediately to EFS in collected funds, the amount of the non-sufficient funds item plus a returned instrument collection fee of a minimum of thirty dollars ($30.00) in addition to any other remedy EFS may pursue under this Agreement or applicable law.

3.5 Currency Exchange. Customer agrees that all indebtedness incurred through use of the 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 Customer's card or other access device is issued will be converted to the currency in which Customer's card or access device is issued. The currency conversion rate used by EFS 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. EFS may use either a government-mandated rate or a wholesale rate determined by EFS for the processing cycle in which the transaction is processed. The currency conversion rate EFS 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.

4. **Compliance with Law.** Customer and EFS will comply with, and will not use or provide the Services in violation of, any United States or Canadian federal, state, provincial or local laws, regulations, judicial or administrative decisions, executive orders, rules or interpretations ("Legal Requirements"), and each party will be solely liable for any violation by such party of applicable Legal Requirements. Each party is responsible for (i) monitoring and interpreting Legal Requirements applicable to such party; and (ii) determining the particular actions, disclosures, formulas, calculations, or procedures required for compliance with such party's Legal Requirements (whether to be performed by EFS or by Customer). Neither party shall be responsible for any violation by the other party of the other party's Legal Requirements.

5. **Disclaimer of Warranties.** Except as specifically set forth in this Agreement, EFS disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the Services provided under this Agreement. Further, EFS does not warrant that Customer's use of the Services will be uninterrupted or error-free. This Agreement is a service agreement, and any equipment provided to Customer under this Agreement is incidental to the Services provided and remains the property of EFS.

6. **Limitation of Liability.**

6.1 Subject to any other limitations in the exhibits attached hereto, EFS' cumulative liability for any loss or damage, from any cause whatsoever, will be limited to the lesser of (i) One Hundred Thousand Dollars ($100,000); or (ii) the amount of the Fees paid to EFS by Customer for Services performed in the preceding twelve (12) month period.

6.2 NEITHER PARTY SHALL BE LIABLE UNDER ANY THEORY FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), EXEMPLARY OR PUNITIVE DAMAGES; REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 Neither party may bring an action (regardless of form) for breach of this Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein. Each party will act to mitigate its damages.

7. **Indemnification.**

7.1 Customer Indemnity. Subject to Sections 6.2 and 6.3, Customer will indemnify, defend and hold harmless EFS, its directors, officers, employees, affiliates and agents against any third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or connected with Customer's (and Customer's users', affiliates', employees', agents' or representatives') (i) gross negligence or willful misconduct; (ii) material breach of this Agreement; (iii) use or misuse of any Service or product thereof or the EFS Website; (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; or (v) negligence or willful misconduct resulting in a Security Incident (defined below) affecting EFS' systems. Customer will not indemnify EFS for Claims arising from EFS' acts or omissions for which Customer is entitled to indemnification.

7.2 EFS Indemnity. Subject to Section 6, EFS will indemnify, defend and hold harmless Customer, its directors, officers, employees, affiliates and agents against any third party Claims arising out of or in connection with EFS' (and EFS' affiliates', employees', agents' or representatives') (i) gross negligence or willful misconduct; (ii) a material breach of this Agreement; or (iii) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party by use of the Services, except to the extent such claim is caused by, relates to or arises out of (a) Customer's negligence, willful misconduct, or failure to use the Services (including any product thereof) as permitted under this Agreement or (b) Customer's configuration or use of the Services (including any product thereof) in combination with other software, equipment, services, elements, components or systems that are not provided by EFS. EFS will not indemnify Customer for Claims arising from any errors or omissions in any information, data or instructions Customer provides to EFS for use in connection with the Services, or Customer's or its users' acts or omissions for which EFS is entitled to indemnification, or any claim or issue Customer may have with goods or services purchased using Customer's card.

8. **Confidential Information; Information Security.**

8.1 Confidential Information. "Confidential Information" means all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential Information does not include information which: (i) is or becomes part of the public domain through no fault of the receiving party; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; or (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party.

8.2 Disclosure and Use Restrictions. Neither party will disclose, reproduce, transfer or use the other party's Confidential Information; provided, however, that (i) EFS' employees, affiliates, agents, advisors or subcontractors may access and use Customer's Confidential Information or Personal Information (defined below) in connection with providing the Services provided such persons will comply with the confidentiality provisions of this Agreement and (ii) either party may disclose Confidential Information to the extent it must be communicated in response to a valid law, regulation or court order, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by law, regulation or court order) so such party may seek a protective order or otherwise prevent or limit such disclosure.

