



## SPEEDWAY BUSINESS UNIVERSAL CARD



WEX has been a leader in the fleet card industry since 1983 and processes transactions for more than 10.9 million vehicles.

Our closed-loop network in the U.S. includes site acceptance at more than 90 percent of the nation's retail fuel locations.

## QUALIFICATIONS AND EXPERIENCE

This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX.

WEX's contact information is as follows:

### WEX Bank

7090 South Union Park Center, Ste 350  
Midvale, Utah 84047  
(888) 842-0075

### WEX Inc.

97 Darling Avenue  
South Portland, Maine 04106  
(800) 761-7181

**WEX meets the technical requirements of Invitation to Bid #26-2018. However, WEX is a bank extending credit and has extremely limited opportunities for any subcontracting. Therefore we will not have any disadvantaged subcontractors.**

For more than 30 years, we have built our proprietary closed-loop network which includes acceptance at more than 90 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX currently processes transactions for commercial and government fleets totaling more than 10.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships.

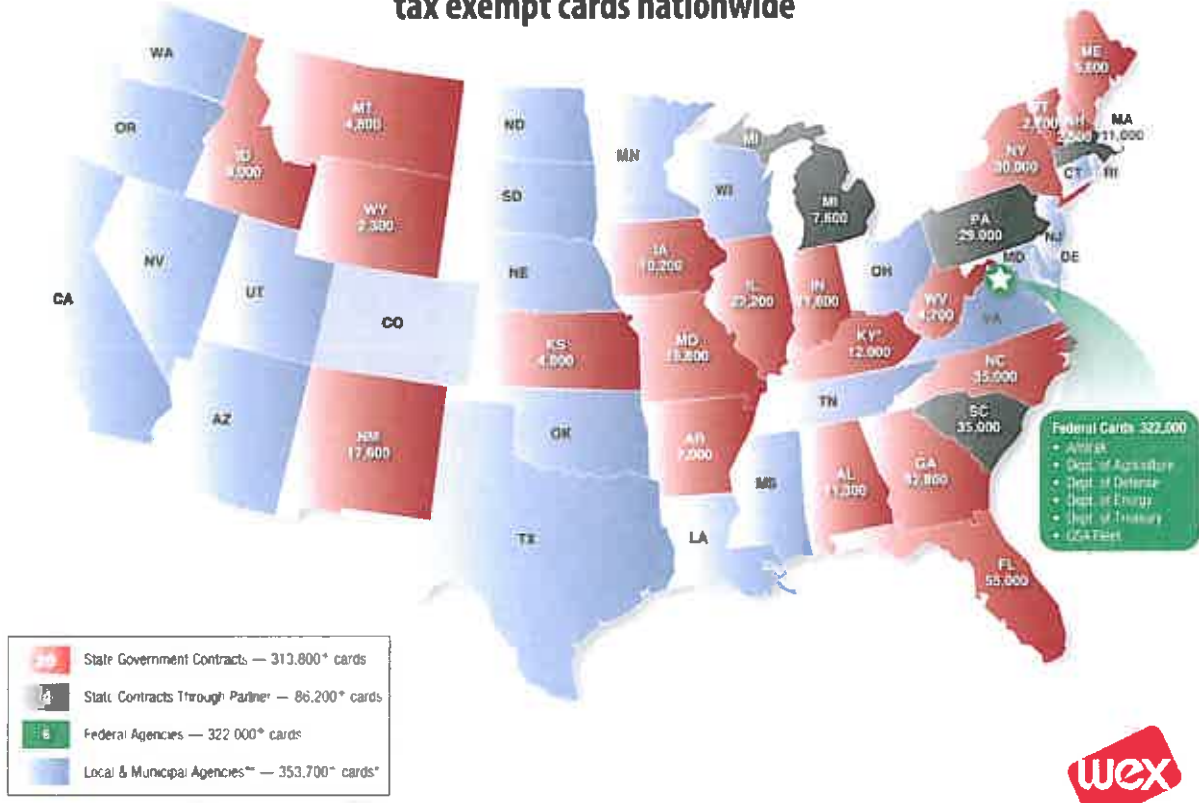
Today, WEX is a growing international provider of corporate payment solutions with an innovative product suite and a strong operating model. Based on the advances we made moving from a domestic fleet card provider to an international payment solutions organization, the Company rebranded itself in 2012 as WEX Inc. from Wright Express, marking the next chapter in our Company's evolution.

## GOVERNMENT EXPERIENCE

WEX currently provides fleet fuel cards for 24 states and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 2 Charge Card Program for the GSA Fleet, and the Departments of Defense, Energy, Treasury, and Agriculture. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax exempt cards.

We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.

## WEX services over 1.07 million tax exempt cards nationwide



\*Numbers reflect cards on the Fleet One platform  
 \*\*Local agency cards exclude all other tax exempt cards within all 50 states

## ABOUT WEX, INC.

Since our founding as a domestic fleet card company in 1983, we have expanded our scope to become a diversified corporate payment solutions provider supporting customers around the world. At WEX, our focus is to simplify the complexities of payments systems through innovative technology, user-friendly tools and industry-leading customer service. Our proprietary technology allows us to harness massive amounts of data and deliver insights that help customers make better business decisions. Our expertise within our core Fleet, Travel, and Health verticals is complemented by our ability to deliver solutions tailored to meet specific customer needs.

Through our products and services, we provide security, control and intelligence for the payment transactions of more than 10.9 million fleet vehicles, more than \$19 billion of Travel and Corporate Solutions spend and more than 12 million customer healthcare accounts annually.



## SPEEDWAY BUSINESS UNIVERSAL CARD



WEX currently operates its business in three segments: Fleet Solutions, Travel and Corporate Solutions, and Health and Employee Benefit Solutions. WEX and its subsidiaries employ more than 2,500 associates across our network of locations in the United States, Australia, New Zealand, Brazil, the United Kingdom, Italy, France, Germany, Norway and Singapore. The company has been publicly traded since 2005, and is listed on the New York Stock Exchange under the ticker symbol "WEX."

Within our Fleet Payment Solutions segment, we provide customers with fleet vehicle payment processing services specifically designed for the needs of commercial and government fleets. The foundation of WEX's marketplace leadership is our precision technology, which lets fleet managers control purchases in the field and gives them detailed information and analytical tools to effectively manage their operations and reduce costs. Our fleet card products enjoy acceptance in the United States, Canada, Asia-Pac, and Europe.

We have established our leadership in the travel market on a global basis. Travel companies around the world are leveraging our virtual card platform to pay their suppliers regardless of the geographies or market segments in which they compete. In the healthcare market, through our acquisition of Evolution1, we offer innovative healthcare software and payment solutions that administer and manage consumer-directed accounts and exchange integration solutions.

WEX serves a global set of customers and partners through our operations around the world, with offices in: the United States, Australia, New Zealand, Brazil, the United Kingdom, Italy, France, Germany, Norway, and Singapore. The Company has been publicly traded since 2005, and is listed on the New York Stock Exchange under the ticker symbol "WEX."

In the past decade, our business has grown from \$241 million in revenue and 650 employees to \$1.25 billion in revenue in 2017, and approximately 2,900 employees around the globe. 2017 was a record year for us with revenue increasing 23 percent over 2016. We drove continued growth through significant new wins and renewals, as well as through the implementation of new technologies that will serve as the foundation of the future.

## SPEEDWAY BUSINESS UNIVERSAL CARD PROGRAM

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The Speedway Business Universal Card program offers best in class card functionality, reporting and customer service. Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through Speedway Fleet Manager Online®, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

### ACCEPTANCE

Fleets need a card with high network acceptance. The Speedway Business Universal offers acceptance in all 50 states, at more than 90% of U.S. retail fueling locations, all of which provide Level III data.

For a list of accepting locations nationwide, visit <http://www.wexinc.com/accepting-locations>.

#### *Directories*

WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website ([www.wexinc.com](http://www.wexinc.com)) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via Speedway Fleet Manager Online®.

## MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

### ***WEX Service Network (WESN)***

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone.

### ***Maintenance Management Solutions - Purchase Log***

WEX can offer our Purchase Log solution to facilitate payments to merchants who are able to accept a MasterCard®. Purchase Log is a web-based interface that will allow the fleet designated staff to securely log into our MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice), including up to six entry fields for the fleet specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. This would be provided to the merchant by the fleet in order to facilitate merchant payment.

Purchase Log is an electronic method of paying your vendors. Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases yourself.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Since Purchase Log uses MasterCard® account technology, it is separate from your WEX fleet account. A new agreement will be required for you to utilize Purchase Log and a new credit line will be established that applies to Purchase Log transactions. WEX Bank may be able to utilize your current credit line (if there is credit not being used) for the Purchase Log program.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

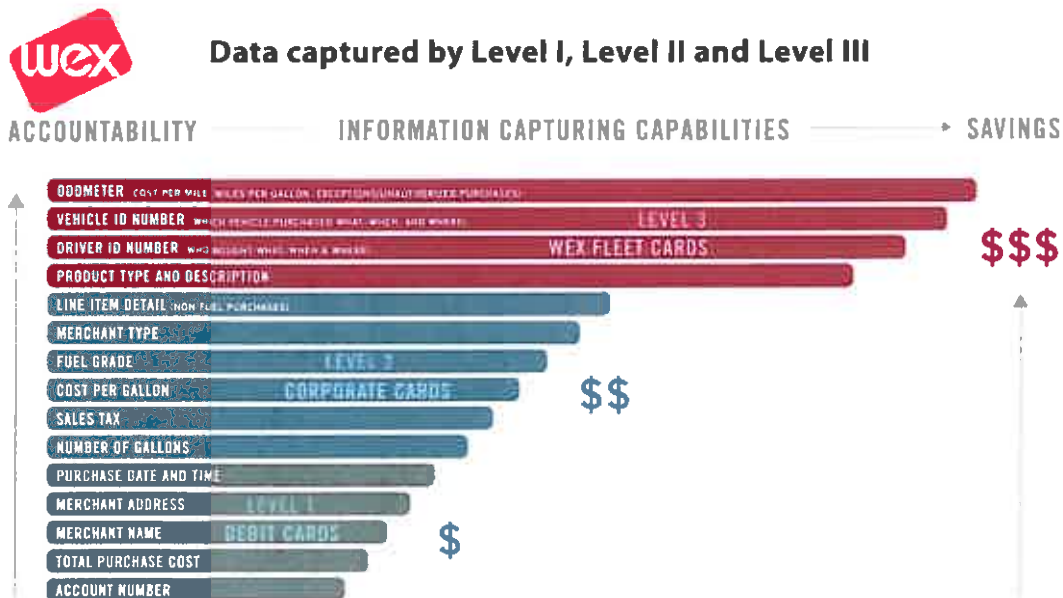
The standard billing cycle for Purchase Log is monthly, subject to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from your fleet account payment term. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount. There are no extra fees

associated with Purchase Log. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion.

