

**WRIGHT EXPRESS ACCOUNT APPLICATION**

1) The undersigned applicant/buyer ("Applicant") represents that the information given in this application is complete and accurate and authorizes Card Issuer to check with credit reporting agencies, credit references and other sources disclosed to confirm information given; 2) Applicant requests a business charge account, if approved for credit, and one or more business charge cards from the card issuer, which is Wright Express Financial Services Corporation ("Card Issuer"); 3) Applicant agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the business charge card(s) Use of any card issued pursuant to this application confirms Applicant's agreement to said terms and conditions; 4) If this Account is for a partnership or a proprietorship, a partner or principal must sign this application and the undersigned's personal credit will be used in making a credit decision and they hereby authorize Card Issuer to obtain a consumer report. In the event that this application is denied based upon information contained in a consumer credit report of the undersigned, they authorize the Card Issuer to report the reason for the denial to the Applicant. Direct inquires of businesses where the undersigned maintains accounts may also be made, 5) Applicant agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information

Full Legal Company Name of Applicant/Buyer

City of Rapid City

Phone #

605-394-4143

Fax#

Write company name as you wish it to appear on cards. Limit of 20 characters including spaces. Unless specified, no company name will appear on cards

C I T Y O F R A P I D C I T Y

DBA or AKA

Subsidiary of

Applicant's Taxpayer ID # (TIN, FEIN or SSN)

46-6000380

Headquarters Name, Physical Address and Phone # (Do not include PO Box)

City of Rapid City, 300 Sixth Street, Rapid City, SD 57701

SIC Code or Type of Business

Billing Contact

Tracy Davis

Billing Address

300 Sixth Street

City

Rapid City

State

SD

Zip+4

57701-5305

Principal(s)/Authorized Officer(s)

N/A

Title(s)

In Business Since (yyyy)

1884

Year of Incorporation (yyyy)

1884

Fiscal Year Start (mm)

01

Choose Card Type(s)

 All Fuel Only  All Unrestricted  Some of each

Avg Monthly Fuel Expenditures

\$80,000

Avg Monthly Service Expenditures

\$0

Number of Vehicles

250+

IMPORTANT. If your estimated monthly vehicle expenditures equal \$6,600 or more, please attach your most recent annual and current financial statements.

Complete this Section Accurately. Select One:  Corporation  Partnership  Proprietorship  PC or PA  LLCIs this account for a company that has been incorporated less than three years, a partnership, a proprietorship, a professional corporation or association, or a limited liability company?  No  Yes (If YES, complete and attach the Personal Guaranty on page 2.)

Primary Business Bank

Pioneer Bank &amp; Trust

Address

2001 West Omaha Street

City

Rapid City

State

SD

Zip+4

57702

Bank Contact Person

Phone #

605-341-2265

Commercial Account No

Designate the person authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicle, driver and other information we may request. By signing below, you also (i) designate representatives from your card program sponsor ("Sponsor") to have access to your account information in order to facilitate customer service and account maintenance requests on your behalf, and (ii) authorize the Card Issuer to accept account maintenance requests and other instructions from Sponsor on your behalf

Authorized Contact Name

Tracy Davis

Title

Accountant

Phone #

605-394-4142

Fax #

Mailing Address (if different from billing address)

City

State

Zip+4

Email address

tracy.davis@rcgov.org

 Check here if business is exempt from motor fuels tax (sales representative will provide further details)

INFORMATION SHARING DISCLOSURE. Card Issuer or its Affiliates may, to the extent allowed by law, share information disclosed by or generated as a result of this application to each other, and to merchants accepting the card. In addition, information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you

**Complete and sign application. Fax to .****AUTHORIZED SIGNATURE REQUIRED**

Any person signing on behalf of a business attests that the Applicant is a valid business entity, that, if applicable, the execution of this application has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf

Signature

X

Date

10/1/07

Print Name

Pauline Sumption

Title

Assistant Finance Officer

**FOR OFFICE USE ONLY**

Opportunity Number

Sales Code

10900151

Plastic Type

Coupon Code

Account Number

04

Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or 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 for your business.

## WRIGHT EXPRESS ACCOUNT APPLICATION - continued

Complete the Personal Guaranty below only if this account is for a:

Company that has been incorporated less than three years,  
Partnership,  
Proprietorship,  
Professional corporation or association, or  
Limited liability company.

