



Guttman Energy, Inc. CAF
Credit Application and Customer Agreement

Form with sections: FIRM ADDRESS, LEGAL STRUCTURE, PERSONAL, REFERENCES. Includes fields for firm name, address, tax ID, legal structure details, personal information, and references.

AGREEMENT AND GUARANTY

I have made the above statements for the purpose of obtaining credit. I certify they are true and authorize you to make a credit investigation. Payment will be due in full within 5 days of invoice date.

SIGNED:

TITLE:

DATE:

Additional Terms**Supplier: Guttman Energy, Inc.****PURCHASER:** _____**SIGNED:** _____ **DATE:** _____

1. Time is of the essence of this agreement.
2. *Purchaser* is included into Guttman Energy Fraud Protection Program (see additional terms and conditions). If *Purchaser* is not participating in the Fraud Protection Program then *Purchaser* shall be responsible for all purchases by *Purchaser* or any other persons using cardlock cards issued to *Purchaser*, regardless of whether use by any other person is unauthorized or fraudulent.
3. If there is any change in ownership of *Purchaser* or if substantially all of the assets of *Purchaser* are sold, *Purchaser* shall promptly notify *Supplier* of such sale and *Supplier* shall have a lien on all the assets of *Purchaser* and a lien on the proceeds of such sale to secure payment of all outstanding sums owing to *Supplier*.
4. *Purchaser* represents that any person using the *cardlock cards* delivered to *Purchaser* are and shall be aware of the proper use of the *cardlock system* and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from the *cardlock system*. *Purchaser* agrees to indemnify, hold harmless and defend *Supplier* from and against any and all liability for loss, damage or expense for which *Supplier* may be held liable by reason of injury (including death) to any person (including *Purchaser's* employees) or damage to any property arising out of or in any manner connected with the use of the *cardlock system* (whether the injury or damage occurs at the *cardlock site* or not), whether or not due in whole or in part to any act, omission, or negligence of *Supplier* or any of their representatives, employees, other *Purchasers* or third parties, whether known or unknown to *Supplier* or *Purchaser*. It is expressly understood and agreed that the indemnity contained in this paragraph covers claims by *Purchaser's* employees. It is further expressly agreed that *Purchaser* assumes the fullest extent of all obligations to indemnify and defend *Guttman Energy* (whether or not such obligations may extend to items beyond those addressed in this Agreement). *Purchaser* and *Supplier* further agree that the Laws of the Commonwealth of Pennsylvania shall apply to the construction and application of the Indemnification and Hold Harmless Agreements set forth above.
5. *Supplier* shall use its best efforts to maintain the *cardlock system* in good working order and condition at its expense, provided, however, *Supplier* shall not be responsible for any damage or loss which may result from its failure to provide fuel or the failure of the *cardlock system* in any manner whatsoever. *Purchaser* agrees that it and any person using the *cardlock cards* delivered to *Purchaser* shall promptly notify *Supplier* of any malfunctioning of the *cardlock system* of which *Purchaser* or such person is aware.
6. *Purchaser's* right to purchase fuel through the *cardlock system* may be terminated immediately upon any breach of any of the terms hereof or of any other agreement with *Supplier* and may be terminated upon 30 days notice to either party. Upon termination, *Purchaser* agrees to immediately surrender all *cardlock cards* issued to *Purchaser* and to immediately pay all outstanding sums owing to *Supplier*.
7. In the event of a breach of any of the terms of this agreement or any other agreement between *Purchaser* and *Supplier*, including but expressly not limited to the failure to pay sums owing to *Supplier* when due, then in addition to any other sums due or payable to *Supplier* by *Purchaser*, *Purchaser* agrees to pay the reasonable attorney fees and costs incurred by *Supplier* in the enforcement of *Supplier's* rights even though no suit or action is filed and if suit or action is filed to enforce the rights of *Supplier*, then such further sum as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action in addition to all other sums provided by law.

Please return to:
Guttman Energy, Inc.
Card Access Division
200 Speers Street
Belle Vernon, PA 15012-1098
Phone: 1-800-245-5955 Fax:
724-489-5132

Terms and Conditions for Fraud Protection Program

1. Participation in Program. Guttman Energy, Inc. (“Guttman”, “we”, “us”, “our”) now offers an optional fraud protection program (“Fraud Protection Program” or “Program”) for our Fuelman Fleet Card. These terms and conditions between us and the undersigned purchaser (“Purchaser”, “you”, “your”) for the Fraud Protection Program (“Terms and Conditions”) set forth the terms of the Program, including a waiver of liability for certain unauthorized Fuelman Fleet Card transactions or Fuelman Fleet Card account activity in accordance with the guidelines and limitations described herein. These Terms and Conditions are an addendum to the Additional Terms set forth in your Credit Application and Customer Agreement with us, but this Fraud Protection Program and these Terms and Conditions only apply to our Fuelman Fleet Card. Accordingly, for the purposes of these Terms and Conditions, these terms from the Additional Terms are modified as follows: *cardlock cards* means Fuelman Fleet Cards, *cardlock system* means the Fuelman Fleet Card system and *cardlock site* means a Fuelman fueling station. If you elect to participate in the Fraud Protection Program by executing these Terms and Conditions, we will charge you a weekly participation charge for the Program. The weekly Program charge is based on the number of Fuelman Fleet Cards issued to *Purchaser*. The cards number is determined by using a rolling 45-day period of cards with one or more transactions.