*\* Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules.*

## LEVEL III DATA CAPTURE

WEX requires all of its accepting merchants to be capable of transmitting Level III data, thereby providing you with greater assurance that you will receive the detailed data you need. Level III data is included in 99.8%\* of all transactions made with a WEX card. That data is included in standard and custom reporting. Some of our competitors claim 100% Level III data capture. However, this percentage is achieved through site lockout on their non-Level III locations, therefore decreasing the number of locations available to your drivers. This process forces your drivers to know which locations haven't been locked out due to insufficient data supply. Just 74% of MasterCard fueling locations are currently Level III capable. The following graphic displays the type of data collected by WEX at all accepting locations and available to be reported back to you:



*\*Approximately 0.2% of transactions do not include Level III data as reported which is primarily due to manual transactions or other anomalies which may occur when the merchant sends the transaction data to WEX.*

## Product Codes

Transmittal of accurate Level III data and product coding is dependent upon your driver entering the correct odometer reading as well as each merchant's programming of their point of sale devices which are typically located on their island card readers or in their stores. In addition, this data is then transmitted by the merchant's chosen network processor to WEX. WEX will work closely with merchants or network processors where incorrect product codes or incorrect data are identified to correct such items. Incorrect product codes may impact tax exempt processing and reporting. We recommend that customers retain paper receipts which can be reviewed with the merchant in the event of reporting errors.

## ADDING NEW MERCHANTS

WEX is always increasing its acceptance coverage for fuel, marina and service locations. Because we currently have acceptance at more than 90% of all U.S. fuel sites, our merchant acquisition strategy is driven by the needs of our fleet customers requiring service in remote areas or acceptance outside of domestic coverage. If a fleet customer identifies specific fueling needs, WEX will work toward signing any needed location and increasing our acceptance coverage for the benefit of the customer. We are also sensitive to the needs of the small business community and attempt to accommodate and facilitate the addition of these merchants into our acceptance network and system.

If the customer has merchants that they would like to be part of the WEX accepting network who do not already have direct acceptance or cannot utilize the WEXPay™ tool, we will request the following information from the fleet:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting WEX card acceptance

WEX will work with all interested parties toward gaining acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

## ALTERNATIVE FUELS

Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel





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Directory using our transaction information as passed to us by accepting merchants in concert with external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites carrying at least one of these fuel types. This directory is available in CD format, through a download from Speedway Fleet Manager Online®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

### THE PLASTIC

The Speedway Business Universal Card is a standard size plastic charge card with an encoded magnetic strip on the back. The strip is encoded with the account and card information which, when read at the point of sale, is married in our systems with Level III data obtained during the transaction.

Although we use the highest grade plastic that is rated for longer periods of use, our standard term for card expiration is three years. WEX uses a three-year active period for our cards due to the wear and tear on the magnetic strip that will require a card to be replaced for optimum performance. WEX will send your drivers new cards 45 days prior to expiration ensuring that your drivers will never be without an active card. Some competitors offer longer card terms on equally rated card stock prior to replacement. We prefer to replace cards before they become problematic for your drivers and detrimental to the efficiency of your fleet operations.

#### ***Card Packaging***

Each card is packaged in a plastic sleeve (at no extra cost) that can be easily attached to a key chain for more efficient access. A driver guide outlining how and where the WEX card can be used is also included with every card. Plastic sleeves and driver guides are included free of charge. Driver guides are available in English and Spanish.

#### ***Card Delivery Methods***

Speedway Business Universal Cards can be delivered using the carrier specified by the fleet (e.g., the U.S. Postal Service or another common carrier, such as, but not limited to, FedEx and UPS). There is an overnight shipping fee for expedited orders if you choose not to use your own shipping account.

#### ***Card Replacement***

WEX will process requests for replacement cards for lost, damaged, or stolen cards within one business day. If notification is received by 3:30 p.m. Eastern Time, you can have cards sent that day, via overnight mail for a fee if you choose not to use your own shipping account.

If a card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number. The Customer Service Department is available 24 hours a day, 365 days a year.





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The fleet may also provide us with notice of the loss, theft, or unauthorized use of any card or account through Speedway Fleet Manager Online®. Subject to any limitations imposed by applicable law, the fleet will be liable to us for all unauthorized use of a Card until you notify us of such use.

Once a card has been reported as lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, the fleet will be relieved from liability for any subsequent charges to the card.

### ***Card Assignment***

A WEX card can be assigned to a vehicle/asset, driver, or organizational unit (or cost center) in the fleet, enabling the card to capture and track all purchase activity. When the card is swiped at the point of sale device, the driver will be prompted to enter a Driver ID (DID) and the odometer reading of the vehicle prior to receiving authorization for any transaction. Each DID can be assigned to one, many, or all cards on the WEX account and can either be generated by WEX at random, or assigned by the fleet customer. This 4- or 6-digit DID can be assigned to a driver, vehicle/asset, or organizational unit on the WEX account (based on the type of card you prefer to use). For example, if you decide to assign the card to the driver, the driver would typically enter a DID associated with the vehicle. If you prefer to assign the card to a vehicle, typically the DID is associated with the Driver. This DID, combined with the card and account validation rules, is queried against the WEX database for verification and, if valid, the transaction is authorized.

The WEX card cannot be electronically activated without entering a valid DID, therefore the card is useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity.

### ***Embossing***

Our embossing capabilities enable fleet customers to customize the information that is imprinted on their cards. There are two lines for embossing. The first line is usually designated for the account name, while the second line can be used to identify the associated equipment or driver. Each line will accommodate up to 24 characters. The account number, card number, product restriction (such as "Fuel Only"), and expiration date are printed on the front of the card. Embedded in the card (the magnetic strip) are the card number, expiration date, prompt and restrictions, if any.

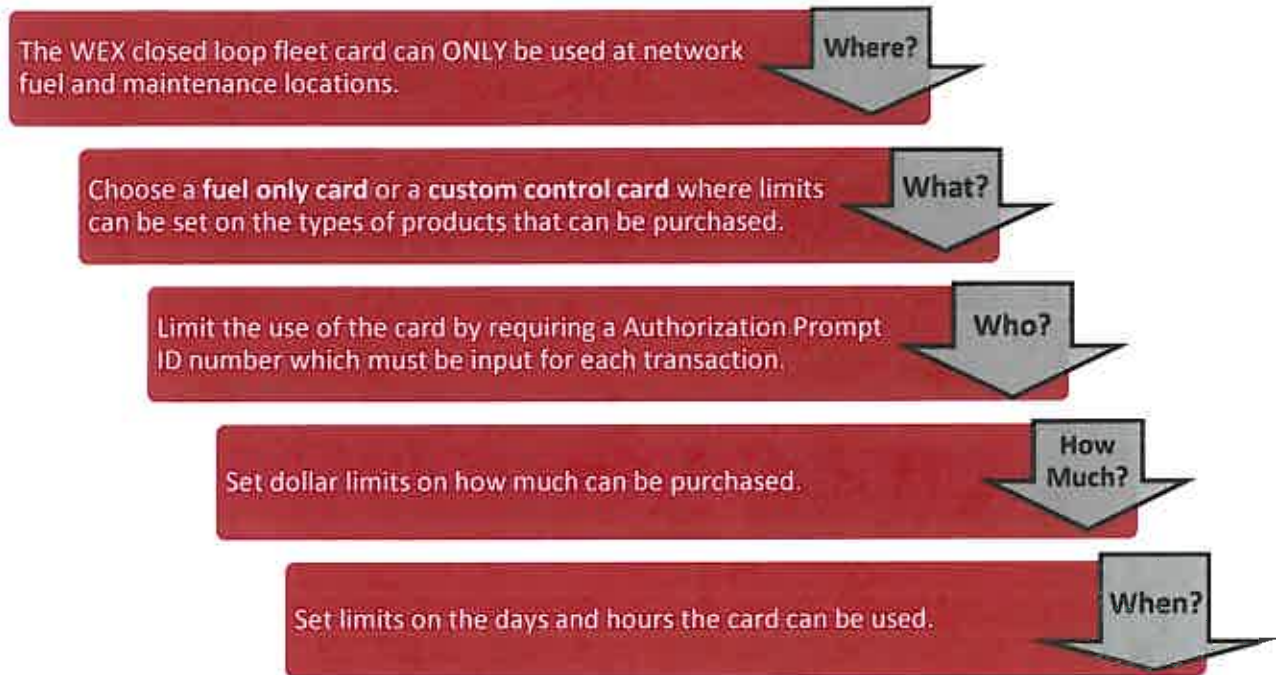


**BUSINESS  
UNIVERSAL**



## LEVELS OF CONTROL

WEX understands that it's critical for fleets to minimize waste and fraud and stay within budget. That's why WEX offers a variety of tools that provide added purchase controls and purchase policy enforcement capabilities.



