

ARCO Business Solutions Mastercard Client Agreement

Summary of Certain Fees¹²³

Category	Fee / Rate
Important Note: Please review all of these materials so that you are fully informed about your terms and conditions. We may change the rates, fees, and terms summarized below at any time by giving you written notice of such changes.	
Program Fees	
Account Fee	<ul style="list-style-type: none"> • Up to \$10 per month (waived for each month over 5,000 gallons of fuel are purchased)
Other Fees & Charges	
Non-Standard Payment Option	<ul style="list-style-type: none"> • \$0 for payment via the online account management system • \$0 for payment via the Interactive Voice Response (IVR) system • \$15 per representative assisted Check by Phone payment • Up to \$50 set up fee plus up to \$5 per FLEETCOR initiated EFT payment • Up to \$50 per Customer initiated ACH/Wire/Non-Standard payment • Up to \$25 per check payment
Late Payment	<ul style="list-style-type: none"> • Standard Accounts: Greater of \$75 or 7.25% of New Balance • High Credit Risk Accounts: Greater of \$75 or 12.25% of New Balance
Returned Payment	<ul style="list-style-type: none"> • Up to \$50 per occurrence
High Credit Risk Account	<ul style="list-style-type: none"> • Up to 2% of the Account's Credit Limit
Paper Report	<ul style="list-style-type: none"> • Up to \$15 (Note: Standard reports are available on-line free of charge)
Out of Network Transaction	<ul style="list-style-type: none"> • Up to \$2 per transaction at out-of-network merchant locations
International Acceptance	<ul style="list-style-type: none"> • Up to 1.1% of the purchase amount
Card Delivery Fee	<ul style="list-style-type: none"> • Up to \$2.50 per replacement Card plus shipping and handling

¹ Listed charges may not be applicable to all Customers.

² Charges/fees for additional products/services is available upon request.

³ Additional charged/fees may apply based on Customers agreed upon program.
Please refer to full cardholder agreement for complete details.

®ARCO® is a registered trademark owned by Marathon Petroleum Corporation. MasterCard is a registered trademark of MasterCard International, Incorporated. ARCO MasterCard Card is issued by Regions® Bank, pursuant to license by MasterCard.

Terms and Conditions (For Commercial/Business Use Only)

This Agreement sets forth the terms and conditions for use of the ARCO® Business Solutions MasterCard® Cards ("Cards") and the account established in connection with the Cards ("Account") operated by FleetCor Technologies Operating Company, LLC ("FleetCor"). FleetCor and its agents, suppliers and contractors are sometimes hereafter referred to collectively as "Operator." Use of the Account and the Cards constitutes acceptance of this Agreement. "Customer" means the business for which the Account has been established. "Authorized Representative" is the individual employed by Customer who requested the Account to be established for use by Customer.

1. Nature of Account and Card Use. The Cards are issued by Regions Bank, headquartered in Birmingham, Alabama, or another financial institution ("Issuing Bank"). Customer represents that it is either a governmental, non-profit or commercial business enterprise and agrees that the Account is for business purposes only, and any Card(s) issued under the Account will not be used for personal, family or household purposes. Further, the Account and Card(s) may be used only for valid and lawful purposes and for individual retail sales. The processing of accumulated sales or the purchasing of bulk fuel is prohibited using the Account or Cards. If Customer uses, or allows someone else to use, the Card(s) or Account for any other purpose, Customer shall be responsible for such use and may be required to reimburse FleetCor, the Issuing Bank, and MasterCard International Incorporated ("MasterCard") for all amounts or expenses paid by such entities as a result of such use. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. Use of the Cards may be canceled, revoked, repossessed or restricted at any time.