8.3 Information Security. Each party is responsible for: (a) the security of non-public or personally identifiable information ("Personal Information") on the systems under its control; and (b) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors (if any) in connection with the Services. Personal

Information will also include any nonpublic personal information of a consumer, each as defined by Section 6809 of the Gramm-Leach-Bliley Act. Each party will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "Security Incident"). In the event of a Security Incident, the affected party will comply with applicable law and in the event Personal Information was compromised and it is reasonably suspected that misuse will result, notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. EFS is not responsible for and does not control third party telecommunication lines used to provide the Services; and will not be responsible for the security of transmissions using these lines.

8.4 Equitable Relief. EFS and Customer agree there is no adequate remedy at law for a breach of the confidentiality, disclosure, use, safeguarding and ownership requirements (collectively, the "Confidentiality Requirements") related to Confidential Information and Personal Information under this Agreement. A breach of the Confidentiality Requirements will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law; and, therefore, the non-breaching party will be entitled to seek injunctive relief (without posting a bond or other security) against the breaching party in addition to any other rights or remedies available at law or in equity.

9. Customer Data; Data Analytics.

9.1 Customer Data and Analytics. Customer shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to EFS (collectively "Customer Data"). EFS shall be entitled to rely upon the Customer Data in providing the Services. EFS shall not be required to act on instructions provided by Customer if EFS reasonably doubts an instruction's contents or Customer's compliance with this Agreement or any Legal Requirements. Subject to the provisions of Section 8 herein, EFS and/or its affiliates may extract information from the Customer Data provided to EFS by Customer and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. Customer represents that it has sufficient rights (and has made sufficient disclosure to its users) in the information provided hereunder to authorize such use. EFS or its affiliates will own all right, title or interest in or to any information, products, services or intellectual property arising from such data and analytics research and development activities. EFS and its affiliates' access to and use of information, including use in commercial products developed as a result of or in connection with such research and development activities, will not be a violation of this Agreement.

9.2 Number of Vehicles. Some of the Services provided by EFS hereunder may be billed on the basis of the number of vehicles or other equipment with respect to which Customer is using the Services. Customer will keep EFS updated of any changes in the number of Customer's vehicles utilizing any such EFS Services, and EFS will not be responsible for any errors in billing that result from any failure on the part of Customer to do so.

10. Intellectual Property.

10.1 Ownership. Except as expressly provided herein, this Agreement does not grant either party any right, title, interest, or license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on the part of EFS, the Services, or, on the part of either EFS or Customer, applications or business methods of the other party (or those of such party's affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from EFS or its affiliates' research and development activities.

10.2 Use of Marks and Publicity. Neither party will use any trademark, service mark, trade name or other proprietary designation (collectively, "Marks") owned, licensed or registered by the other party without prior written consent; provided, however, EFS may use Customer's name in publicity indicating that Customer and EFS have entered into a contractual relationship. A breach of the terms of this Agreement related to the use of a party's Marks will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching party (without posting a bond or other security).

11. Verification; Credit Limit and Security.

11.1 Verification. Customer represents and warrants to EFS that the Application attached hereto as Schedule to EFS MSA (the "Application") is complete and accurate. Customer acknowledges that EFS' acceptance of this Agreement is contingent upon EFS' approval of Customer's Application. Customer grants to EFS, as well as to trade references, Dun and Bradstreet, and banks, consumer credit services, consumer reporting agencies and to state and federal government representatives without regard to whether they are listed herein, permission and authorization to verify, receive, retain, exchange and obtain business and/or personal credit and other information, including without limitation, financial statements, accounts receivable information, criminal background checks, as part of EFS' ongoing evaluation of Customer and as necessary to comply with applicable Legal Requirements and EFS' record retention policies and practices.

11.2 Credit Limit. EFS shall determine, in its sole discretion, whether to establish a monetary limit ("Credit Limit") that will be applicable to Customer's use of the Services. EFS may increase or decrease such Credit Limit from time to time, in its sole discretion. It is EFS' policy to promptly notify Customer upon establishment of a Credit Limit or any change thereto, but EFS will not be liable in the event it fails to do so. EFS does not guarantee that it will establish or maintain any specific available Credit Limit for Customer, and Customer hereby waives any and all claims against EFS and its affiliates based on EFS' determination of Customer's Credit Limit. Customer agrees not to request or permit transactions using the Services in excess of its Credit Limit. In the event Customer exceeds its Credit Limit, EFS may, in its sole discretion, demand immediate payment, immediately suspend providing the Services, and/or charge an additional service fee.

