



FLEET OWNER AGREEMENT

As a condition to participating in Global Montello Group Corp.'s ("**Channel Partner**") Voyager Fleet Card program, the undersigned Fleet Owner ("**Fleet Owner**") hereby acknowledges and agrees to the terms and conditions set forth herein as of the date Fleet Owner executes this Fleet Owner Agreement (the "**Effective Date**").

Network Rules

- Fleet Owner has received a true, correct and complete copy of the current Voyager Network Rules (as such may be amended or modified from time to time, the "**Network Rules**") from Channel Partner. The current version of the Network Rules is available for download at: usbpayment.com/voyager-rules. The undersigned, on behalf of the Fleet Owner, represents and warrants that, as of the Effective Date: (i) he or she is authorized by an applicable governing document or other corporate or formation authority to enter into all transactions contemplated by this Fleet Owner Agreement; and (ii) the signatures appearing on all supporting documents of authority are authentic. All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Network Rules.
- In using the Fleet Card, Fleet Owner agrees to comply with the Network Rules at all times. In addition, Fleet Owner agrees to comply with any supplemental rules or requirements relating to the Fleet Card program issued by Channel Partner from time to time.
- Fleet Owner is fully liable to Channel Partner for any acts and omissions of Fleet Owner, its directors, officers, employees, representatives, advisors or any other person to whom a Fleet Card has been provided on behalf of Fleet Owner (such person(s), "**Fleet Owner Representatives**") under the Network Rules.
- Each of Channel Partner and U.S. Bank shall, separately or jointly, have the right to enforce the Network Rules against Fleet Owner or any Fleet Owner Representative. Fleet Owner shall have no rights to enforce the Network Rules against any of Channel Partner, U.S. Bank or any of their respective affiliates.

Use of Fleet Cards; Payment of Amounts Due

- Fleet Owner shall, and shall cause each of its Fleet Owner Representatives to, use its Fleet Card(s) only for the purchases of fuel, products and services related to the business activities of Fleet Owner, all as agreed to with Channel Partner from time to time.
- Fleet Owner shall not, and shall not permit any of its Fleet Owner Representatives to, use such Fleet Card in violation of any agreement between Channel Partner and Fleet Owner relating to such Fleet Cards, the Network Rules or any applicable law.
- Fleet Owner shall promptly pay to Channel Partner all amounts owed to Channel Partner in connection with the Fleet Card(s) issued to or on behalf of Fleet Owner at such time or times and in such manner as set forth in the invoices sent to Fleet Owner from time to time or as otherwise directed by Channel Partner from time to time.
- Fleet Owner acknowledges and agrees that Channel Partner may, in its sole discretion, terminate Fleet Owner's rights to use its Fleet Card(s) or change the Fleet Owner's credit terms at any time.

Miscellaneous

- This Fleet Owner Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.
- Fleet Owner indemnifies and holds Channel Partner harmless against all claims and liabilities (including, without limitation, Claims and Liabilities) arising out of, or any way related to, (i) its participation in the Voyager Network, (ii) its adherence to or violation of the Network Rules, (iii) the use of any Fleet Card issued to or on behalf of Fleet Owner and (iv) its execution and delivery of and its performance under this Fleet Owner Agreement.
- Neither this Fleet Owner Agreement nor may any of Fleet Owner's obligations hereunder may be assigned or otherwise transferred in any manner, in whole or in part, by Fleet Owner.
- No failure or delay by either party to exercise any right, power or privilege under this Fleet Owner Agreement or the Network Rules shall operate as a waiver thereof, nor will any single or partial exercise of any such right, power or privilege preclude any other or future exercise thereof.

Fleet Owner: _____

Signature: _____ Title: _____ Date: _____