2. Additional Cards. Customer may request additional Cards on the Account for Customer or others. Customer may permit such an authorized user to have access to Cards or a Card requested for them on the Customer Account number. However, Customer must pay FleetCor for all charges

made by those persons, including charges for which Customer may not have intended to be responsible. In order to cancel permission of such an authorized user to use the Account, Customer must notify Operator in writing, and Customer must return to Operator, with written notice, any Card in the possession of such authorized user. Customer will continue to be liable for all purchases made by authorized users, even if Customer no longer want them to make purchases and even if they leave Customer employment, and all other resulting Account fees and charges, until Operator receives letter cancelling permission. If Authorized Representative leaves the business for any reason, or if the business ceases ongoing operations, is subject to a change in control or structure or transfers or agrees to transfer a substantial part of its assets, Customer must notify Operator in writing so that the Account may be closed. Customer is responsible for the use of each Card issued on the Account according to the terms of this Agreement.

3. **Program Fee.** FleetCor reserves the right to charge Program Fees for membership, tax exempt reclamation processing, enhanced reporting and/or other features and benefits made available to certain accounts. These fees may be subject to change. Tax exempt reclamation is only available to certain types of accounts in certain geographies. Customer may be eligible for additional services from time to time. If Customer is eligible for an additional service, FleetCor may enroll Account in the service. The terms and fees applicable to such service will be disclosed prior to enrollment. Customer will have the opportunity to opt-out of enrollment in such service before fees are charged.

4. **Account Fee.** FleetCor reserves the right to charge up to a ten dollar (\$10) per month Account Fee, which may be subject to change. This fee is waived for any month that the Account purchases are more than 5,000 gallons of fuel.

5. **Credit Limit.** The credit limit for the Account is determined by FleetCor and adjusted up or down periodically without prior notice based on changes in the Account's purchase volume, average fuel prices, billing frequency, payment terms, and the Customer's creditworthiness. The amount of credit and open-to-buy for the Account is available anytime by calling customer service or via the online account management system. Customer shall not allow its unpaid balance, including unbilled transactions, fees and other charges on the Account, to exceed its credit limit at any time. If Customer exceeds the Account credit limit the system immediately locks the Account, and any future transactions will be declined until the unpaid balance is below the credit limit. In order to periodically re-evaluate the Account's credit limit, Customer hereby agrees to allow FleetCor to obtain credit reports on the Customer and/or any "guarantor" of the Account whenever FleetCor deems necessary.

6. **Credit Balance.** Unless otherwise mutually agreed upon, Customer may not make a payment on the Account that will create and/or maintain a credit balance in excess of any assigned credit limit. FleetCor will return any credit over five dollars (\$5) if the amount has been on the Account longer than three (3) months. Customer may request a credit balance refund at any time. FleetCor reserves the right to write off credit balances equal to or less than five dollars (\$5) if they have been on the Account longer than three (3) months and FleetCor may reduce the amount of any credit balance by the amount of new charges posted to the Account. Customer agrees and understands that a credit balance on the Account may not increase the amount of available credit on the Account.

7. **Billing and Payment Terms.** Billing frequency and payment terms are established for the Customer during the initial Account application process and are subject to change by FleetCor as outlined below. Customer shall be responsible for all Cards and charges made to the Account. **This is not a revolving credit account.** The "Total Balance Due" amount shown on each Account statement is due and payable via check, online, Check by Phone or EFT and must be posted to the Account by the "Due Date" shown on the statement. The Total Balance Due amount on each Account statement includes transactions posted since the prior statement date (current period charges), applicable service fees, amounts past due (e.g. unpaid amounts previously billed), Late Fees, and any other applicable charges, less posted payments and applicable credits and/or rebates.

a. **Check Payments.** Checks should be made out of "Card Services" and sent along with the payment stub (lower portion of the statement summary page) via US Mail to the address shown on the statement. Overnight payments may be sent via guaranteed delivery to 109 Northpark Blvd, Suite 500, Covington, LA 70433 attn: ARCO Accounts Receivable. Conforming payments received at the address as displayed on statement before 4:00 p.m Eastern Time on a business day (Monday through Friday excluding banking holidays) will be posted to the Customer's Account on the same day. All other payments will be posted the following business day.