11.3 Security Interest. Customer hereby grants to EFS a security interest in all of the present and future assets described below, whether now owned or hereafter acquired, together with all proceeds of and rights in connection with such property (herein called "Collateral") to secure the performance of all obligations of Customer owing to EFS. The Collateral includes: all accounts and interests in goods represented by accounts; contract rights; commercial paper; chattel paper; general intangibles; including without limitation, tax and duty refunds; registered and unregistered patents, trademarks, service marks, copyrights, tradenames and applications the foregoing, trade secrets, goodwill, processes, drawings, blueprints, customer lists, licenses, and any and all existing and future leasehold interests; documents; instruments; letters of credit; and deposit accounts.

12. EFS Website. EFS may provide Customer with access to the website operated by EFS in connection with the Services ("EFS Website"). Customer and any employees who are designated and authorized by Customer to use the EFS Website will comply with all policies and the Terms of Use posted on the EFS Website, as the same may be modified from time to time.

13. Consent to Electronic Communications and Notices. Customer hereby consents to electronic delivery of the following documents and accepts any future changes to those documents that may be published from time to time on the EFS Website and/or delivered electronically to Customer: Online Electronic Disclosure and Consent Agreement, All Product and Service Disclosures, Periodic Statements, Notices, History and Transaction Records, Change-in-Terms, Adverse Action Notices and Changes to Minimum Hardware and Software Requirements. By consenting to conduct transactions and receive disclosures and notices electronically Customer agrees to provide EFS with the information needed to communicate electronically. Customer agrees to keep the e-mail and account information current at all times and to notify EFS immediately if it changes. If Customer fails to update or correct the email, EFS may freeze the account until Customer contacts EFS and provides corrected information. By signing this Agreement or by using any Services, Customer agrees to continue to have (or have access to) the minimum hardware and software required to access the EFS Website and receive the electronic notices above.

14. General.

14.1 Governing Law. Tennessee law will govern the interpretation, validity and enforcement of this Agreement, without regard to its conflicts of law.

14.2 Dispute Resolution. Any claim or demand relating to goods and/or services purchased using the Customer's card shall be resolved between the Customer and the merchant providing the goods and/or services. Subject to the foregoing, any dispute arising out of or relating to this Agreement shall be resolved pursuant to binding arbitration. Said arbitration shall take place in Nashville, Tennessee, and be governed by the then-current Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The parties shall mutually agree on a single arbitrator, or if the parties cannot agree, the arbitrator shall be selected in accordance with the Rules. Should a further dispute arise regarding either the interpretation or the enforcement of the arbitrator's ruling, the parties' remedy shall be to re-submit the matter to the same arbitrator, if available, and if not, to an arbitrator mutually agreed to by the parties (or if the parties cannot agree, one selected in accordance with the Rules). Following arbitration, the prevailing party shall be entitled to recover its reasonable costs of arbitration, including reasonable attorney's fees. In the event that

the arbitrator orders Customer to pay money to EFS, Customer shall pay interest upon such sums at the interest rate provided in this Agreement from the date the money was first due to EFS. Customer shall pay all sums not disputed in good faith in strict accordance with this Agreement.

14.3 Severability. Any provision of this Agreement that is determined by a court of competent jurisdiction or arbitrator to be illegal, invalid or unenforceable will be deemed void; and the remainder of this Agreement will continue in full force and effect. To the extent any provision is deemed void pursuant to the foregoing, the court or arbitrator will substitute a valid provision approximating the intent of the parties.

14.4 Headings. The headings in this Agreement are for reference only.

14.5 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Customer and EFS, and supersedes all prior agreements, written or oral, related to the Services. This Agreement includes, and incorporates, the attached Exhibits and/or schedules. Any amendment to this Agreement must be in writing and signed by EFS and Customer.

14.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, and all of which together constitute one and the same instrument. Facsimile, electronic or other copies of the executed Agreement are deemed valid and effective.

14.7 Assignment. This Agreement may not be assigned, voluntarily or by operation of law, by either party without prior written consent from the other party, which will not be unreasonably withheld. Consent, however, is not needed for EFS to assign this Agreement to an affiliate or in connection with a merger, acquisition or sale of all or substantially all of EFS' assets.

14.8 Subcontractors. EFS may subcontract all or any portion of the Services using vendors both within and outside the United States.

14.9 Notices. All notices or other communications under this Agreement will be deemed effective (i) three (3) days after mailing by first class registered or certified mail, postage prepaid, return receipt requested; or (ii) one (1) day after mailing by nationally recognized courier service. Any notice or other communication sent in any other manner will be effective upon receipt. Any notice to (a) EFS shall be directed to the attention of General Counsel, Electronic Funds Source, LLC, 3100 West End Avenue, Suite 1150, Nashville, Tennessee 37203 (b) Customer shall be directed to the person and address listed in the Application; or such other address as such party may designate in writing.