- For *Purchasers* between 1 and 10 Fuelman Fleet Cards, the weekly participation charge is \$15.00 per week
- For *Purchasers* between 11 and 69 Fuelman Fleet Cards, the weekly participation charge is \$30.00 per week
- For *Purchasers* with more than 70 Fuelman Fleet Cards, the weekly participation charge is \$50.00 per week

You may opt out of the Program at any time, but only Covered Transactions (defined below) occurring while you are actively enrolled in the Program are eligible for fraud protection as set forth in Section 2 below. A “Covered Transaction” is a fraudulent Fuelman Fleet Card transaction or fraudulent Fuelman Fleet Card account activity resulting from an unauthorized third party skimming or otherwise improperly obtaining and utilizing your Fuelman Fleet Card information for fraudulent fuel purchases at a Fuelman fueling station; see below for further limitations and exclusions. Once you have opted out of the Program, or while in the Program to the extent a fraudulent transaction or fraudulent account activity is not a Covered Transaction, the standard Additional Terms, and not these Terms and Conditions, will apply in regard to all suspected or actual fraudulent activity. For additional information concerning the standard Additional Terms, contact your Guttman Sales Representative or Customer Service Representative.

2. Guidelines and Limitations.

- Fuelman Fleet Card Fraud.** In the event that one of your Fuelman Fleet Cards has been compromised via skimming or unauthorized duplication such that the compromised Fuelman Fleet Card results in Covered Transactions, we will waive your liability for the Covered Transactions for up to \$10,000 per compromised Fuelman Fleet Card, subject to an overall Program maximum of \$25,000 per year (as to all your Fuelman Fleet Cards and Covered Transactions).
- Lost or Stolen Fuelman Fleet Cards.** Subject to the limitation of \$10,000 per compromised Fuelman Fleet Card and an overall Program maximum of \$25,000 per year (as to all your Fuelman Fleet Cards and Covered Transactions), we will also waive your liability for Covered Transactions on a lost or stolen Fuelman Fleet Card occurring during the two (2) day period immediately prior to our receipt of notification from you that the Fuelman Fleet Card was lost or stolen.
- Limitations.** Any Fuelman Fleet Card transactions generating a fraud protection alert (“Fraud Protection Alert”) by one of our representatives where you fail to respond to your Guttman Sales Representative or Customer Service Representative’s request for information concerning such alert within three (3) Business Days shall not be eligible as a Covered Transaction and will not be covered under the Program. A “Business Day” shall mean any day other than Saturday, Sunday and federal holidays. Any Fuelman Fleet Card transactions involving your employees, contractors or subcontractor’s theft or misuse of the Fuelman Fleet Card or Fuelman Fleet Card information, in any form, are not Covered Transactions. Any suspected fraudulent Fuelman Fleet Card activity claims must be reported to our office immediately. Any fraudulent Fuelman Fleet Card transaction activity older than 4 weeks from the date of notification to us will not be a Covered Transaction and will not be covered by the Program. Fraudulent Fuelman Fleet Card transactions resulting from any of the following are not covered under the Program: Purchaser negligence, failure of Purchaser to secure its online Fleet Net Pro portal user IDs or passwords or Purchaser system security breach, including in each case hacking, malware or other malicious activity.

3. Locking Fuelman Fleet Cards / Notification. In the event a Fuelman Fleet Card is reported as lost, stolen, or having fraudulent activity, it is your responsibility to either (i) immediately lock any affected Fuelman Fleet Card using your online Fleet Net Pro portal, or (ii) contact your Guttman Sales Representative or Customer Service Representative by telephone or email to cancel the affected Fuelman Fleet Card and make any requested changes to your account.