b. **Customer Initiated Online Payments.** Customer can submit payments via the online account management system. If insufficient funds are available on the Account balance at the time a debit is initiated, Customer will not be able to make any further purchases using the Cards until such time that the Customer pays the outstanding balance in the Account. Payments made online and received on or before 4:00 p.m. Eastern time on a business day will be credited to Customer's Account on the same business day. Otherwise, online payments will be credited to Customer's Account within the next business day.

c. **Check by Phone.** FleetCor reserves the right to charge a Check by Phone Fee not to exceed fifteen dollars (\$15) for Customer requested payment made by calling a Customer Service Representative. Payment by phone received by 4:00 p.m. Eastern Time on a business day will be credited to Customer Account on the same business day, otherwise pay by phone payments will be credited to Customer's Account within the next business day. Customer can avoid the Check by Phone Fee by making the payment through the Interactive Voice Response (IVR) system or by using the online account management system to pay electronically.

d. **FleetCor Initiated Electronic Funds Transfer(EFT).** FleetCor, at its sole discretion, may offer Customer the option of EFT payment.

Authorization to Debit to Bank Account. If Customer has completed an EFT authorization form, Customer hereby authorizes FleetCor to deposit funds, settle funds, and deduct funds Customer owes us from designated bank Account (Bank Account).

Debits to Bank Account. On the Due Date of each Billing Cycle, FleetCor will initiate a debit to the Bank Account to pay the Total Balance Due of the Account from the previous Billing Cycle. If the amount charged to the Account exceeds the spend limit at any time, FleetCor will also debit the Bank Account for the excess amount. The exact time that the Bank Account will be debited for the amount charged to the Account may vary, depending on the processing capabilities of the bank at which the Bank Account exists.

If insufficient funds are available in the Bank Account to pay the Total Balance Due at the time a debit is initiated, Customer will not be able to make any further purchases using the cards until such time that Customer pays the outstanding balance in the Account. Furthermore, Customer will be assessed Returned Check Fee and Late Fees related to the insufficient funds transaction. If the EFT option is offered to Customer, FleetCor reserves the right to charge a one-time set up fee up to fifty dollars (\$50.00) per Account and a EFT bank handling fee of up to five dollars (\$5.00) per debit of the Customer's Bank Account. FleetCor may change their billing and debiting cycle at any time by providing written notice to the Customer.

Change in Bank Account. To change the Bank Account, Customer's authorized representative must provide a written request of such change to the ARCO Business Solutions MasterCard Help Desk. The request should include the following information for the new account:

- Bank name (the bank must be a member of the National Automated Clearinghouse Association (NACHA));
- Branch address;
- Branch number; and
- Account number

The request should also contain a voided check from the new Bank Account. It will take approximately ten days for FleetCor to change the account. During this time, Customer agrees to cooperate with FleetCor to provide additional information necessary to make the change and to execute a test of the change

e. Customer Initiated Electronic Funds Transfer(EFT).

Credit to Our Bank Account. Customer will initiate a credit to FleetCor's designated bank account to pay the Total Balance Due of the account as shown on the statement. This credit must be received by FleetCor before the Due Date on the statement. The exact time that the designated bank account will be credited for the amount charged to the account may vary, depending on the processing capabilities of the Customer's bank.

Similar charges and conditions apply as FleetCor Initiated EFT.

f. Other Payments. FleetCor reserves the right to charge a fee of up to fifty dollars (\$50.00) for processing each Automated Clearinghouse (ACH) / Wire payment / Other non-standard payment methods.