### ***Open-Loop vs. Closed-Loop Networks***

Both the fleet card and open-loop credit cards offer fleet managers the ability to track and set controls on their fuel spend. However, the WEX closed-loop fleet card solution provides more in-depth transaction data, greater flexibility and security, and tighter controls than open-loop credit card alternatives.

The Speedway Business Universal Card can only be used at fuel and maintenance locations. This is the first line of defense against unauthorized or fraudulent spending, which could occur easily with an open-loop credit card that can be used at any retailer, not just fuel and maintenance sites.

One of the most significant advantages the WEX proprietary closed-loop fleet cards offers over an open-loop solution is our custom-built network. WEX can ensure that any vendors accepting our cards will comply with the same requirements and that data capture is tailored specifically to meet fleet customer needs.

### ***Greater Access to Level III Data***

The WEX proprietary closed-loop network captures Level III data on 99.8% of transactions. This means that when a driver swipes the card, the point-of-sale device will prompt them to enter the Authorization Prompt ID and odometer reading. Level III line item detail allows fleet managers to better track their fleet's expenditures, facilitating cost analyses, vehicle life-cycle analyses and overall fleet management. For example, the driver will be prompted to enter the odometer reading providing valuable vehicle information such as cost per mile, miles per gallon, vehicle operating costs, and intelligence for preventive maintenance schedules and vehicle replacements. It can also help streamline administrative operations, reducing the time and resources devoted to accounting.

### ***Greater Security***

Another significant benefit of Level III data capture is that it requires the cardholder to input an Authorization Prompt ID for each transaction, preventing the card's use in case of loss or theft. Authorization Prompt IDs make fleet cards more secure and help limit fraud, both internal and external.

The Authorization Prompt ID can be linked to a specific purchase profile in Speedway Fleet Manager Online® providing further security by limiting expenditures to certain types of purchases, at specific dollar levels, and during specific timeframes.

Contrast this to a typical credit card, which usually requires no additional verification.

### ***Card Types***

**Fuel Only cards** permit the purchase of fuel, like gasoline, diesel, or alternative fuels based on the coding in the magnetic strip on the card. Non-fuel purchases are not permitted when non-fuel items are identified at the time of authorization. It does not prevent items such as car washes paid for at the pump as merchant devices do not send this authorization request to us.

**Custom Control cards** permit all types of purchases at WEX accepting locations based on the coding in the magnetic strip. This includes fuel, maintenance and other (such as general merchandise) items. With Custom Control Cards, fleet managers have the option to apply Product Type Controls (see below for details), allowing certain product categories to be deselected. For example, "General Merchandise" could be deselected, allowing only Fuel and Parts/Service related purchases. Custom Control Cards and Product Type Controls allow you to control what your drivers buy, not just where they buy it.

WEX accounts may be comprised of all Fuel Only cards, all Custom Control cards, or a mix of both Fuel Only and Custom Control cards. This enables fleet managers to issue the appropriate card type based on a variety of purchasing needs.

## Purchasing Controls

As a closed loop network, we developed our own acceptance among merchants. We can control transactions at the merchant-type level. The Speedway Business Universal Card is accepted at more than 90% of the retail fuel locations in the US.

Most generic credit cards can control the type of merchant; however, WEX goes a level deeper and is able to control the product type being purchased.

Product Type Controls are groupings of like products separated by type: services, fuels, fluids, food, and so on. These controls enable access to specific product categories, within a specific network of merchants. WEX uses Level III data to customize card controls, so they may only be used at certain times or on these product types.

Fleet managers can then go a level deeper and set controls on dollar-spend limits at the transaction level: dollar limits, fuel quantity limits, and timeframe of purchase.

Product Type Controls offer fleets the ultimate in flexibility. They enable the fleet manager to limit transactions within a pre-determined network of fuel and service vendors. In addition, they can go a level deeper, and allow the fleet to allow or exclude certain categories of products. For example, the fleet can allow drivers to purchase fluids, like washer fluid or oil, and disallow general merchandise, like snacks and soft drinks. In contrast, a typical credit card would be open to all gas stations, and any merchandise that is available in this retail channel. For example, a driver could purchase electronics or snack food. This opens up the fleet to unauthorized expenses and program abuse.

The WEX Purchase Controls product allows fleet managers to control the amount and frequency of purchases on their fuel cards, at the card level. Defining limits helps a fleet manager detect and prevent unauthorized transactions, potentially saving your fleet money by monitoring unauthorized purchases. Fleet managers may select tools to assist in establishing daily, weekly, twice monthly or monthly limits for fuel and service expenditures. If a transaction is outside of the set limit, it is logged and recorded at the point of sale or, in the case of hard controls, declined at the point of sale.

Product Type Controls
Fuel (always on)
Parts & Service
Quick Lube
Oil & Fluids
Roadside Assistance
General Merchandise

Transaction Level Limits
<b>Dollar Limits</b> (Limit to specific daily and weekly amounts)
<b>Fuel Quantity</b> (Limit the amount of fuel purchased in a day)
<b>Timeframe of Purchase</b> (Limit to certain days, weeks, or hours of the day)

Purchase Control Tools *	Level
Per transaction dollar limit	Card
Per period dollar limits (daily, weekly, twice monthly, monthly)	Card
Per period # of transactions (daily, weekly, twice monthly, monthly)	Card
Total Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Non-Fuel per period (daily, weekly, twice monthly, monthly)	Card
Total Gallons per period (daily, weekly, twice monthly, monthly)	Card
Time of day (subject to server location's time zone)	Card
Day of week (subject to server location's time zone)	Card

\*Enforcement of some limits depends upon adoption of specification and merchant participation.

## Automatic Pump Shut Off

Automatic Pump Shut-Off leverages proprietary technology developed by WEX to add a layer of protection and control to fleet fuel purchasing. If a driver tries to exceed the set limits, the pump automatically shuts off. The result is increased operational efficiency, enforcement of driver policies, and better management of costs.

Our Automatic Pump Shut-Off feature works in conjunction with three purchase parameters: Fuel Dollars per Transaction, Fuel Dollars per Timeframe, and Total Dollars for All Products per Timeframe.

Purchase Parameters
Fuel Dollars per Transaction
Fuel Dollars per Timeframe
Total Dollars for All Products per Timeframe

The fleet manager defines one or more of these purchase parameters by creating and associating a Product Type Control authorization profile to one or more cards. The fleet manager can change their customized controls in near real-time and alter them whenever necessary, resulting in an increase in control, convenience, and accountability.

Large fleets that use Automatic Pump Shut-Off enjoy the following benefits:

- **Reduce fraudulent fueling** – helps to limit overages and unauthorized activity
- **Tighter control over fleet expenses** – allows for better management of fuel expenditures



- **Convenience of use** – available at most participating merchant locations like 76®, Citgo, Conoco®, Phillips 66®, ExxonMobil®, BP, Gulf, Wawa, Sinclair, Marathon, Sheetz, QuikTrip, and more.

## Flexible Exception Reports

WEX offers a suite of intuitive exception reporting options for complete visibility and control over the fleet’s purchasing behavior. The Flexible Exception reports capture and aggregate violations for easy reference so a fleet manager can identify, monitor and correct adverse purchasing behaviors. The fleet manager selects the parameters and can make modifications quickly and easily. Choose from the following options:

Flexible Exception Reporting	Level	Frequency
More than X dollars per transactions	Card or account	Daily
More than X dollars per fuel transactions	Card or account	Daily
Unauthorized fuel products	Card or account	Daily
Number of gallons per transactions exceeding X	Card or account	Daily
Fuel Economy Average	Card or account	Daily
Non-fuel transactions	Card or account	Daily
Transaction total for day exceeding X	Card or account	Daily
More than X transactions per timeframe (day or month to date)	Card or account	Daily
More than X gallons per timeframe (day or month to date)	Card or account	Daily
Total purchases per month exceeding X	Card or account	Daily
Average PPG exceeds X	Card or account	Daily
Inactive card for calendar month	Card or account	Daily
Transactions occurring in/out of State	Card or account	Daily
Hours of purchasing	Card or account	Daily
Days of purchasing	Card or account	Daily

Exception reporting can be set up for an individual account or grouping of accounts. Exception reports can be made private, meaning only the creator of the report can view the output or can be shared globally; meaning anyone who has access to the Speedway Fleet Manager Online® reporting feature can view the report output. Exceptions can monitor the card, the vehicle, and the driver (as applicable). When a threshold is exceeded, details are populated on a report and



made available for viewing online via Speedway Fleet Manager Online® or downloaded into an Excel or CSV file. **The transaction is authorized so the driver stays on the road, but the behavior is reported so the fleet manager can monitor and correct behavior as necessary.**

## ***Real Time Alerts***

Real Time Alerts allow the fleet manager to define purchasing guidelines on specific authorization controls. Alerts are sent for situations which may be outside of normal operational behavior. For example, if a transaction exceeds a set dollar amount, occurs outside a specific time frame, or when general merchandise is purchased. Alerts can also be sent if the vehicle is fueled at a higher dollar amount than the tank size of the vehicle. If an exception occurs, the fleet manager receives an email or text within minutes. The message provides details about the purchase that fell outside the set parameters and includes driver and vehicle information. Alerts can be sent directly to the fleet manager’s email or mobile phone, and are housed in the Speedway Fleet Manager Online® Report module for analysis and monitoring.