14.10 Survival of Obligations. Sections 1.2, 1.3, 1.4, 2.2.3, 2.2.4, 3, 5, 6-10, 11.3, 14, obligations of any guarantors of Customer's obligations hereunder, all representations and warranties of Customer set forth herein or in any exhibit or schedule attached hereto, and any limitation of liability set forth in any exhibit or schedule attached hereto, will survive termination of this Agreement and/or such exhibit or schedule, as applicable.

14.11 Independent Contractors. EFS and Customer are independent contractors. Nothing in this Agreement will be deemed to create a joint venture, partnership, employment or similar relationship between the parties. Except as specifically provided for herein, neither party will be liable for any obligation incurred by the other; neither party is an agent or representative of the other; and neither party will represent otherwise.

14.12 Waiver. No delay or single, partial, failure, abandonment or discontinuance of either party to exercise any right, power or privilege hereunder will affect such right, power or privilege. The parties' rights and remedies under this Agreement, at law, and in equity are cumulative and not exclusive. Any waiver, consent or approval of any failure to comply, breach or default under this Agreement must be in writing, will be effective only to the extent set forth in such writing and will not continue to apply to additional failures to comply, breaches or defaults.

14.13 Force Majeure. Neither party will be in default under this Agreement, and such party will be excused from performing its obligations, if its performance is prevented, restricted, delayed or interfered with due to a Force Majeure Event, whether foreseen or not. A "Force Majeure Event" includes (i) labor disputes, strikes, riot or other civil unrest; (ii) flood, hurricane, tornado, lightning, severe weather, earthquake or other natural disaster; (iii) rationing or other shortage of materials; (iv) utility failures, electronic transmission failures or other electronic or communication failures or delays; (v) terrorism, embargo, blockade, revolution or other acts of war; (vi) any change in laws, orders, rules, regulations, ordinances or other governmental or judicial acts impairing performance, (vii) acts of God, or (viii) any event that is beyond a party's reasonable control. Notwithstanding anything to the contrary in this Agreement, the duty of Customer to remit payment to EFS is absolute and shall not be diminished, excused or discharged by any Force Majeure Event.

14.14 Office of Foreign Asset Control. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

14.15 Language. The parties have requested that this Agreement be drafted in English. Les parties aux présentes ont exigé que le présent contrat soit rédigé en langue anglaise.

SCHEDULE TO EFS MSA
CUSTOMER APPLICATION

SECTION I: CUSTOMER COMPANY INFORMATION			
CORPORATE NAME: Big John's Trucking LLC		NAME (DBA):	
LOCATION ADDRESS: 1234 Apple Drive		BILLING ADDRESS: 1234 Apple Drive	
CITY, STATE/PROVINCE, ZIP/POSTAL CODE: Salt Lake City, UT 84123		CITY, STATE/PROVINCE, ZIP/POSTAL CODE: Salt Lake City, UT 84123	
WEB URL ADDRESS/DOMAIN NAME: www.johnstrucking.com		COMPANY EMAIL ADDRESS: Johnd@johnstrucking.com	
LOCATION TELEPHONE: 801-123-4567	FEDERAL TAX OR CRA ID #: 47-855642	CORPORATE TELEPHONE: 801-123-4567	FAX NUMBER: 801-321-4321
DUN & BRADSTREET #: 55864-41	DOT #: 123456	YEARS IN BUSINESS: 35	MC OR PROVINCIAL OPERATING LICENSE:
OWNERSHIP: ☐ INDIVIDUAL/SOLE PROPRIETOR ☒ CORPORATION ☐ TAX EXEMPT ☐ LIMITED LIABILITY COMPANY (LLC) ☐ PARTNERSHIP ☐ GOVERNMENT ☐ MEMBER SBA ☐ MEDICAL/LEGAL CORPORATION			
NUMBER OF: CARDHOLDERS/DRIVERS 20 TRUCKS 15		AMOUNT OF AVERAGE WEEKLY VOLUME: FUEL 20,000 CHECKS N/A OTHER N/A	
DESCRIPTION OF TRANSPORTATION SERVICES PROVIDED TO YOUR CLIENTS: Haul Produce			