### PERSONAL GUARANTY (SEE ABOVE)

In consideration of Card Issuer financing purchases under the Business Charge Account Agreement (as the same may hereafter be modified, extended or amended, "the Agreement"), the undersigned guarantor ("Guarantor") hereby agrees to unconditionally personally guarantee payment and performance under any account established pursuant to this application, of any obligation of Applicant to Card Issuer or any assignee of Card Issuer, in the event the above Applicant fails to do so. This is a guaranty of payment and not merely of collection. Guarantor agrees to pay, upon demand, any amount owed by Applicant to Card Issuer and due under the Agreement. Card Issuer shall not be required to initiate any action against, nor exhaust any remedies with respect to Applicant or any other guarantor prior to making demand upon Guarantor. Guarantor hereby waives any notices regarding Applicant's account or this guaranty and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that in the event the account is not paid as agreed, Card Issuer may report Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Guarantor hereby agrees that Card Issuer may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of Guarantor. Guarantor waives any and all suretyship defenses. Personal credit of Guarantor will be used in making a credit decision and Guarantor hereby authorizes Card Issuer to obtain a consumer credit report of Guarantor. Direct inquiries of businesses where the undersigned maintains accounts may also be made. In the event this application is denied based upon information in a consumer credit report of Guarantor, Guarantor authorizes the Card Issuer to report the reason for the denial to Applicant.

Guarantor's Signature <b>X</b>	Print Name	Date of Birth	Social Security No
Guarantor's Residential Address – street, city, state, zip (Do not include PO Box)		Phone #	Date (mmddyy)

### FOR OFFICE USE ONLY

Opportunity Number	Sales Code	Plastic Type	Coupon Code	Account Number <b>04</b>
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# EXXONMOBIL UNIVERSAL ACCOUNT APPLICATION

1) The undersigned applicant/buyer ("Applicant") represents that the information given in this application is complete and accurate and authorizes Card Issuer to check with credit reporting agencies, credit references and other sources disclosed to confirm information given; 2) Applicant requests a business charge account, if approved for credit, and one or more business charge cards from the card issuer, which is Wright Express Financial Services Corporation ("Card Issuer"); 3) Applicant agrees to the terms and conditions set forth in the Business Charge Account Agreement provided with this application and/or provided with the business charge card(s) Use of any card issued pursuant to this application confirms Applicant's agreement to said terms and conditions; 4) If this Account is for a partnership or a proprietorship, a partner or principal must sign this application and the undersigned's personal credit will be used in making a credit decision and they hereby authorize Card Issuer to obtain a consumer report. In the event that this application is denied based upon information contained in a consumer credit report of the undersigned, they authorize the Card Issuer to report the reason for the denial to the Applicant. Direct inquiries of businesses where the undersigned maintains accounts may also be made; 5) Applicant agrees that in the event the account is not paid as agreed, Card Issuer may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. If you have any questions regarding this application, please call 1-800-627-3427

Full Legal Company Name of Applicant/Buyer <b>City of Rapid City</b>	Phone # <b>605-394-4143</b>	Fax#
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Write company name as you wish it to appear on cards. Limit of 20 characters including spaces. Unless specified, no company name will appear on cards

**C I T Y O F R A P I D C I T Y**

DBA or AKA <b>N/A</b>	Subsidiary of <b>N/A</b>	Applicant's Taxpayer ID # (TIN, FEIN or SSN) <b>46-6000380</b>
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Headquarters Name, Physical Address and Phone # (Do not include PO Box) <b>City of Rapid City, 300 Sixth Street, Rapid City SD 57701 605-394-4143</b>	SIC Code or Type of Business <b>Government</b>
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Billing Contact <b>Tracy Davis</b>	Billing Address <b>300 Sixth Street</b>	City <b>Rapid City</b>	State <b>SD</b>	Zip+4 <b>57701-5305</b>
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Principal(s)/Authorized Officer(s) <b>N/A</b>	Title(s)
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In Business Since (yyyy) <b>1884</b>	Year of Incorporation (yyyy) <b>1884</b>	Fiscal Year Start (mm) <b>01</b>
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Number of Vehicles for this program <b>250+</b>	Avg Monthly Fuel Expenditures <b>\$80,000</b>	Avg Monthly Service Expenditures <b>\$0</b>
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**Complete this Section Accurately. Select One:**  Corporation     Partnership     Proprietorship     PC or PA     LLC

**Is this account for a company that has been incorporated less than three years, a partnership, a proprietorship, a professional corporation or association, or a limited liability company?**  No     Yes (If YES, complete and attach the Personal Guaranty on page 2.)