If Customer does not make full payment of the Total Balance Due by the Due Date, then Customer shall pay a Late Fee equal to: (i) the greater of (a) seventy-five dollars (\$75) or (b) 7.25% of the New Balance (defined below), or (ii) the maximum amount permitted under applicable law if less than the amount in subsection (i). However, if Customer is deemed to be a "High Credit Risk Account" as defined below, the applicable late fee may be increased to (i) the greater of (a) seventy-five dollars (\$75) or (b) 12.25% of the New Balance, or (ii) the maximum amount permitted under applicable law if less than the amount in subsection (i) of this sentence, for each billing period for which full payment of the Total Balance Due amount was not received by the Due Date. The New Balance amount on each Account is calculated just prior to the billing date and equals the Total Balance Due from the last Account statement plus any additional posted purchase transactions. FleetCor also reserves the right to charge a Returned Check Fee of up to fifty dollars (\$50) or the maximum amount permitted by law, whichever is less. If FleetCor deems Account uncollectible or institute delinquency collection proceedings by sending Account to an outside collection agency or attorney for collection, Operator may stop sending Account billing statements. However, fees will continue to accrue whether or not FleetCor sends Account billing statements. Customer must notify Operator of a change in Customer address by contacting customer service by telephone or mail. Operator will mail or deliver the billing statement to only one address.

8. Credit Reporting. FleetCor may report Customer performance under this Agreement to credit reporting agencies, including the failure to make payments on time. If Customer requests additional Cards on the Account for others, Customer understands that FleetCor may report Account information in Customer name as well as in the names of those other people and/or guarantors. FleetCor may also obtain follow-up credit reports on Customer (for example to review Account for a credit limit increase).

9. Check Processing Service Charge. FleetCor reserves the right to charge a Check Processing Service Charge not to exceed \$25. Customer can avoid this charge by using the online account management system paying the Account electronically.

10. High Credit Risk Accounts. In the event that the Customer's Commercial and/or Consumer Credit Score as reported by a credit reporting agency utilized at FleetCor's discretion is below FleetCor's standard threshold for creditworthiness (this risk threshold is five hundred thirty (530) for commercial credit scores and six hundred and seventy (670) for individual credit scores), or the score drops by fifty-one (51) points or more in a 3 month period, or the Account incurs more than one Late Fees in any 12-month period or is 30 days or more delinquent in any 12-month rolling period, or makes a payment that is not honored by Customer's bank, or the Customer operates in trucking or transportation industry, FleetCor may deem the Customer to be a "High Credit Risk Account" and reserves the right to change the Account's billing cycle, payment terms (days-to-pay), fee rates, and credit limit in accordance with the Change of Terms procedures as explained elsewhere in this Agreement. In addition, FleetCor reserves the right to charge the Account a Credit Risk Assessment of up to two percent (2%) of the Account's Credit Limit per billing cycle. FleetCor may review each High Credit Risk Account at least once every three months for changes in creditworthiness. The High Credit Risk decision is made solely by FleetCor based on information provided by D&B, Experian and/or Equifax along with the Account's payment history and any other Account factors that relate to risk exposure. The credit reporting agency does not participate in the decision. Customer questions concerning their commercial and/or consumer credit scores should be directed to the applicable reporting agencies directly. D&B may be contacted at 800-234-3867 or by mail to Dun and Bradstreet Corporation, 103 JFK Parkway, Short Hills, NJ 07078. Equifax may be contacted at 800-727-8495 or online at www.equifax.com. Experian may be contacted at 888-808-8242 or online at www.experian.com.

11. Change of Terms; Termination. The terms of this Agreement may be changed at any time upon notice. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may end this Agreement by notifying Operator at the toll-free customer service line or via mail to 5301 Maryland Way, Brentwood, TN 37027 attn: ARCO Support Team before the effective date of the change, returning all Cards to Operator at 5301 Maryland Way, Brentwood, TN 37027 attn: ARCO Support Team and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written or telephone notice to the other party.

12. Statements and Reporting. Account statements and standard fleet management reports are available on-line free of charge via the online account management system. FleetCor can also provide paper copies of each statement and the accompanying management report with transaction details via US Mail. FleetCor reserves the right to charge a Paper Report Fee of \$1.50 per Card up to a maximum of fifteen dollars (\$15). Customer understands and agrees that Operator may be required to filter data received from merchants from time to time as necessary to provide complete reporting information to Customer when the merchant is unable to deliver complete purchase detail data (e.g. product code, gallons, price per gallon).