SECTION II: MANAGEMENT PROFILE (**MINIMUM OF 2 OFFICERS UNLESS SOLE PROPRIETORSHIP**)			
NAME: John Doe	TITLE: Owner	NAME: Jane Doe	TITLE: Owner
YEARS W/ COMPANY: 35	% OF OWNERSHIP: 50	YEARS W/ COMPANY: 35	% OF OWNERSHIP: 50
OFFICE TELEPHONE: 801-123-4567	MOBILE TELEPHONE: 385-385-3853	OFFICE TELEPHONE: 801-123-4567	MOBILE TELEPHONE: 385-583-5835
E-MAIL ADDRESS: johnd@johnstrucking.com	DATE OF BIRTH: 10/31/1950	E-MAIL ADDRESS: janed@johnstrucking.com	DATE OF BIRTH: 12/25/1952
HOME ADDRESS: 1400 Mayflower Lane Salt Lake City UT 84321		HOME ADDRESS:	
HAS COMPANY (CUSTOMER) OR THE OWNERS/PRINCIPALS EVER FILED FOR BANKRUPTCY? ☐ YES ☒ NO IF YES: ☐ BUSINESS BANKRUPTCY ☐ PERSONAL BANKRUPTCY PLEASE EXPLAIN:			

SECTION III: BUSINESS REFERENCES		
BANK REFERENCE: Sweetwater Bank	CONTACT: Jill Campos	TELEPHONE NUMBER: 888-435-7542 XT 123
TRADE REFERENCE (SUPPLIER) NAME: Billy's Apple Orchard	CONTACT: Bill Johnson	TELEPHONE NUMBER: 801-774-7589
TRADE REFERENCE (SUPPLIER) NAME:	CONTACT:	TELEPHONE NUMBER:

Customer understands and agrees that sensitive Customer Information (including credit line availability, check drawable balance information, transaction authorization information and such other Confidential Information EFS may designate from time to time) may only be accessed by Customer employees listed in the Management Profile (Section II above) and such other employees designated by Customer as Authorized Users. It is Customer's sole responsibility to notify EFS in writing of any changes to the Customer designated employees authorized to receive such Confidential Information. EFS shall have no liability whatsoever for providing such information to Customer's designated employees in compliance with the foregoing.

AUTHORIZATION

Customer hereby represents and warrants that the Application is complete and accurate and the information may be relied upon by EFS. Customer hereby authorizes EFS, without reservation, to verify the information on the Application.

Sign →

Print Name: John Doe

Title: Owner

Authorized Signature: John Doe

Date: 01 / 01 / 2015

EXHIBIT A - EFS FUEL CARD, CHECK AND MONEY CODE SERVICES

Customer:	Big John's Trucking LLC	Customer ID (existing customers only):	

Section I: Account Details

Detail	USD	CAD	Description	Primary Account Currency	☒ USD ☐ CAD ☐ Dual* *Instruments may be issued in either currency
Number of cards	20		Requested # of cards		
Number of checks	N/A		Requested # of checks		

Section II: Transaction Fees

CARD TRANSACTIONS

Transaction Type	Transaction Fee USD	Transaction Fee CAD	Description
Funded Fuel Card	$0.00	$0.00	EFS funds and settles transactions

Section III: Initial Term

Initial Term: 1 year(s)

This Exhibit will be effective as of the date signed below, and will continue for the Initial Term set forth above. This Exhibit will automatically renew at the end of the Initial Term, and each renewal term thereafter, for additional one year renewal terms, unless either party gives at least 30 days prior written notice that the Exhibit will not be so renewed prior to the end of the then effective term. "Term" as used in this Exhibit means the Initial Term together with each renewal term.

Section IV: Security Amount

☐ General Surety Bond in the amount of $ ☐ Bank Letter of Credit in the amount of $
☐ Other: cash in the amount of $prepay ☒ Open Line of Credit
☐ Third Party Insurance via EFS in the amount of $. Customer agrees to pay EFS an annual security fee of $100.00 to provide such insurance.

Request

Notes: The Security Amount shall be retained up to forty-five (45) days following termination of this Exhibit. EFS may offset against the Security Amount for any amount owed by Customer under this Agreement, including, but not limited to, repayment of Advances, Fees, and costs related to lost, damaged or unreturned equipment. If EFS' third party insurance provider reduces or cancels Customer's coverage, EFS, at its sole discretion, may reduce Customer's Credit Limit (as defined in the EFS Master Services Agreement) and/or modify the remittance method and frequency.

