

# FuelGood Employee Participation Agreement



1. The FuelGood card is not a credit card. It is a fuel card purchase system for active Employees of Freedom Industries Inc and is designed for the purchase of gasoline or diesel fuel only at those locations that accept it.
2. Employee is responsible for all purchases by Employee or any other persons using fuel cards issued to Employee, regardless of whether use by any other person is unauthorized or fraudulent. In case of a lost or stolen card, Employee shall be responsible for purchases made by said card(s) for up to 24 hours from the time Employee notifies Employer.
3. Employee represents that any person using the FuelGood cards delivered to the Employee are and shall be aware of the proper use of the fuel card system and shall use safe practices in compliance with the regulations of the local Fire Code in the handling of the fuels dispensed from fuel station dispenser units. Employee 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 or damages to any property arising out of or in any manner connected with the use of the FuelGood card, whether or not due in whole or in part to any act, omission, negligence of Freedom Industries, Guttman Energy or any of their representatives, employees, other Employees or third parties, whether known or unknown to Employer or Employee. Employee and Supplier further agree that the laws of the Commonwealth of Pennsylvania shall apply to this Agreement and use of the Fuel Card. All disputes related to this Agreement and the Fuel Card shall be subject to the state and federal courts located in Pittsburgh, Pennsylvania.
4. Supplier shall use its best efforts to maintain the FuelGood Fuel card 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 at a FuelGood accepting station or the failure of the fuel card system in any manner whatsoever. Employee agrees that it and any person using the fuel cards delivered to the Employee shall promptly notify Freedom Industries of the malfunctioning of the fuel card system of which the Employee or such person is aware.

5. Employee's rights to purchase fuel through the fuel card system may be terminated immediately upon any breach of any of the terms hereof and may be terminated upon 30 days' notice to either party. Employee understands that the fuel card(s) will be deactivated upon termination or resignation from the Company and that Employee is liable for all outstanding balances owed.
6. Employee's rights to purchase fuel through the FuelGood Fuel card program may be suspended during leave of absence or other changes to their employment agreement.
7. In the event of a breach of any of the terms of this agreement or any other agreement between Employee and Employer, including but not limited to the failure to pay sums when due, then in addition to any other sums due or payable by Employee, Employee agrees to pay the reasonable attorney fees and costs incurred by Employer or 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 fees at trial or on appeal of such suit or action in addition to all other sums provided by law.
8. Employee will receive weekly statement with transaction data for the previous week.
9. Employee agrees to have funds deducted from their paycheck on the schedule determined by employer.
10. Employees acknowledge that while they can earn rewards as normal through any retail loyalty programs they may have, they should not redeem the points when using the fuel card. The FuelGood discount will override any retail discount, and they may lose their points. Guttman Energy is not responsible for any lost value of rewards points.

**Printed Employee Name:** \_\_\_\_\_

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

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