Real Time Alerts
Transactions per period
Dollars per period
Gallons/units per period
Consecutive declines
Day/time of week
Product type category

## ***Lost or Stolen Cards***

If a Speedway Business Universal Card is lost or stolen, it should be reported immediately to our Customer Service Department by calling the toll-free number (800-492-0669). Open 24 hours a day, 365 days a year, our Customer Service Department is always available to handle the needs of your fleet. You can also provide us with notice of the loss, theft or unauthorized use of any Card or account through Speedway Fleet Manager Online®. Subject to any limitations imposed by applicable law, you will be liable to us for all unauthorized use of a Card until you notify us of such use.

Once a card has been reported lost or stolen, it is immediately invalidated in the WEX system. After cancellation, all electronic authorizations associated with the card are declined at the time a purchase is attempted. Once WEX receives proper notification, you will be relieved from liability for any subsequent charges to the card.

## **RISK MITIGATION**

In our experience, efforts by WEX’s Fraud Department, in tandem with a customer’s use of: a fleet management policy; controls; and alerts, along with a careful review of all reports including exception reports, helps substantially reduce exposure to abuse and fraud, and any associated losses.

WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX’s Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts:

<i>Primary Functions</i>
<ul style="list-style-type: none"><li>• Review Transaction activity</li></ul>
<ul style="list-style-type: none"><li>• Identify potentially abusive or fraudulent behavior</li></ul>
<ul style="list-style-type: none"><li>• Notify customers when such behavior occurs</li></ul>

Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as:

<i>"Red Flag" Activity Indicators</i>
<ul style="list-style-type: none"><li>• Date and time of purchase</li></ul>
<ul style="list-style-type: none"><li>• Merchant location</li></ul>
<ul style="list-style-type: none"><li>• Product purchased</li></ul>
<ul style="list-style-type: none"><li>• Driver identification number used to conduct the sale</li></ul>
<ul style="list-style-type: none"><li>• Dollar amount</li></ul>

Our Fraud Department has been instrumental in providing recommendations to prevent fraud from occurring, proactively working to identify fraudulent situations, and working closely with fleets, merchants and appropriate authorities, to minimize losses and prevent such situations from continuing or recurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently 11 people in WEX's fraud department who are focused on fleet card fraud. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

### ***ACI/ReD PRISM***

WEX utilizes ACI/ReD's enterprise fraud prevention service, PRISM, as a supporting tool to its in-house fraud initiatives. ACI/ReD PRISM uses predictive analytics and neural modeling technologies to score the likelihood of a transaction being fraudulent. The combination of



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custom scoring and dynamic rules assists client companies in identifying likely fraudulent transactions before they occur, thereby reducing overall fraud losses.

### ***Security and control***

We enable our customers to monitor and control their fleets' expenditures. Through Speedway Fleet Manager Online®, fleet managers can set pre-determined limits on the amount of money their drivers can charge, the frequency with which their drivers can purchase fuel, the type of products and services that their drivers can purchase and the time of day or days when their drivers can make purchases. In addition, through Speedway Fleet Manager Online®, fleet managers can perform real-time modifications to any pre-determined limits or add or remove driver identification numbers in response to changes or to prevent theft.

They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

### ***Exception Reports***

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. These types of reports work well with your card controls to effectively manage your program by identifying potential fraud or abuse.

### ***Driver ID***

The WEX card cannot be electronically activated without entering a valid Driver Identification Number (DID), rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid DID is required by all users at the point of sale, providing security to the fleet customer.

## **SPEEDWAY FLEET MANAGER ONLINE®**

Speedway Fleet Manager Online®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to achieve optimal operational efficiency. They can perform the day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time.

The Speedway Fleet Manager Online® portal is designed so a fleet manager can assign access to as many users as necessary. These users all have the ability to perform various functions depending upon the level of access assigned. By utilizing custom roles, the fleet manager can determine the level of access they wish to grant users on the system.

Speedway Fleet Manager Online® offers a group of purchasing control parameters, or limits, which the fleet manager assigns to cards to reduce the totals spent per card per designated period. This allows easy, day-to-day management of the cards to ensure purchasing policies are enforced.

Speedway Fleet Manager Online® is the destination for managing vehicles and drivers, setting purchase controls, and reporting and financials—the tools needed to manage operations quickly and easily.

### **Benefits:**

- Secure online 24 x 7 x 365 access to your card program
- Manage vehicles, drivers, purchase controls, financials, and reporting anywhere
- Efficient and flexible online management – can be managed by one administrator or multiple employees

### ***Administration and Online Users***

The Administration module of Speedway Fleet Manager Online allows the fleet manager to create custom online user roles that can limit or broaden access into the system.

### ***Fleet Manager – Cards, Drivers, Controls, Invoicing***

The Fleet Manager module of Speedway Fleet Manager Online® allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also:

- Assign card to driver, vehicle or location
- Transfer cards from one account to another
- Group cards into authorization profiles to enforce your purchasing policies
- Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes ( initially added during the implementation phase)

- Edit account information

### ***Custom Roles***

The Administration module of Speedway Fleet Manager Online® allows the fleet manager to create custom roles that can be assigned to online users to limit or broaden access into the system. The fleet manager can create custom roles which provide users with access to different sections – like the driver section. This setup allows them to focus on their defined tasks without giving broader permissions that could be abused.

The Administration module allows the fleet administrator to add new online users, manage existing users, and manage online enrollment requests. **It's easy to determine who gains access to the system, what level of access is provided to the user and which accounts they have the ability to manage.** Management responsibility is shared, but the administrator retains ultimate control over access privileges. Speedway Fleet Manager Online® is structured to provide the ultimate flexibility to meet unique account program needs.

#### **Benefits:**

- Provide the appropriate account and system access based on the user responsibilities
- Ultimate control over who has access to the system, what level of access and to what accounts
- Determine when the last time the users logged into the system

### ***Authorization Profiles***

Authorization profiles are the purchasing control parameters, or limits, which fleet managers assign to cards. This allows for easy management of the program to ensure purchasing policies are enforced each time a card is used.

WEX offers the flexibility for the fleet manager to name the authorization profiles via numeric or alphabetic naming scheme. For example, one group of profiles could be named, "sedan," and the profile could be applied to that grouping of vehicles. Or, the profile could be titled, "delivery driver," and be set up for that specific type of employee. The fleet manager can assign as few or as many as he/she needs. The fleet manager can have as many or as few profiles necessary to manage his/her fleet needs.

The Authorization Profile module allows fleet managers to add new profiles, view existing profiles, view cards assigned to each profile, clone, edit or modify the values, change the status of the profile, set account defaults, and reassign cards to other profiles.

Authorization control profiles allow the fleet manager to edit a profile and have that change impact all cards associated with that profile – that could be one card or 1,000 cards. This functionality saves manually editing each driver or vehicle record when a policy changes.

**Benefits:**

- Centralized account management
- Efficient administration of cards, driver, vehicles and authorization controls
- Quick link navigation to all management features and functions

***Financials***

The Speedway Fleet Manager Online® Financial Module allows the fleet manager to effectively manage his/her fleet card program by giving the fleet manager additional fields to capture pertinent information, such as: accounting codes, location values, fuel type (diesel/unleaded), driver permissions (CDL license or job code), etc. The Speedway Fleet Manager Online® system is unique because it allows the values to be named by the fleet manager. The fleet manager has the ability to make them required/not required to ensure that the necessary data is captured in reporting.

The addition of the User Defined Fields allows the fleet manager to gather all the pertinent information needed to manage their reporting and business from the Speedway Fleet Manager Online® system.

***Accounting Fields and Codes***

An important feature of the Financials module of Speedway Fleet Manager Online® is the ability for the fleet manager to easily create custom accounting fields at the account, card, driver and vehicle prompt records level. The fleet manager defines the field names and determines the characteristics of how the data should be entered, and whether it's required.

For example, a fleet manager may define an accounting field as follows:

- "Cost Center" as four numeric characters and free form entry that is required input
- "Region" as a list of values such as North, South, East, West that is optional to input
- "Equipment Type" as 20 characters of free form text that is required input

Once these custom fields are added to the system, they can append the additional data on the card, account or prompt records, so activity can be tracked and monitored. These fields can be edited, even after the transaction has taken place, until the cycle closes through the Transaction Management module. For example, a vehicle with an Equipment Type of Floral Delivery could be reallocated after the fact to the Catering Department to the transactions can be reposted to reflect the the change of vehicle use.

Once accounting fields have been created, for those that have a list of values instead of free-form text, a list of accounting codes can be added to the specific field. For example, "Region" could have North, East, South, and West assigned as a specific options in a drop-down box.

## ***Accounting Profiles***

Once the accounting fields and codes have been established in the system, the fleet manager can assign a subset of the codes, or Accounting Profiles. By utilizing this feature the fleet manager can combine various fields and codes into one profile that can be assigned to one or more levels within a hierarchy, thereby streamlining the information. Fleet managers can leverage these accounting profiles to specifically tailor the data capture needs of an individual account or group of accounts.

As an example, a subsidiary of the organization representing one level of a hierarchy requires that cards be tracked by G/L Code and Office. The fleet manager can create an accounting profile that requires these two fields be populated and create drop down lists that are applicable to the subsidiary.

## ***Transaction Management***

The Transaction Management module allows a fleet manager to report upon posted transactions and review the accounting fields that were assigned to them at the time the transaction posted. Once the report is run, accounting fields may be edited if necessary. Each transaction may be flagged as reviewed to indicate that the fleet manager has checked the accounting fields and the amounts, and found them to be acceptable. A transaction may be set for “follow-up”, which will place it upon the Follow-Up Transactions report so it can be returned to later for additional research.

For example, some Driver accounting fields called Job ID and Region have been created. Whenever a Driver account is created, the fleet manager will be asked to assign a Job ID and Region to the Driver. Whenever a Driver generates a transaction, the Job ID and Region will be automatically affiliated to the transaction.