Section V: Remittance Method

☐ Online Payment (requires credit approval) ☐ Fax Check (requires credit approval) ☒ Debit ACH (requires credit approval)
☐ Western Union Quick Collect and Third Party Checks ☐ Credit ACH ☐ Wire Transfer

Request

Notes: (1) Customer will remit all funds (in full) then due to EFS on each Remittance Day (as set forth in the Remittance Chart) or on the succeeding banking business day if such Remittance Day is not a banking business day using the remittance method selected above and defined as follows: (a) "Online Payment" refers to payments made by Customer to EFS via the internet. EFS will initiate a draft against an account designated by Customer; (b) "Debit ACH" refers to a debit initiated by EFS (via Automated Clearing House or other electronic means) against an account designated by Customer; (c) "Credit ACH" refers to a credit initiated by Customer, at its own expense, (via Automated Clearing House or other electronic means) to an account designated by EFS. (d) "Fax Check" refers to Customer's submission of payments via fax to EFS. EFS will initiate a draft against an account designated by Customer. A $25 fee per transaction processing fee shall apply and certain restrictions may apply; (e) "Western Union Quick Collect and Third Party Checks" refers to a Western Union Quick Collect or any other Third Party Check transfer initiated by Customer, at its own expense, to an account designated by EFS. A $20.00 fee per transaction processing fee shall apply; (f) "Wire Transfer" refers to a wire transfer initiated by Customer, at its own expense, to an account designated by EFS. A $5.00 fee per transaction processing fee shall apply.
(2) The Remittance Chart is attached below and includes the specific days of activity to which the remittance shall apply, the day payments will be remitted to EFS, and must be acknowledged (as being an accurate representation) and signed by an authorized representative of Customer.
(3) Customer is required to send or transmit its six (6) digit EFS Account Number with each payment.
(4) EFS shall apply all payments beginning with the oldest invoiced amounts through the most recently invoiced amounts.
(5) If a payment is returned or rejected, EFS, at its sole discretion, may reduce or cancel Customer's available Credit Limit or assess a return payment fee, and EFS reserves the right to modify the remittance method and frequency.
(6) Additional fees may apply for invoices or transaction reports delivered via mail.

Section VI: Remittance Chart

REPORTING PERIOD(S) - *Remittances and fees for activity on*			REMITTANCE DAY(S) - *Will be remitted to EFS on*
Tuesday	Thru	Wednesday	Friday

not necessary or Request

Additional Terms and Conditions: EFS Fuel Card, Check and Money Code Services

1. EFS Card, Check and Money Code Services.

1.1 Services. EFS will provide EFS Fuel Cards ("Cards") and EFS Checks ("Checks"), and EFS electronic money codes ("Money Codes") to Customer for use by Customer in accordance with and subject to the Terms (defined below), and, in the case of Checks, in accordance with the instructions set forth on the Check Authorization Record and blank/draft Check forms that EFS may provide to Customer from time to time. Cards, Checks and Money Codes are referred to herein as "Instruments".

1.2 Authorized Use. Instruments may be used by Customer and its Authorized Users (defined below) at EFS-authorized locations ("Service Centers") to purchase fuel, products, services and/or to obtain Advances (as defined in Section 5). "Authorized User(s)" refers to Customer's employees, contractors, agents and owner/operators to whom Customer issues Instruments or access to Instruments.

1.3 Customer acknowledges and agrees that this Agreement provides for financial accommodation services within the meaning of 11 USC §365. Furthermore, all Instruments issued hereunder and all extensions of credit in connection with the foregoing shall be deemed made, executed, delivered and consummated in the State of Utah.

2. Termination.

2.1 Termination. Either party may terminate this Exhibit if the other breaches a material representation, warranty, term, condition or obligation under this Exhibit, and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

2.2 EFS Rights upon Termination. Upon termination of this Exhibit or EFS' determination that Customer has breached a representation, warranty, term, condition or obligation under this Exhibit, EFS may immediately: (i) cease Instrument transaction authorizations and Advances in respect thereof; and/or (ii) hold (and apply to Customer's repayment obligations) the fuel discounts processed by EFS on behalf of Customer; and/or (iii) apply the Security Amount (as defined in Section 5) to Customer's repayment obligations. The termination of this Exhibit will not affect any party's rights or obligations with respect to any other Exhibit that remains in force or any provision that survives termination of this Exhibit.

3. Finance Charges; Policies.

3.1 Finance Charges. Customer acknowledges that, to the extent permitted by applicable law, Money Codes dormant for a period of six (6) months will be assessed a minimum monthly maintenance fee of $10.00 or 4% of the original Money Code balance, whichever is greater, per Money Code number, not to exceed the unused balance on each such Money

Code. Application of such maintenance fee may vary from jurisdiction to jurisdiction, and the parties intend that such provision will apply only to the extent permitted by applicable law.