Primary Business Bank <b>Pioneer Bank &amp; Trust</b>	Address <b>2001 West Omaha Street</b>	City <b>Rapid City</b>	State <b>SD</b>	Zip+4 <b>57702</b>
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Bank Contact Person <b>N/A</b>	Phone # <b>605-341-2265</b>	Commercial Account No
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Designate the person authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicle, driver and other information we may request. By signing below, you also (i) designate representatives from your card program sponsor ("Sponsor") to have access to your account information in order to facilitate customer service and account maintenance requests on your behalf, and (ii) authorize the Card Issuer to accept account maintenance requests and other instructions from Sponsor on your behalf

Authorized Contact Name <b>Tracy Davis</b>	Title <b>Accountant</b>	Phone # <b>605-394-4142</b>	Fax #
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Mailing Address (if different from billing address)	City	State	Zip+4
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Email address  
**tracy.davis@rcgov.org**

**INFORMATION SHARING DISCLOSURE:** Exxon Mobil Corporation, Card Issuer or its Affiliates may, to the extent allowed by law, share information disclosed by or generated as a result of this application to each other, and to merchants accepting the card. In addition, information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

Check here if business is exempt from motor fuels tax (sales representative will provide further details)

**Program Costs: A one-time setup fee of \$40.00 and \$2.00 per card, per month.**

**Instructions: Complete and sign application. To speed processing, fax your application to us at**

**Questions-Call Sales Name (     )-     -**

### AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of a business attests that the Applicant is a valid business entity, that, if applicable, the execution of this application has been duly authorized by all necessary action of Applicant's governing body, and that the undersigned is authorized to make this application on Applicant's behalf

Signature <b>X</b>	Date <b>10/1/07</b>	Print Name <b>Pauline Sumption</b>	Title <b>Assistant Finance Officer</b>
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### FOR OFFICE USE ONLY

Opportunity Number	Sales Code <b>10900151</b>	Plastic Type <b>EMA1</b>	Coupon Code <b>XSU</b>	Account Number <b>0496</b>
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Our bank complies with Section 326 of the USA PATRIOT Act which requires all financial institutions to obtain, verify, and record information that identifies each company or 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 for your business

# EXXONMOBIL UNIVERSAL ACCOUNT APPLICATION - continued

Complete the Personal Guaranty below only if this account is for a:

**Company that has been incorporated less than three years,  
Partnership,  
Proprietorship,  
Professional corporation or association, or  
Limited liability company.**

## PERSONAL GUARANTY (SEE ABOVE)

In consideration of Card Issuer financing purchases under the Business Charge Account Agreement (as the same may hereafter be modified, extended or amended, "the Agreement"), the undersigned guarantor ("Guarantor") hereby agrees to unconditionally personally guarantee payment and performance under any account established pursuant to this application, of any obligation of Applicant to Card Issuer or any assignee of Card Issuer, in the event the above Applicant fails to do so. This is a guaranty of payment and not merely of collection. Guarantor agrees to pay, upon demand, any amount owed by Applicant to Card Issuer and due under the Agreement. Card Issuer shall not be required to initiate any action against, nor exhaust any remedies with respect to Applicant or any other guarantor prior to making demand upon Guarantor. Guarantor hereby waives any notices regarding Applicant's account or this guaranty and agrees that this guaranty shall be applicable until the Agreement has terminated and all amounts due have been paid in full. Guarantor agrees that in the event the account is not paid as agreed, Card Issuer may report Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. Guarantor hereby agrees that Card Issuer may extend the time for payment and release any other security for the agreement without affecting in any way the obligations of Guarantor. Guarantor waives any and all suretyship defenses. Personal credit of Guarantor will be used in making a credit decision and Guarantor hereby authorizes Card Issuer to obtain a consumer credit report of Guarantor. Direct inquiries of businesses where the undersigned maintains accounts may also be made. In the event this application is denied based upon information in a consumer credit report of Guarantor, Guarantor authorizes the Card Issuer to report the reason for the denial to Applicant.