### **Financial Module Benefits:**

- Ability to create accounting codes specific to the organization
- Appending of data which is specific to the company’s cost accounting needs
- Ability to update and annotate accounting code fields post transaction
- Ability to streamline administrative duties through the use of accounting profiles

## ***Reporting Options***

One of the most powerful features of Speedway Fleet Manager Online® is the newly enhanced reporting options. It allows a fleet manager to research information at the individual card, comprehensive account, and organizational levels.

**Standard Reports** offers a full suite of purchasing activity and financial summary reports that can be downloaded and reviewed electronically. The standard billing package will be available in this module so a fleet can reduce their carbon footprint by foregoing paper reporting. The



package includes: Purchase Activity Report, Site Summary, Financial Summary, Department Summary (if applicable), and Tax Summary (if applicable). Examples of WEX customer reports:

- **Account Review:** An analytical tool that provides an overview of an account's purchasing habits and allows a fleet manager to benchmark average spend against WEX universe, percentage of grade of fuel, active/inactive card, maintenance/fuel spend.
- **Opportunity Reports:** Drill down to the zip code level of fleet purchasing to allow the fleet manager to determine where savings opportunities exist.
- **Major Fleet Activity Report:** Gives the fleet manager monthly information (total gallons, total dollars, and average price per gallon ) on the specific merchants they utilize allowing them to make better purchasing decisions.

**Ad Hoc Reports** allow fleet managers to define search criteria from a snapshot in time to generate reports that are viewable and downloadable into Excel or CSV format. Use this tool to analyze transaction level detail, view transaction summaries and purchase exceptions which may be impeding operational efficiency or compromising budgets. All reports contain the standard Level III transaction data as well as the fleet manager's uniquely appended accounting codes. WEX stores 24 rolling months of information that these reports can draw from.

**Custom Reports** offers the opportunity to dig deeper into the details and create reports on authorizations, transactions, card, driver and vehicle reports options. With custom reports fleet managers can incorporate standard data, as well as the fleet manager's defined organizational accounting code information. The intuitive wizard based process allows the fleet manager to create real-time reports or schedule reports to gain greater insight into his/her program's performance.

When the fleet manager selects the hierarchy levels for which to generate this report, the report will automatically include all the levels beneath those selected. The report will also display the relationship to all upper level accounts up to the fleet manager's highest level of access. Custom reports give the fleet manager the ability to compare various levels of the hierarchy.

**Speedway Fleet Manager Online® supports nine levels of hierarchy providing a high level of detail and flexibility.**

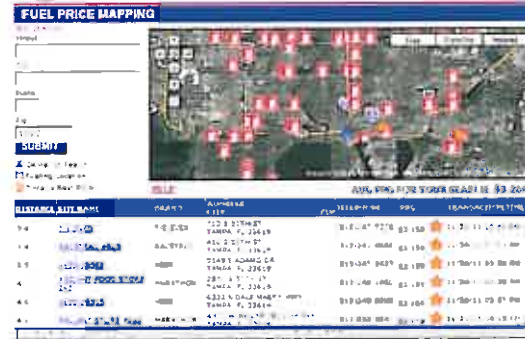
**Reporting Benefits:**

- Immediate access to transaction and exception data
- Robust Level III data combined with enhanced organization accounting code information
- System monitoring of transactions to identify exceptions to purchasing policies
- Efficient delivery of standard reporting packages
- Creation of customized real time and scheduled reports
- Monitoring of real time information and abnormal purchasing behavior

### Fuel Resource Tools

The Resource Tools module provides one-click access to WEX accepting locations. The WEX Card is accepted at more than 90% of US retail fuel locations. It’s easy to access fuel pricing information, as well as specialized directories for diesel and alternative fuels.

The Fuel Price Mapping Tool allows the fleet manager to search for WEX accepting locations. We also provide you with the most recent transaction pricing information for each location. Since the WEX network is one of the most comprehensive, and conducts millions of transactions each week we can provide real-time information, so the fleet manager can make low-cost fueling decisions. The fuel price mapping tool is also available on iPhones and Android smart phones which allows drivers to find the best fuel price in the area.



The Top Metro Fuel Index gives a solid data point to understand regional variances in pricing and allow insight into future trends. This allows the fleet manager to take advantage of downward trends and adjust for potential rising cost trends.

Diesel and Alternative Fuel Directories allow fleet managers to locate fuel types which can sometimes be difficult to locate. These directories can be referenced to determine the most efficient fueling location, regardless of fuel choice.

In addition to the fuel tools available on Speedway Fleet Manager Online®, WEX offers a mobile fuel site locator application called WEX Connect. Users can quickly and easily locate the nearest fueling locations and sort based on price or distance.

The user can either conduct a radius search from their current location or search based on a specific address, city, state, or zip code. The fuel prices are date and time based on the actual transaction price which provides the user with the most up-to-date information available.

WEX Connect location is the industry’s only fuel site locator with integrated text-to-speech technology allowing the user “hands free” operation by having the directions read aloud to the selected location. These features, along with the ability to find service stations and fueling locations offering diesel, E85, regular and CNG, help to ensure that your drivers find the fuel they need — at a price that benefits your bottom line.



**Benefits:**

- Efficiently locate WEX accepting locations regardless of fuel type
- Obtain pricing information to locate the best priced fuel

## REPORTING

WEX offers a suite of reports to help slash the administrative time involved with managing fleet expenses. We require all accepting merchants to be Level III capable, a level of transaction data capture that provides the foundation for our superior reporting tools.

The major report categories we offer are:

- Management Reports
- Profile Reports
- Transaction Reports
- Exception Reports
- Benchmark Reports
- Billing Cycle Reports

In addition to these reports, our Premium Fleet Services Account Managers have advanced query tools that help them satisfy complex reporting needs not covered by our standard reports.

### ***Management Reports***

Management Reports provide fleet managers and administrators with a view into the entire portfolio, illuminating trends and areas for possible savings. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Major Fleet Activity Report	This report provides current and previous monthly summary information by account, by brand, outlining total spend, fueling spend, gallons and average PPG. The report helps fleets identify which merchants they are using and whether they could save by switching to brands with a lower PPG.	Speedway Fleet Manager Online	Monthly
Account Review	This report is a rolling 13-month review of data consisting of the following reports: portfolio summary, spend report, gallon report, fuel type usage snapshot, premium fuel gasoline spend, non-fuel spend snapshot, average price per gallon (gas and diesel), transaction report, activation report, brand report (gasoline, diesel and maintenance). This report allows fleets to identify areas of opportunity (such as excessive premium fuel use).	Speedway Fleet Manager Online	Monthly
Opportunity Report	This report outlines savings opportunities by account, driver and/or vehicle by benchmarking purchases at a zip code level against the entire WEX portfolio. This report provides insight into where your drivers are fueling, identifying ways to save by fueling at lower cost stations near their routes.	Speedway Fleet Manager Online	Monthly

## Profile Reports

Profile Reports provide fleet managers and administrators with a snapshot of the information available in our system at the time the report is run, making it easy to manage the inventory of accounts, cards, drivers, and vehicles and helping ensure that the information and status of each item is up-to-date.

Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Account Profile	This report itemizes the accounts within your hierarchy and provides details including contact name, shipping information, total cards, total driver prompts, card type, accounts, org units, and total vehicle prompts. This report helps fleet managers ensure their accounts are set up as desired.	Speedway Fleet Manager Online	On Demand or Scheduled
Card Profile	This report provides a broad view of cards across multiple accounts or focused on a single account. This allows fleets to monitor and review card data based on a comprehensive view of card attributes or just a few specific card details.	Speedway Fleet Manager Online	On Demand or Scheduled
Vehicle Profile	This report provides a broad view of vehicles and assets across multiple accounts or focused on a single account. This allows fleets to monitor and review vehicle data based on comprehensive information, including account assignment, name, status, and date of last transaction.	Speedway Fleet Manager Online	On Demand or Scheduled
Driver Profile	This report provides a broad view of drivers across multiple accounts or focused on a single account. This allows fleets to monitor and review driver data based on comprehensive information, including account assignment, name, status, and date of last transaction.	Speedway Fleet Manager Online	On Demand or Scheduled

**Transaction Reports**

Transaction Reports provide fleet managers and administrators with a full range of authorization and posted transaction data to perform audits, trend analysis and data mining. This allows for simple ad hoc queries and more in-depth, customizable reporting to help you drill down to the data you need. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Transaction Details	This report is a simple, on-demand, ad hoc report tool that provides posted transaction details for a period of time you specify (up to 24 months). This tool is especially useful in viewing transactions associated with a particular billing cycle, or, a quick way to look up something you are investigating. It has both filtering and sorting capabilities.	Speedway Fleet Manager Online	On Demand
Ad Hoc Transaction Summary	This report is a simple, on-demand, ad hoc report tool that provides posted transaction details at a summary level for a period of time you specify (up to 24 months). This tool is especially useful in viewing a summary of information by account, card or brand, with an ability to then drill down into transaction details to get more information.	Speedway Fleet Manager Online	On Demand
Transaction Management	This report is a comprehensive, highly customizable, transaction-level report that allows you to analyze usage at certain merchants or within specified dollar amounts or within selected accounts. It allows for a broad set of filters, and the ability to select and sort the fields you care about.	Speedway Fleet Manager Online	On Demand or Scheduled
Authorization Activity	This report provides a direct view of authorization activity, which is posted in real-time in our system. This detailed authorization data helps you make informed decisions and perform analysis to help manage and enforce driver purchasing policies. It is also an excellent tool for assisting drivers on the road who may have encountered a “decline” at the fuel pump, but are unsure why.	Speedway Fleet Manager Online	On Demand or Scheduled



## Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception Reports, when paired with your card controls, help you effectively manage your program by identifying potential fraud or abuse. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Ad Hoc Exceptions	This report is a simple, on-demand, ad hoc exception report tool that provides the ability to view posted transaction details for a variety of exceptions. Some of the options include: high octane fuel, weekend purchases, number of gallons or number of transactions per period. The tool has both filtering and sorting capabilities.	Speedway Fleet Manager Online	On Demand
Flexible Exceptions	This report provides a comprehensive set of exception parameters for posted transactions upon which you can be alerted. Any transactions that meet the threshold you have set will be captured on a report for your review. Additionally, you can choose to receive an email once a day notifying you that an exception has occurred. This tool is effective in identifying possible fraud or abuse of cards.	Email and Speedway Fleet Manager Online	Daily capture of transaction details; on demand report viewing
Real Time Alerts	This tool allows you to set parameters within your Authorization Profiles so you can be immediately alerted when a transaction falls outside of that parameter. An email will be deployed to notify you of what has occurred, in near real-time, and it will also be available for review in an online report. This tool is very effective in identifying possible fraud or abuse as the transaction is occurring.	Email and Speedway Fleet Manager Online	Emailed as threshold is exceeded; on demand report viewing

## Benchmarking Reports

Benchmarking Reports provide a way for fleets to understand how their purchasing behavior compares to others, and provides insight into the types of merchants being used. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Minority and Women-Owned Business Report	This report provides monthly roll-up of transactions, gallons, and dollars spent at minority- and women-owned fueling and service sites. This report is useful for those fleets that are tracking their minority spend and have a program to increase spend at minority- and women-owned businesses.	Speedway Fleet Manager Online	Monthly



Report Name	Description/Benefit	Mode of Delivery	Frequency
WEXIndex™	WEXIndex™ is an index and report published by WEX for the price per gallon of certain fuel types in a given month. Our customers use this report to understand pricing trends in the industry. Within the Account Review (see above under Management Reports), it is used to benchmark your fleet's pricing behavior vs. the national average for the specific fuel type. This tool is an excellent way to help your drivers make good choices on where they fuel and where fueling costs can be reduced.	Speedway Fleet Manager Online	On Demand

## Billing Cycle Reports

Billing Cycle Reports accompany an invoice to assist fleets in reconciliation before making payment. They are available in a variety of formats, giving the fleet the ability to choose the format that is most beneficial. Available reports include:

Report Name	Description/Benefit	Mode of Delivery	Frequency
Purchase Activity Report	<p>This is our standard billing cycle report that accompanies each invoice, with a roll-up by card or department. It can be retrieved online and is in a PDF format. It consists of several key elements:</p> <ul style="list-style-type: none"> <li>• Purchase Activity: by card transaction details for that cycle</li> <li>• Financial Summary: financial roll-up of spend by account, fuel and non-fuel</li> <li>• Site Summary: roll-up of purchase behavior by brand, with totals</li> <li>• Tax Exempt Summary (tax exempt fleets only): roll-up of exempted and reported transactions by jurisdiction and fuel type</li> </ul>	Speedway Fleet Manager Online	With invoice, at cycle close
View Details	This is our standard transaction detail report that is available online and accompanies each invoice. The report can be downloaded into Excel or CSV as needed and provides an easy way for fleets to reconcile their transactions with their invoice, with an ability to download for additional filtering or archiving.	Speedway Fleet Manager Online	With invoice, at cycle close
WEXLink	WEXLink is a comprehensive data file available to fleets that wish to import transaction details into their systems. It can serve as simply a report, or as a billing and reporting file. (See description below)	Speedway Fleet Manager Online, FTP, or Email	With invoice, at cycle close

**WEXLINK™**

Most of our larger fleets choose to receive billing data in the form of WEXLink™, an electronic file that provides customers with transaction data on a daily, weekly, or monthly basis via the internet (i.e. FTP). The data is provided in a flat file and includes extensive detail for both fueling and service transactions, enabling fleets to analyze vehicle, driver and purchase information, and to reconcile monthly invoices. WEXLink files are designed specifically for fleet customers who want to perform detailed analysis and reporting on their fleet account. This file can be merged with your existing information management system, making it easy to track costs. Some of the detailed transaction information included in the WEXLink® billing file are:

<i>WEXLink File Data Summary</i>			
<i>Transaction Data</i>	<i>Site Data</i>	<i>Vehicle Data</i>	<i>Driver Data</i>
Product code	Site name	Vehicle number/ID	Driver ID
Product name	Brand name	Vehicle plate number	First name
Transaction date	Site address	License plate state	Last name
Transaction time	Site city	Odometer	
Transaction number	Site state		
Fuel type	Site zip code		
Unit of measure	Private site quantity		
Unit cost	Private site transaction		
Quantity purchased			
Gross dollars			
Exempted tax			
Reported tax			
Invoice number			
Billing period			
Account number			
Code tracking*			
Non-fuel purchases			

Purchases are due and payable in full upon billing. Invoices include transactions that have posted to our system in your billing cycle and will not include all transactions that have been made in the billing cycle. Your account is delinquent if the balance is not paid within 22 days of the billing date appearing on your invoice (unless otherwise defined by your Prompt Payment Laws). The periodic rate is based on your billing cycle. Billing cycles can be weekly or monthly, depending on credit approval.



## PAYMENT OPTIONS

The WEX program offers fleets the flexibility to choose the payment option that meets your unique needs.

### ***Paper Check***

You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice.

### ***Online Payment***

You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts.

### ***ACH***

WEX supports customer initiated electronic payment through Automated Clearing House (ACH).

### ***Direct Debit/EFT***

The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account.

### ***One-time Authorization for Electronic Payment***

If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.)

*Payment terms subject to credit approval.*

## DISPUTE PROCESS

The WEX transaction dispute process is outlined below:

1. A customer must notify WEX in writing of a disputed transaction within sixty (60) days of the billing date of said transaction. WEX requests that the customer to provide as many details regarding the transaction and the reason for dispute as possible, including, but not limited to the following: card number, driver identification number used, transaction date and time, transaction dollar amount, and reason for dispute. Additional information may be requested as necessary to facilitate the investigation.
2. The fleet's written dispute is then forwarded to the applicable department for follow up and investigation. If the dispute involves an allegation of abuse or fraud, the dispute will be handled by WEX's Fraud Department and the dispute process may vary from the standards as outlined below depending on the nature and validity of the claim.
3. If the disputed transaction occurred inside the fueling location and required a signature from the cardholder, WEX may request a copy of the sales draft from the merchant. As a result of the ticket request, the fleet customer will receive a memo on their invoice noting that a transaction is in dispute.
4. Once the applicable merchant provides a copy of the sales draft, it will be reviewed for compliance with the fleet program. If WEX determines that the sale is valid in accordance with the program, the disputed charge balance will be carried forward for payment and will be subject to applicable late fees. Payment is expected during the next billing cycle. Copies of the sale draft are then forwarded to the fleet customer for review.
5. In the rare event that the transaction in question is determined to be a duplicate transaction, it is not necessary for WEX to request a copy of the ticket from the merchant. After receiving the fleet's dispute in writing and confirming that the transaction is a duplicate, WEX will permanently credit the account within five (5) business days.
6. If the disputed transaction occurred at an automated facility, a copy of the sales draft would not be available as no signature is required and swipe of the card into the card reader establishes that the card was present at the time of sale. Pursuant to the terms of our Agreement, "...use of a Card and DIN and entry of the applicable sales data into the card system will evidence (your) Agreement to pay for such purchases."
7. In the rare occasion that a technical error occurred at an automated facility, WEX will perform an investigation into the dispute sale.
8. Upon conclusion of the investigation, WEX will communicate the outcome of the investigation to the fleet customer. If a credit for a disputed transaction is warranted, it will be applied against the current billing period.

*\*Disputes of transactions conducted with WEXPay are subject to the MasterCard dispute process.*

## SERVICE

Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers to your Program Coordinators as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program.

### ***Service Excellence Awards***

WEX has received numerous awards for customer service excellence including:

- Top 20 Call Centers in America: Small Call Center Category, 2010 and 2011 and the Mid-Sized Category, 2012-2014. Awarded by the Benchmark Portal (affiliated with Purdue University's Center for Customer Driven Quality)
- Spirit of Achievement Award from GE Capital Services
- Quality Partner Award from AT&T (formerly SBC)
- Maine State Quality Award
- Electronic Commerce Forum of Maine – Best of the Web Award
- The Blue Chip Enterprise Award
- Maine State Chamber of Commerce Investor Award
- Award of Excellence from SCIP for Best-in-Class Management and Leadership
- Outstanding High Performance Award from ExxonMobil Fleet
- Customer care recognition award for exemplary service from the GSA Fleet Management Division

**The WEX Customer Service Department** is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and Program Administrators. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone.

## ***Customer Satisfaction***

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have **75% of calls answered by a person within 20 seconds.**\* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

*\*This is subject to change based on seasonality and call volumes.*

## ***Customer Service Management***

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

### ***Skill-Based Call Routing System***

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

### ***Emergency Response***

WEX is prepared to support the needs of our customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
- Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
- Regular updates outlining which networks and fuel stations are open and active in disaster areas

Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.



## ACCOUNT MANAGEMENT

We recognize the specialized needs of our large fleet customers and have a service operation tailored just for you. **Some of the services below depend on the size of your fleet and the number of gallons purchased using the Speedway Business Universal Card.**

### ***Relationship Manager (150,000+ monthly gallons)***

The role of your relationship manager is to ensure you maximize the value of our program. This includes an in-depth understanding of your business and your goals so that they can provide you with the best solutions and best practices for optimal savings. Your Relationship Manager will engage with you during the implementation of your program, and ongoing, through regular business reviews which includes a review of key performance indicators, sharing best practices, introducing new products, as well as tracking against your established policies, goals and objectives. The Relationship Manager is also available to assist with problem resolution and escalation whenever necessary.