3.2 Policies. EFS policies governing the calculation of finance charges, account balances, statements, errors and questions, grace periods, use of Instruments by Authorized Users as well as unauthorized users, Customer audits and other general information governing how EFS will administer Customer's account (the "Policies") are available on the EFS Website and may be updated by EFS from time to time. Customer will use Instruments only in accordance and compliance with the Terms and the Policies.

4. **Representations, Warranties and Covenants.** Customer hereby represents and warrants that Checks will not, under any circumstances, be deposited into any account of Customer or other corporate officer, principal, partner or owner of Customer nor shall any Check be made out to or endorsed over to, any such person. EFS may cancel, revoke, repossess or restrict the use of Instruments and withhold validation of Checks at any time, in its sole discretion, in the event Customer fails to comply with this Section 4.

5. **Security Amount; Advances.** Customer agrees to secure the performance of its obligations under this Agreement by maintaining the security amount, in the amount and in the method indicated above ("Security Amount"). "Advance(s)" refers to an advance of funds for fuel or related product purchases, cash advances or money transfers, requested and initiated by Customer, with funds made available by EFS to Customer and/or its Authorized Users to fund transactions at various locations, such as banking institutions, Service Centers etc. Customer agrees to repay all Advances, without deductions or offsets.

6 Fraud.

6.1 Fraud Prosecution. Customer and EFS agree to cooperate with each other in preventing and prosecuting any fraudulent activity by employees of any party hereto or any third party with respect to services anticipated by this Exhibit, the use of and receipt of Services, or otherwise arising in connection with any other relationship between the parties anticipated by or set forth in this Agreement. EFS reserves the right to interrupt, suspend, or terminate Services without notice to Customer if EFS, in its sole discretion, suspects fraudulent, illegal or abusive activity. Customer agrees to provide, at no cost to EFS, any and all documentation and information as EFS may request, including but not limited to affidavits and police reports. Failure to provide reasonable cooperation shall result in Customer's liability for all fraudulent usage of Services.

6.2 Lost or Stolen Instruments. Customer must notify EFS immediately upon learning of the loss, theft or possible unauthorized use of an Instrument by calling EFS at 888-824-7378. Customer agrees to immediately inactivate any of its Instruments that are lost, stolen, or that may be or have been used without proper authority. Customer may do so at the EFS Website or by calling the number above.

6.3 Liability for Unauthorized Use. Subject to the Terms, if fewer than ten (10) Cards are issued on Customer's account, Customer may be liable for the unauthorized use of its Instruments up to a maximum of $50.00 once EFS has been notified of the lost or stolen Instrument(s) and confirms that such transactions were, in fact, unauthorized. If Customer requests and EFS issues ten (10) or more authorized Cards on Customer's account Customer agrees it shall be responsible to pay EFS for all purchases with all Instruments issued to Customer and its Authorized Users whether the purchase(s) made are by persons authorized by Customer to utilize the Instruments or not. Notwithstanding the foregoing, Customer shall not be required to pay for any purchases made with Instruments more than three (3) hours after (i) Customer notifies EFS that such Instruments have been lost or stolen, (ii) Customer has withdrawn authorization of an Authorized User to use the Instrument, that Customer desires to cancel the applicable Instrument or that Customer desires to terminate this Exhibit. Unauthorized use does not include use by a person to whom Customer has given an Instrument, a person to whom an Authorized User has given authority to use the Instrument or any other person with authority to use the Instrument, and Customer will be liable for all use by such a user.

7. **Survival of Obligations.** Sections 1.3, 2.2, 3, 4, 5, 6 and 7 and obligations of any guarantors of Customer's obligations hereunder will survive termination of this Exhibit.

By signing below, Customer acknowledges and agrees to the terms of this Exhibit A being made a part of Customer's EFS Master Services Agreement (together with the terms of this Exhibit A, the "Terms"), and that EFS will provide the Fuel Card, Check and Money Code services subject to the Terms.

Sign →

Customer Authorized Representative Signature: _____ Date: 01/01/2015

EXHIBIT M - BILLING INSTRUCTIONS AND AUTHORIZATION

Customer:	Big John's Trucking LLC	Carrier ID (existing customers only):	

Section I: Billing Information

This Exhibit forms a part of the Master Services Agreement (the "Agreement") between the Customer identified above and Electronic Funds Source LLC ("EFS"). By signing below, Customer agrees that all amounts due to EFS under the Agreement, including with respect to any Services provided thereunder pursuant to any separately executed Exhibit, will be billed and paid in accordance with the terms of the Agreement, such Exhibits as applicable, and this Exhibit. Customer represents and warrants that all information provided on this Exhibit is accurate and complete. Customer will promptly notify EFS of any changes in any of the information provided below by submitting a revised copy of this Exhibit to EFS.