Guarantor's Signature <b>X</b>	Print Name	Date of Birth	Social Security No
Guarantor's Residential Address - street, city, state, zip (Do not include PO Box)		Phone #	Date (mmddyy)

## FOR OFFICE USE ONLY

Opportunity Number	Sales Code 10900151	Plastic Type EMA1	Coupon Code XSU	Account Number 0496
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## WRIGHT EXPRESS® TAILORED FEE SCHEDULE

This Tailored Fee Schedule (the "Schedule") is subject to the Wright Express® Business Charge Account Agreement as amended from time to time (the "Agreement"). If there are any inconsistencies between any of the terms or provisions of this Schedule and the Agreement, the terms and provisions of this Schedule shall control.

### DEFINITIONS:

Capitalized terms used in this Schedule have the meaning set forth in the Agreement unless otherwise defined herein.

"You" and "your" refers to the Cardholder whose name and address appears in the signature block below.

### NEGOTIATED MONTHLY CARD CHARGE:

The Wright Express Financial Services Corporation ("WEX FSC") standard monthly card charge is \$2.00 per card per month. In consideration of the mutual promises set forth in this Schedule and the Agreement, WEX FSC offers you the following negotiated monthly card charge: \$0 per card per month.

### NEGOTIATED REPLACEMENT CARD CHARGE:

The WEX FSC standard replacement card charge is \$2.00 per replacement card issued. In consideration of the mutual promises set forth in this Schedule and the Agreement, WEX FSC offers you the following negotiated replacement card charge: \$0 per card issued.

### NEGOTIATED CONTRACT TERM:

In consideration of the negotiated terms contained in this Schedule and the Agreement, you agree to a negotiated contract term of 2 years.

Please note that the Contract Term selected above (the "Initial Term") commences on the date that this Schedule is accepted and executed by WEX FSC at its home office in Salt Lake City, Utah. You also agree that you may not cancel the Agreement or this Schedule prior to the expiration of the term selected. The Initial Term shall automatically be extended for additional successive terms of one year each unless either party gives written notice of its election not to extend at least sixty days prior to the end of the initial term or any extended term.

### AGREED TO AND ACCEPTED:

**WRIGHT EXPRESS FINANCIAL  
SERVICES CORPORATION**

### CARDHOLDER INFORMATION

**COMPANY NAME:** City of Rapid City  
**PHYSICAL ADDRESS:** 300 6<sup>th</sup> Street  
**CITY, STATE ZIP:** Rapid City SD 57701

Signature: \_\_\_\_\_

Signature\*: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: Pauline Sumption

Title: \_\_\_\_\_

Title: Assistant Finance Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email Address: tracy.davis@rcgov.org

Fax Number: \_\_\_\_\_

Choose the method by which you would like this form returned to you once it is fully executed:

Email as a PDF (preferred)  Fax  Regular Mail

**\*Note: By signing this Schedule, you are indicating that you have the authority to bind the Cardholder to this Schedule and the terms contained herein.**

**THIS SCHEDULE IS CONFIDENTIAL AND EXCLUSIVE TO THE CARDHOLDER**

#### For Internal Use Only:

Sales Representative Name: Dana Alber

Opportunity Number:

Sales Code: 10900151

And/or Account Number.

# CERTIFICATE of BUYER of TAXABLE FUEL FOR USE BY A STATE OR NONPROFIT EDUCATIONAL ORGANIZATION

(To support credit card issuer's claim for a credit, refund, or payment under § 6416(a)(4)(B) or § 6427(l)(6)(D) of the Internal Revenue Code.)

**Fleet Card Account Number:** \_\_\_\_\_

**Federal Tax Identification Number:** \_\_\_\_\_

46-6000380

**Certification:**

The undersigned hereby certifies under penalties of perjury that I am the (Title of Officer):

Accountant

Of (Certifying Entity):

City of Rapid City

Entity Address:

300 Sixth Street

Rapid City SD 57701

Entity Phone Number:

605-394-4143

And that I am authorized to execute this certificate and that all purchases, are, or will be, purchased using a credit card issued by (Credit Card Issuer):

Wright Express Financial Services Corporation

Credit Card Issuer Address:

3995 South 700 East, Suite 450

Salt Lake City, UT 84107

For the exclusive use of (check one):

- Buyer will use the taxable fuel to which this certificate relates for the exclusive use of a state or local government.  
 Buyer will use the gasoline to which this certificate relates for the exclusive use of a nonprofit educational organization.

and it applies to all exempt purchases of gasoline and diesel fuel, if eligible, using charge cards issued by the Credit Card Issuer named above. Information including the nature and quantity of each purchase of gasoline and diesel fuel (the subject of this Certificate) are evidenced by periodic reports provided by Wright Express Financial Services Corporation, the above-named Credit Card Issuer.