13. Tax Reporting Limitations. Applicable taxes for fuel, maintenance and other non-fuel purchases are dependent on the information provided to us by the applicable merchant location. If Customer is a tax-exempt organization, other agreements may be entered into with Operator to

accommodate tax exempt purchases of fuel. However, nothing in this Agreement shall allow even a tax-exempt organization to exclude from its payments to FleetCor all taxes included in your Total Balance Due.

14. Out of Network Transactions. Cards are accepted at fueling locations that accept MasterCard® cards and may be accepted at other business-related merchants that accept MasterCard® cards, if your Cards are configured for acceptance (e.g. maintenance, office supplies, airlines, hotels, restaurants, etc.). FleetCor reserves the right to charge an Out of Network Fee of up to two dollars (\$2.00) per transaction, which is subject to change, for transactions that occur at merchant locations that are out of network.

15. Telephone Monitoring and Recording. From time to time Operator may monitor and record your telephone calls regarding the Account to assure quality of service.

16. Card Acceptance. MasterCard fleet cards are typically accepted at all fueling locations that accept MasterCard, and if approved by Operator may be allowed to make purchases at other business-related merchants (e.g. maintenance, office supplies, airlines, hotels, restaurants, etc.). However, Operator is not responsible and shall have no liability if a merchant or any third party refuses to honor Customer's Card or accept a transaction on Customer's Account. Operator, accepting merchants, and their card processors may restrict the maximum amount of any particular transaction, especially fuel being dispensed from an automated device. Similarly, the number of transactions allowed by Customer's Account in one day, one week, or one month may be limited by Operator, accepting merchants and their card processors. These restrictions are primarily for security and fraud control reasons. Operator will not be responsible or have any liability if authorization for a transaction is not given, even if the Customer's Account has sufficient credit available. Additionally, if the Account is over the credit limit or delinquent, authorization of additional transactions may be declined. Operator reserves the right to prevent Cards from working at certain types of merchant locations deemed to be "quasi-cash" or a higher risk of fraud (e.g. internet purchases, casinos, money transfer agents, financial institutions) at any time without prior notice.

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

18. International Card Acceptance. Operator reserves the right to prevent Cards from working outside of the US. In the event that the Card is allowed to make international purchases, the transaction amount will include a MasterCard Currency Conversion Assessment Fee of 20 basis points (0.2%) of the purchase amount and may include a MasterCard Cross-Border Fee of up to 90 basis points (0.9%) of the purchase amount depending on the merchant location's processor.

19. Disputed Item. Customer must notify Operator in writing at 5301 Maryland Way, Brentwood, TN 37027 attn: ARCO Support Team of any disputed item on Customer's billing statement within sixty (60) days from the date of the billing statement, or it will be deemed undisputed and accepted by Customer. Unless required by law, Operator is not responsible for any problem Customer may have with any goods or services charged on the Account. If Customer has a dispute with a merchant, Customer must pay the Account and settle the dispute directly with the merchant. Operator is not responsible if any merchant refuses to honor the Card.

20. Default and Remedies. Customer defaults under this Agreement including, without limitation, if fail to pay the Total Balance Due when due or fail to comply with any other obligation you have under this Agreement; file for bankruptcy; exceed credit limit; pay by a check or similar instrument that is not honored or that we must return because it cannot be processed; pay by automatic debit that is returned unpaid; or default under any other agreement that you have with us. In the event of default under this Agreement. Operator shall have the right to immediately suspend the Account and terminate any price incentives (e.g. discounts or rebates) until such breach is cured. In the event any such breach or default is not cured within a reasonable period of time, then Operator may thereafter terminate this Agreement. Customer's obligation to pay for all outstanding amounts on the Account incurred before the effective date of termination shall survive termination. In the event that the Account is turned over to a collection agency or an attorney for collection of unpaid amounts or otherwise to enforce this Agreement, Customer agrees to pay all costs, fees and expenses of such agency or attorney, including, without limitation, court costs and out-of-pocket expenses.