Billing Contact Name:	Jane Doe	Billing Contact Phone Number:	801-123-4567 Ext.
Billing Contact Email Address:	janed@johnstrucking.com		
Billing Address:	1234 Apple Drive		

City:	Salt Lake City	State:	UT	ZIP:	84123	Country:	USA

Section II: Method of Payment and Additional Terms (select only one)

☐ Wire (attach wire instructions)

☒ ACH

If ACH is selected, Customer authorizes EFS to originate an electronic funds transfer credit/debit entry to Customer's financial institution account listed below in accordance with NACHA and/or Canadian Payments Association rules, as applicable, and hereby authorizes such depository financial institution (the "Financial Institution") to accept and to credit or debit the amount of such entry or entries to Customer's financial account. Customer understands that funds held by the below listed Financial Institution may be made available through an EFS form of identification. Therefore, in order to facilitate this availability, Customer authorizes Financial Institution to allow EFS full access to all information relating to and about the above listed account. Customer further understands and agrees that the Automated Clearing House electronic funds transfer ("EFT") debit entry will only be accepted by Financial Institution if sufficient funds are available in Customer's financial account listed above, and Customer agrees separately with EFS to deposit adequate funds into Customer's financial account prior to each EFT debit made by EFS. Customer agrees to pay EFS immediately all sums refused by Financial Institution for transfer to EFS. In the event EFS electronically debits Customer's account in an amount less than $500, EFS may pass the electronic debit charges to Customer, and may collect the same in that or any subsequent debit.

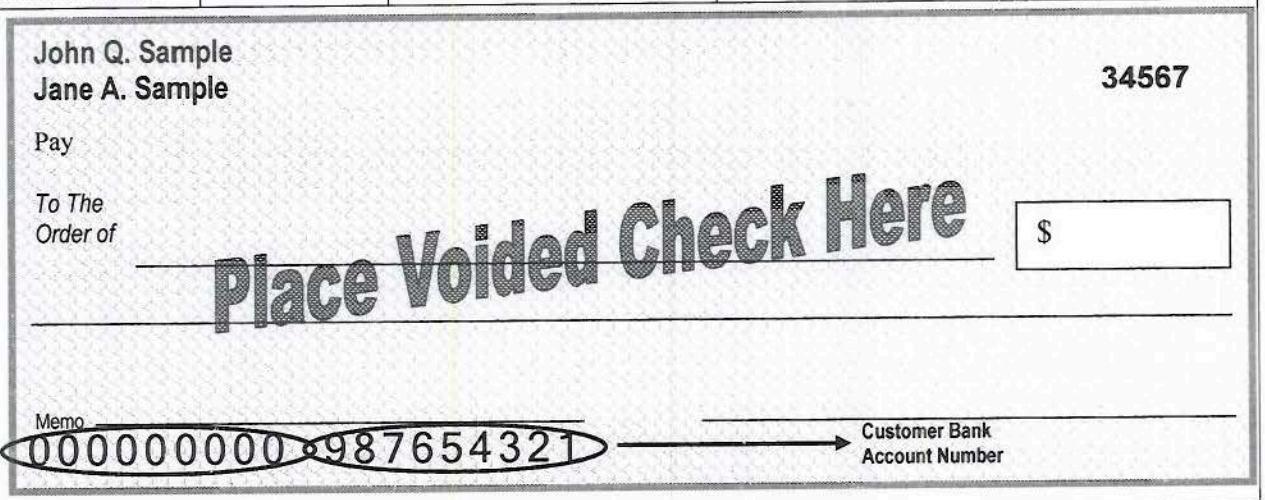
All authority given pursuant to this document shall remain in effect until thirty (30) days after Financial Institution, at the address indicated above and EFS, at the address indicated in the Agreement, have received a written cancellation from Customer. Notice of cancellation shall not affect debit and/or credit entries initiated prior to the 30th day following Financial Institution and EFS' actual receipt of notice.

Customer Financial Institution Name:	Sweetwater Bank		
Financial Institution Account Contact:	Jill Campos	Contact Phone Number:	888-435-7542 Ext. 123
Financial Institution Address:	55 Financial Way		

City:	Salt Lake City	State:	UT	ZIP:	84578	Country:	USA

Financial Institution Transit Number:	12345678	Customer Account Number:	654321	(see example below)

For ACH, attach voided check, sign and return the form to EFS



Sign →

Customer Authorized Representative Signature: _____ Date: 01/01/2015