Certification will be valid for twelve (12) consecutive calendar months commencing upon completion and remittance of this Certificate.

I understand that by signing this certificate, I, as an authorized representative of the entity named above, give up our right to claim a credit or payment for the taxable fuel purchased with the credit card to which this Certificate relates. I understand that the exemption from tax, in this case of sales of articles under the exemption Certificate, is limited to the sale of articles purchased for our exclusive use. I understand that the fraudulent use of this Certificate for the purpose of securing this exemption will subject us, and all parties making such fraudulent use of this Certificate, to fines or imprisonment, or both, together with the costs of prosecution.

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this certification and that the parties hereby waive any claim that a facsimile transmission does not satisfy the requirements of a signature or writing under applicable law.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**FAX Completed form to 207-523-7104.**



# Tax Exemption & Reporting Enrollment Form

### Instructions:

1. Complete part A and sign form at the bottom.
2. Attach all required FEDERAL and STATE certificates (see details below).
3. For questions on signing up for tax exemption and reporting, please call 1-866-841-3542 or email [tax\\_department@wrightexpress.com](mailto:tax_department@wrightexpress.com).
4. Fax completed forms to 1-207-523-7104 or mail to the Wright Express Tax Department, P.O. Box 639, Portland, ME 04104.
5. Retain the terms on page 2 for your records.

### A. ACCOUNT INFORMATION

Fleet Name: City of Rapid City	Account Number: 04
Authorized Fleet Contact: Tracy Davis or Dave McFarland	Phone No.: 605-394-4142
Fleet Contact email: <a href="mailto:tracy.davis@rcgov.org">tracy.davis@rcgov.org</a> or <a href="mailto:dave.mcfarland@rcgov.org">dave.mcfarland@rcgov.org</a>	Fax No.:

Federal Tax ID Number: 46-6000380

**IMPORTANT:** Eligibility may be limited based on applicable federal, state and local laws. You must complete these forms accurately in order to avoid delays in your program enrollment, so please follow the instructions carefully.

### B. MOTOR FUEL TAX

- Tax regulations require Wright Express to maintain current copies of the following **applicable certificates**, based on your eligibility:
  1. **Federal** — A Certificate of Buyer of Taxable Fuel in the name of Wright Express Financial Services Corporation. (Included with this form.)
  2. **State** — A state certificate in the name of **EACH** participating merchant brand where you intend to fuel. (Obtain these from the appropriate state governing body.)
- For example, if you purchase fuel from 7 different participating merchant brands, you will need to submit one Certificate of Buyer of Taxable Fuel in the name of Wright Express Financial Services Corporation as your credit card issuer and 7 state certificates, one for each participating merchant brand where you intend to purchase fuel and are exempt from state fuel tax.
- Keep in mind that the time it takes to prepare the required documentation will save you time and money in the long run.
- Once we receive all of your properly completed documentation and we have completed the appropriate changes to your account, we will start billing you net of the applicable taxes. The sooner you send this form and all signed certificates, the sooner you start saving.

The parties agree that a signed facsimile transmission shall be considered valid for purposes of this enrollment form and that the parties hereby waive any claim that a facsimile transmission does not satisfy the requirements of a signature or writing under applicable law.

Authorized Fleet Signature

Date: 10/1/07

### USER (INTERNAL USE ONLY):

The information contained in this facsimile message is intended only for the use of the individual or entity named above and may contain confidential information. If the recipient of this message is not the intended recipient, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately at 1-800-492-0669 and return the original message to the attention of the sender at 97 Darling Avenue, South Portland, ME 04106



# Tax Exemption & Reporting Enrollment Form

## C. TERMS AND CONDITIONS

This Tax Exemption and Reporting Enrollment Form modifies your charge card agreement based on your participation in the Wright Express Tax Exemption and Reporting Program ("Program"). Your signature on this form and your continued use of your account constitutes acceptance of these terms and conditions. All capitalized terms contained herein shall have the same meaning as in your charge card agreement with us unless otherwise expressly provided herein. Except as amended hereby, the charge card agreement governing your account remains in full force and effect.