### ***Account Executive (75,000-150,000 monthly gallons)***

For fleets fueling between 30,000-150,000 gallons a month, the Account Executive provides similar support to that of the Relationship Manager, but conducts account review meetings via WebEx rather than traveling to the fleet's headquarters.

### ***Premium Fleet Services Account Manager (150,000+ monthly gallons)***

Your Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time, Monday through Friday. PFS Account Managers return phone calls within two business hours and return emails within 24 business hours.

### ***Strategic Account Services (75,000-150,000 monthly gallons)***

For fleets fueling between 30,000-150,000 gallons a month, Strategic Account Services provides similar support to that of Premium Fleet Services, but in a queue environment rather than a single WEX point of contact.

### ***Strategic Support***

WEX's Strategic Support Team provides specialized support for large, complex accounts with non-standard requirements for implementation and management. The Strategic Support team primarily communicates with fleet managers, administrators, regional managers, and branch

managers and is dedicated to providing the highest levels of accuracy, responsiveness, and professionalism.

Strategic Support is a specialized team of expert service representatives that augments our standard call center in order to meet the needs of large clients. The Strategic Support team helps support operations for our most valued and strategic customer relationships. WEX can provide exclusive Strategic Support coverage to the fleet's designated Program Administrators. The WEX Strategic Support allows the client to dial a toll free number 24 hours a day, seven days a week to reach an individual who is expert in the requirements of your program.

### ***Customer Service Department***

The WEX Customer Service Department is available 24 hours a day, 7 days a week, and is staffed with over 100 service representatives and supervisors. The Customer Service Department is always available to handle questions about the WEX card from fleet managers or drivers, and to help station attendant's process transactions.

The toll-free number is prominently displayed on the back of the WEX card and in the charge card manual at all stations.

In addition to assisting fleet managers and drivers with their questions regarding the WEX Card, Customer Service Representatives are also trained to handle questions regarding account billing and reporting.

### ***Strategic Implementation Manager***

Strategic Implementation Managers work exclusively with WEX's large fleet customers, rolling out new programs and implementing significant changes to existing large client programs. Your Strategic Implementation Manager will work with you to create and coordinate project plans and design, lead and execute communication to ensure milestones are met. He or she will also develop and execute training plans to ensure card holders and fleet managers are well prepared to use the program.

The Strategic Implementation Manager will also prepare and distribute regular project updates, facilitate and document issues and action items and document the state's requirements for customized reporting.

### ***eServices***

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX's online tool. The eServices team strives for one-call resolution and, where applicable, customer education on use of our online products.

### ***Fraud Specialists***

WEX's experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of

cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments.

### ***Merchant Services***

The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet.

### ***Strategic Receivables Services (SRS)***

WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program.

SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.

## IMPLEMENTATION

WEX has been in the fleet fueling business since 1983, and has a long history of efficiently and effectively implementing fleet fueling programs for many of the largest commercial and government fleets in the United States. We believe customers who have worked with WEX, such as the references included in this response, will agree that our implementation process is unsurpassed when compared to our fleet card competitors.

Please refer to the following sample Implementation Plan for a step-by-step list of implementation activities and the responsible party. This plan will be expanded and modified to meet your specific needs, including custom plastic.

Task Name	Duration	Who's Responsible
<b>TRANSITION/PRE-IMPLEMENTATION</b>	<b>20-30 days</b>	
Initial formal contact between WEX and fleet		Relationship Manager / Fleet
Establish contacts, addresses and areas of responsibilities between all parties		Relationship Manager / Fleet
Relationship Managers		Relationship Manager / Fleet
Fleet Manager (day to day contact(s))		Fleet
Premium Fleet Services (PFS) Account Manager		WEX
Fleet billing		Fleet
Fleet maintenance		Fleet
Fleet technical		Fleet
Determine fleet expectations		Fleet / Relationship Manager / PFS
Determine whether roll out is at once or staggered		Fleet
Finalize implementation schedule		Fleet / PFS
Establish account profiles and hierarchy requirements		Fleet / PFS
Determine needed credit line		Fleet / WEX
Determine fleet's electronic capabilities		Fleet / PFS
Determine billing requirements		Fleet / PFS
Determine reporting requirements		Fleet / PFS
Determine account maintenance (Speedway Fleet Manager Online) requirements		Fleet/PFS
Determine fleet training needs and create training plan		Fleet/PFS
Provide format for auto upload of fleet data into WEX system		PFS
Account information verified (prior to loading)		Fleet/PFS

<b>IMPLEMENTATION</b>	<b>Timeline depends upon size and complexity, but typically 60 days</b>	
4 or 6 digit personal prompt identification number?		Fleet
Prompt IDs provided by fleet or randomly generated by WEX System?		Fleet
Determine card design and embossing requirements		Fleet
Determine card types and restrictions		Fleet
Verify card information		PFS
Establish billing process and where invoices are sent for reconciliation and payment		Fleet /PFS
Establish payment terms		Fleet/WEX
Establish rebate process		Fleet/WEX
Speedway Fleet Manager Online – fleet user enrollment		Fleet/PFS
Test applicable billing files and reports		Fleet/PFS
Execute training plan		Fleet/PFS
Create Training materials and Driver guides		PFS
Establish dispute process		PFS
Establish problem resolution process		PFS
Issue and distribute new fleet cards (confirming receipt)		PFS
<b>POST-IMPLEMENTATION</b>	<b>30 days</b>	
Review first set of reports		PFS
Are reports received on time and meeting fleet’s needs?		PFS
Review first set of invoices		PFS
Are invoices received on time and meeting fleet needs?		PFS
Are payments being received on time?		PFS
Survey fleet to obtain feedback on implementation		PFS

A	B	C	D	E	F	G	H	I	J	K
Store#	Address	City	State	Zip	Phone	County	Lat	Long	Diesel Fuel	Hours
1	9332 911 Beaumont Center Pkwy	Lexington	KY	40513-1701	(859)223-5655	Fayette	38.014	-84.555	Yes	24 Hrs/day, 7 Days/week
2	9334 2910 Tates Creek Rd	Lexington	KY	40502-2924	(859)269-3885	Fayette	38.008	-84.496	Yes	24 Hrs/day, 7 Days/week
3	9393 2290 Elkhorn Rd	Lexington	KY	40505-4818	(859)293-5842	Fayette	38.042	-84.424	Yes	24 Hrs/day, 7 Days/week
4	9394 1001 Georgetown Rd	Lexington	KY	40511-1069	(859)389-8027	Fayette	38.076	-84.507	Yes	24 Hrs/day, 7 Days/week
5	9395 2301 Paris Pike	Lexington	KY	40505-1963	(859)293-2361	Fayette	38.079	-84.45	Yes	24 Hrs/day, 7 Days/week
6	9397 1281 E New Circle Rd	Lexington	KY	40505-4248	(859)255-3736	Fayette	38.03	-84.452	Yes	24 Hrs/day, 7 Days/week
7	9398 3393 Tates Creek Rd	Lexington	KY	40502-3407	(859)268-4104	Fayette	37.993	-84.495	Yes	24 Hrs/day, 7 Days/week
8	9402 2997 Liberty Road	Lexington	KY	40509-4620	(859)264-1660	Fayette	38.01	-84.423	Yes	24 Hrs/day, 7 Days/week
9	9512 515 Euclid Ave	Lexington	KY	40502-1735	(859)266-6390	Fayette	38.034	-84.495	Yes	24 Hrs/day, 7 Days/week
10	9591 2301 Versailles Rd	Lexington	KY	40504-1605	(859)233-9798	Fayette	38.047	-84.552	Yes	24 Hrs/day, 7 Days/week
11	9593 2900 Richmond Rd	Lexington	KY	40509-1713	(859)266-4218	Fayette	38.007	-84.452	Yes	24 Hrs/day, 7 Days/week
12	9596 246 Southland Dr	Lexington	KY	40503-1933	(859)278-8337	Fayette	38.014	-84.521	Yes	24 Hrs/day, 7 Days/week
13	9621 2490 Nicholasville Rd	Lexington	KY	40503-3157	(859)278-2777	Fayette	38.001	-84.52	Yes	24 Hrs/day, 7 Days/week
14	9651 5360 Athens Boonesboro Rd	Lexington	KY	40509-9491	(859)263-5279	Fayette	37.964	-84.392	Yes	24 Hrs/day, 7 Days/week
15	9658 900 Winchester Rd	Lexington	KY	40505-3933	(859)254-4182	Fayette	38.042	-84.471	Yes	24 Hrs/day, 7 Days/week
16	9667 716 N Broadway	Lexington	KY	40508-1402	(859)255-6299	Fayette	38.058	-84.487	Yes	24 Hrs/day, 7 Days/week
17	9675 819 S Limestone	Lexington	KY	40508-3222	(859)252-6994	Fayette	38.033	-84.509	Yes	24 Hrs/day, 7 Days/week
18	9677 1401 Leestown Rd	Lexington	KY	40511-2041	(859)253-4704	Fayette	38.064	-84.521	Yes	24 Hrs/day, 7 Days/week
19	9699 803 S Broadway	Lexington	KY	40504-2601	(859)253-1773	Fayette	38.041	-84.512	Yes	24 Hrs/day, 7 Days/week
20	9704 447 E New Circle Rd	Lexington	KY	40505-2618	(859)293-5836	Fayette	38.056	-84.461	Yes	24 Hrs/day, 7 Days/week
21	9728 3560 Boston Rd	Lexington	KY	40514-1545	(859)223-4469	Fayette	37.98	-84.551	Yes	24 Hrs/day, 7 Days/week



CO= CG16603  
 U= CG16603

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

2.a. WEX INC  
 97 DARLING AVE.