21. Lost or Stolen Cards. Customer agrees to notify Operator immediately at the toll-free customer service line of any loss, theft or unauthorized use of the Account or of any Card. Customer understands that it is liable for unauthorized use of the Account and Cards to the fullest extent permitted by applicable law. Customer agrees in any event that if at any time Customer has been issued ten (10) or more Cards at Customer's request, then Customer waives any and all limitations of liability for unauthorized use of such Cards. If Customer desires one or more replacement cards, including, but not limited to replacing lost, damaged, or expired cards, Customer must notify Operator at the toll-free customer service line or in writing at 5301 Maryland Way, Brentwood, TN 37027 attn: ARCO Support Team. FleetCor reserves the right to charge a Card Delivery Fee of up to \$2.50 per card plus shipping & handling for creating and delivering each replacement card.

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

23. **Warranty Disclaimer.** OPERATOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ALL CARDS, ACCOUNTS, PRODUCTS AND SERVICES ARE PROVIDED ON AN AS-IS BASIS.

24. **Arbitration.** Customer or Operator may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between or among such parties relating to the Cards or Account, a prior related account, or the relationship of such parties, including without limitation claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision, and no matter what legal theory such claims are based on or what remedy (damages, or injunctive or declaratory relief) such claims seek. To accommodate the right to arbitrate, Customer agrees that it will neither assert, nor participate in, a class action or other representative action or proceeding related to this Agreement, the Account, the Cards or any other aspect of Customer's relationship with Operator. The party filing for arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating (including paying the filing fee) and pursuing arbitration before a single neutral arbitrator: American Arbitration Association, or JAMS. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis.

25. **Miscellaneous.** (i) This Agreement shall be governed by the laws of the State of Louisiana without regard to the choice of law rules of such state. FleetCor has a substantial presence in such state, including accounting, treasury and tax functions. (ii) No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. (iii) This Agreement together with changes that may be in effect from time to time constitutes the entire agreement of the parties relating to this subject matter. (iv) FleetCor reserves the right to assign any or all of their rights and obligations under this Agreement to a third party. (v) Customer may not transfer or assign this Agreement or the Account. (vi) Customer must ensure that everyone using a Card issued on the Customer's Account is instructed in applicable safety measures and will comply with all applicable laws and safety notices. (vii) In no event shall any interest rate or rates payable under this Agreement or any other fees paid in connection herewith exceed the highest rate permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. (viii) If any provision of this Agreement is declared invalid, illegal, or unenforceable, the validity of the remaining provisions will not be affected.

26. **Government Regulation.** Federal law requires all financial institutions to obtain, verify and record information that identifies you (the applicant and any guarantor or comaker) when you apply for or open an account. Therefore, we ask for various identifying information about you, which may include name, address, taxpayer identification number, and other information that will allow us to identify you. You also represent and covenant that you (a) are not currently and shall not become subject to any law, regulation, or list of any government agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits us from making any advance or extension of credit to you or from otherwise conducting business with you, and (b) shall provide to us, MasterCard and the issuing bank, when requested, documentary and other evidence of your identity or the identity of any person to whom you furnish a card, so that we may comply with any applicable law or regulation, including, without limitation, Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. Section 5318.

27. **Equal Credit Opportunity Act Notice.** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity Act, Washington, D.C. 20580.

28. **Privacy Policy.** Customer consent to FleetCor's use and storage of information as provided in FleetCor's privacy policy available at <http://www.fleetcor.com/privacy.html>. All Account and transaction data in any way related to transactions on, or utilization of, Arco® Business Solutions MasterCard® Cards may be provided by FleetCor to Marathon. Customer consent to FleetCor's delivery of all such information to Marathon and its use and storage of personal information as provided in Marathon's privacy policy available at <https://www.marathonpetroleum.com/Privacy-Policy/>. Marathon may communicate directly with you.