### TAX EXEMPTION AND REPORTING PROGRAM

- a. The Tax Exemption and Reporting Program (the "Program") permits qualified tax-exempt fleets to be billed net of certain "Applicable Taxes" (as defined herein). By completing this enrollment form you are electing to participate in the Program. We will enroll you in the Program upon receipt by us of all of your enrollment materials, including all required certificates, and validation of your tax-exempt status. Upon completion of your enrollment, your invoices will reflect the net amount due with a line item indicating total "Applicable Taxes" (as defined herein). Your reporting will provide a specific breakdown of Applicable Taxes deducted for each taxing authority or jurisdiction. *Applicable Taxes are those federal, state, county and/or local taxes levied on the purchase of gasoline or diesel fuel for which you have provided the proper documentation to us showing your exempt status, and for which such documentation has been accepted by us and for which the Program provides exemption<sup>1</sup>.*
- b. As your credit card issuer we have elected to provide you with net billing of Federal excise taxes on fuel based upon the participation requirements in section (a) above. We will file a claim for refund with the Internal Revenue Service for these taxes. You agree that you may not file a claim for refund of any federal excise tax exempted by us and not billed to you by us.
- c. For state, county, special and local taxes, merchants have the option of electing to participate or not to participate in our Program based on their own preferences and ability to obtain refunds from state/local taxing authorities. Transactions that occur at merchant locations not participating in our Program will be billed to you with the tax included regardless of your exempt status. In these instances your reporting will contain a detailed listing of your transactions and the taxes charged to you. This information may assist you in filing your own claims for refunds if you so desire. You agree that you may not file a claim for refund of any state, county, special or local taxes exempted by a participating merchant and not billed to you by us.
- d. The tax certificates and other pertinent documentation on which your exemption is based must be received by us from you in order for us to provide you with net billing of any Applicable Taxes. These documents are required to be completed prior to any net billing of Applicable Taxes in order for us or a participating merchant to recover such exempted taxes from the applicable taxing jurisdiction. We shall have no responsibility to verify the correctness of the certificate supplied by you and shall be entitled to rely thereon in preparing the reports and tax exemptions until such time as we are notified by you in writing of a change in any such data. We reserve the right to terminate your participation in the Program, provided, however, that such termination shall not terminate the underlying Agreement between you and us.
- e. We shall calculate tax exemptions based on Internal Revenue Service or other applicable taxing authority guidelines for transactions made by you. For state, county and local taxes, only those transactions agreed upon by the participating merchant shall be treated as tax exempt<sup>1</sup>. If we are obligated to reimburse a participating merchant for any actual loss incurred or rebill you for any taxes previously exempted (including refunds denied and assessments of previously made refunds and penalties) attributable to the provision of a tax exemption to you, you hereby agree to reimburse us for said losses incurred.
- f. For non-fuel transactions, merchants may provide transaction data to us net of tax at their sole discretion. You would need to supply the merchant with proper documentation of your tax-exempt status at the point of sale. The merchant will send the transaction to us and we will bill you net of tax for those transactions. You will not receive reporting of taxes levied or exempted for non-fuel purchases.
- g. We shall comply with reasonable requests for information retrieval made by you. A fee may be charged by us for such requests, which relate to information which was presented to you more than ninety (90) days ago.
- h. We cannot apply exemptions to transactions that occurred prior to our receipt and acceptance of your completed certificates.
- i. We shall use reasonable efforts to correctly calculate the amount of tax included in each account arising from a tax exempt sale. We shall recalculate taxes only in cases where we miscalculated the original taxable transaction.
- j. We disclaim all warranties in connection with tax-exempt reporting and invoicing and shall not be responsible for the accuracy or completeness of such reports. In no event shall we be liable to any person for loss, liability or damages, including consequential or special damages, arising as a result of any inaccurate or incomplete report. You hereby agree to hold us harmless and defend us from and against all liabilities, damages, costs and expenses, including taxes, penalties, interest and attorneys' fees, which you may suffer or incur in connection with or arising out of the tax-exempt reporting/invoicing service offered hereunder.

<sup>1</sup> Subject to the appropriate taxing jurisdiction's laws, regulations and requirements