4. Fraud Protection Alerts. The Program operates in conjunction with our internal fraud notification services provided to you as a result of your enrollment in the Program. A Fraud Protection Alert notifying you of potentially suspicious transactions will be made immediately by telephone by your Guttman Sales Representative or Customer Service Representative and confirmed via email. We will provide Fuelman Fleet Card transaction details reasonably sufficient for you to investigate the

suspicious activity. It is your responsibility to provide to us (and maintain) a current telephone number and email address for receipt of Fraud Protection Alerts. You must respond to us within two (2) Business Days after receiving any Fraud Protection Alert from us regarding potentially suspicious or compromised Fuelman Fleet Card transaction activity. Your failure to respond to any such Fraud Protection Alert within two (2) Business Days (i) will serve as your acknowledgement to us that the Fuelman Fleet Card transaction(s) in question was/were not fraudulent and (ii) releases us from any liability originating from such Fuelman Fleet Card transaction(s) under the standard Additional Terms AND under these Terms and Conditions, and such Fuelman Fleet Card transaction(s) shall not be Covered Transactions hereunder.

5. Account Credit. Your Purchaser business account will be issued a credit for Covered Transactions on the next weekly billing cycle, subject to the limitations set forth in Section 2 above. In the event that the credit amount is larger than the invoice amount, the credit will reflect the total of the invoice and the remainder of the credit will be applied to the subsequent invoice(s).

6. Your Responsibilities. To be eligible for the Program benefits, you must be in compliance with the standard Additional Terms and these Terms and Conditions, including but not limited to the following:

a. Security Controls. You acknowledge your obligation to utilize and set adequate security controls for limiting Fuelman Fleet Card exposure via your online Fleet Net Pro portal.

b. Driver IDs / Terminated Employees. You are responsible for ensuring that only authorized employees/contractors/subcontractors have access to the Fuelman Fleet Cards associated with your account. Transactions by Fuelman Fleet Cards associated with terminated employees/contractors/subcontractors or compromised vehicle driver identification are not Covered Transactions and are not covered under the Program. It is your responsibility to either (i) immediately lock, using your online Fleet Net Pro portal, any Fuelman Fleet Card associated with a terminated employee/contractors/subcontractor or a compromised driver identification number, or (ii) contact your Guttman Sales Representative or Customer Service Representative by telephone or email to cancel a card or cancel/change a driver identification number associated with a terminated employee/contractor/subcontractor or a compromised driver identification number. Guttman will assume responsibility for the cancellation of Fuelman Fleet Cards by giving a written acknowledgement once they have received communication from the customer. If no written communication has been received by the customer, it is to be assumed that Guttman has not been informed of the issue.

c. Dispute Submittals. In the event you suspect that a Fuelman Fleet Card transaction listed on your billing statement is fraudulent, you must dispute such transaction to our office in writing within two (2) days of the billing statement; Fuelman Fleet Card transactions not timely disputed will not be eligible as Covered Transactions and will not be covered under the Program. Should you timely dispute a suspected fraudulent Fuelman Fleet Card transaction, we will open a case and inform you whether the dispute is eligible for coverage under the Program. In the course of reviewing such dispute, we may request additional information from you to make our determination. If you fail to timely provide the information requested by us, the related Fuelman Fleet Card transaction(s) will be ineligible as Covered Transactions and will not be covered under the Program.

d. Response to Fraud Protection Alerts. If you do not respond to Fraud Protection Alerts from our office within two Business Days (as set forth in Section 4 above), the Fuelman Fleet Card transactions which are the subject to the Fraud Protection Alert will not be a Covered Transaction and will not be covered under the Program.

7. Removal from Program. We reserve the right to remove you from the Program for any reason, including without limitation; excessive use of Program benefits, excessive Covered Transactions, failure to set adequate security controls, etc.

8. Program Change/Cancellation. We reserve the right, in our sole discretion, to change or cancel the Program as to *Purchaser* following notification from us.

To Opt In Initial Below:

Initial: _____ **DATE:** _____

To Opt Out Initial Below:

Initial: _____ **DATE:** _____

EFT / Electronic Funds Transfer Agreement

Please attach a voided check for EFT draft processing

Financial Institution (Bank, Savings & Loan, Credit Union):
Name: _____
Address: _____

Type of Account – Circle One

1) Checking 2) Savings

3) Other _____

Bank Routing (ABA) Number: _____

Bank Account Number: _____

Federal Tax ID#: _____

Company Name: _____
Street Address: _____
City: _____
State & Zip Code: _____
E-mail Address For EFT Draft Notices: _____

Authorized Customer Signature:

Name: _____ Title: _____
Signature: _____ Date: _____

This authority shall remain in effect until terminated upon ten (10) days written notice to the financial institution by either Customer or Guttman Energy, Inc. Notice of termination shall in no way affect entries initiated prior to actual receipt of notice. Electronic Funds Transfer bank returns for insufficient funds or for any other reason will result in a \$75.00 fee per occurrence.

All credit terms and other terms and conditions of trade otherwise established between Customer and Guttman Energy, Inc. remain in effect and are not in any way modified by this agreement.