SOUTH PORTLAND, ME 04106

SOUTH PORTLAND, ME 04106  
 CUMBERLAND COUNTY  
 C. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	*****MALE*****					*****FEMALE*****					*****					
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	2	0	107	1	0	2	0	0	3	40	0	0	0	0	1	156
FIRST/MID OFFICIALS & MGRS	4	3	140	5	0	4	1	8	101	3	0	1	0	0	5	275
PROFESSIONALS	19	40	712	27	0	47	3	29	701	47	2	28	2	39	1696	
TECHNICIANS	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	
SALES WORKERS	6	3	129	6	0	4	0	20	65	1	0	2	0	21	257	
ADMINISTRATIVE SUPPORT	1	6	38	10	0	1	1	1	57	14	1	2	0	11	143	
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OPERATIVES	0	1	1	0	0	0	0	0	0	0	0	0	0	0	2	
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SERVICE WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6	
TOTAL	32	54	1134	49	0	58	5	61	964	65	3	33	2	77	2537	
PREVIOUS REPORT TOTAL	16	16	509	26	0	30	1	65	494	18	1	13	2	82	1273	

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 11/04/2017 THRU 11/17/2017

SECTION G - CERTIFICATION

CERTIFYING OFFICIAL: HILARY RAPKIN  
 EEO-1 REPORT CONTACT PERSON: ALISHA MARIGONI  
 EMAIL: ALISHA.MARIGONI@WEXINC.COM

TITLE: SVP GENERAL COUNSEL  
 TITLE: HRIS ANALYST 2  
 TELEPHONE NO: 8016244523

CERTIFIED DATE[EST]: 02/21/2018 02:12 PM

CO= CG16603  
 U= CG16603

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

2.a. WEX INC  
 97 DARLING AVE.

SOUTH PORTLAND, ME 04106

SOUTH PORTLAND, ME 04106  
 CUMBERLAND COUNTY  
 c. y

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 522320 Financial Transactions  
 Processing, Reserve, and Clearinghouse  
 Activities

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS					
	MALE	FEMALE	***** MALE *****					***** FEMALE *****										
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	35	0	0	0	1	0	0	0	0	10	0	0	0	0	0	46
FIRST/MID OFFICIALS & MGRS	1	1	27	1	0	0	3	0	0	0	0	20	0	0	0	0	0	53
PROFESSIONALS	1	3	187	3	0	0	18	2	3	2	0	156	2	0	2	1	2	380
TECHNICIANS	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	2	0	28	1	0	0	2	0	2	0	0	15	0	0	0	0	1	51
ADMINISTRATIVE SUPPORT	0	1	15	0	0	0	0	1	0	1	0	19	1	0	0	0	0	37
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
TOTAL	4	6	295	5	0	0	24	3	5	3	0	220	3	0	2	1	3	571
PREVIOUS REPORT TOTAL	2	5	137	3	0	0	11	0	3	0	0	125	1	0	3	1	0	291

SECTION F - REMARKS

CO# CG16603  
u= DP47995

EQUAL EMPLOYMENT OPPORTUNITY  
2017 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
97 DARLING AVE.

SOUTH PORTLAND, ME 04106

2.a. WEX AOC  
14151 NEWBROOK DRIVE  
SUITE 200  
CHANTILLY, VA 20151  
FAIRFAX COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS					
	MALE	FEMALE	***** MALE *****					***** FEMALE *****										
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGR.	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
FIRST/MID OFFICIALS & MGRS	0	0	8	1	0	0	1	0	0	0	0	0	0	0	0	0	0	11
PROFESSIONALS	1	2	28	0	0	0	13	0	0	0	0	0	0	0	11	8	0	71
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
ADMINISTRATIVE SUPPORT	1	0	1	2	0	0	0	0	0	0	0	0	0	1	1	0	0	6
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	2	2	40	3	0	0	14	0	0	0	0	0	0	15	9	0	7	93
PREVIOUS REPORT TOTAL																		

SECTION F - REMARKS

CO= CG16603  
U= DP71062

EQUAL EMPLOYMENT OPPORTUNITY  
2017 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
97 DARLING AVE.

2.a. WEX AOC  
223 EVERHART DRIVE

SOUTH PORTLAND, ME 04106

MORGANTOWN, WV 26508  
MONONGALIA COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	3
PROFESSIONALS	0	0	26	1	0	0	0	0	0	0	0	0	0	0	1	58
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	28	1	0	0	0	0	0	0	0	0	0	0	1	62
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS

CO= CG16603  
 U= EU77792

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

2.a. WEX EFS  
 1104 COUNTRY HILLS DRIVE

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SOUTH PORTLAND, ME 04106

OGDEN, UT 84403  
 WEBER COUNTY

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO												OVERALL TOTALS		
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/SR OFFICIALS & MGRS	0	0	3	1	0	0	0	0	0	0	0	0	0	0	0	0	4
FIRST/MID OFFICIALS & MGR.	0	1	14	0	0	0	1	2	7	1	0	0	0	0	0	0	26
PROFESSIONALS	4	19	72	1	0	2	0	4	63	4	1	2	0	0	3	175	
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	1	9	1	0	0	0	0	3	0	0	0	0	0	0	14	
ADMINISTRATIVE SUPPORT	0	0	3	1	0	0	0	0	7	2	0	1	0	0	0	14	
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
SERVICE WORKERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	
TOTAL	4	21	102	4	0	2	1	6	80	7	1	3	0	0	3	234	
PREVIOUS REPORT TOTAL																	

SECTION F - REMARKS

CO= CG16603  
 U= EW23331

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

2.a. WEX EFS  
 3100 WEST END AVENUE

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SOUTH PORTLAND, ME 04106

NASHVILLE, TN 37203  
 DAVIDSON COUNTY

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	7	0	0	0	0	0	3	1	0	0	0	0	0	11
FIRST/AID OFFICIALS & MGRS	0	0	7	0	0	0	0	0	0	3	0	0	0	0	1	11
PROFESSIONALS	0	0	6	1	0	0	0	0	7	16	5	0	0	0	6	41
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	26	0	0	0	0	0	5	3	0	0	0	0	6	40
ADMINISTRATIVE SUPPORT	0	0	3	0	0	0	0	0	0	0	0	0	0	0	1	4
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	49	1	0	0	0	0	15	23	5	0	0	0	14	107
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS



CO= CG16603  
 U= FF95554

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

2.a. WEX EFS  
 8170 UPLAND CIRCLE

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SOUTH PORTLAND, ME 04106

CHANHASSEN, MN 55317  
 CARVER COUNTY

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NAIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	0	0	3	0	0	0	0	0	5	0	0	0	0	0	0	8
PROFESSIONALS	3	7	32	1	0	3	0	2	45	4	0	3	0	0	1	101
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	2
ADMINISTRATIVE SUPPORT	0	0	2	0	0	0	0	0	1	0	0	0	0	0	0	3
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3	8	39	1	0	3	0	2	53	4	0	3	0	0	1	117
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS

CO= CG16603  
U= FK67325

EQUAL EMPLOYMENT OPPORTUNITY  
2017 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
97 DARLING AVE.

2.a. WEX FLEET ONE  
613 BAKERTOWN RD.

SOUTH PORTLAND, ME 04106

ANTIOCH, TN 37013  
DAVIDSON COUNTY  
c. y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :731521370

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/MID OFFICIALS & MGRS	0	0	1	1	0	0	0	0	5	0	0	0	0	0	4	16
PROFESSIONALS	0	3	8	5	0	0	0	8	11	10	1	0	0	0	17	63
TECHNICIANS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
SALES WORKERS	1	0	7	1	0	1	0	11	3	0	0	0	0	0	12	36
ADMINISTRATIVE SUPPORT	0	5	2	5	0	0	0	1	5	8	1	0	0	0	9	36
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	1	8	21	12	0	1	0	25	24	18	2	0	0	0	42	154
PREVIOUS REPORT TOTAL	2	7	15	8	0	0	0	53	26	10	1	2	0	0	76	200

SECTION F - REMARKS

CO= CG16603  
u= FM31546

EQUAL EMPLOYMENT OPPORTUNITY  
2017 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
97 DARLING AVE.

SECTION C - TEST FOR FILING REQUIREMENT

2.a. BENAISSANCE  
11808 GRANT STREET

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :270056437

SOUTH PORTLAND, ME 04106

OMAHA, NE 68164  
DOUGLAS COUNTY  
c. y

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE /SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	2
FIRST/MID OFFICIALS & MGRS	0	1	8	0	0	0	0	0	0	0	0	0	0	0	0	0	11
PROFESSIONALS	0	1	31	4	0	2	0	1	0	0	0	0	0	0	2	0	58
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	6
ADMINISTRATIVE SUPPORT	0	0	3	0	0	0	0	0	0	0	0	0	0	0	0	1	9
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	2	47	4	0	2	0	1	0	0	0	0	0	0	2	0	86
PREVIOUS REPORT TOTAL	0	1	58	7	0	5	0	1	0	0	0	0	0	0	3	1	105

SECTION F - REMARKS

CO= CG16603  
 U= GE18005

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

2.a. WEX HEALTH  
 26TH AVENUE EAST

SOUTH PORTLAND, ME 04106

WEST FARGO, ND 58078  
 CASS COUNTY  
 C. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :061593514

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541512 Computer Systems Design  
 Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	4	0	0	0	0	0	0	0	0	2	0	0	0	0	6
FIRST/MID OFFICIALS & MGRS	0	0	12	1	0	0	0	0	1	0	0	17	0	0	0	0	31
PROFESSIONALS	3	1	94	3	0	0	0	0	3	0	0	121	6	0	0	1	234
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	1	0	0	0	0	0	0	0	0	1	0	0	1	0	3
ADMINISTRATIVE SUPPORT	0	0	7	1	0	0	0	0	0	0	0	7	0	0	1	0	16
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	3	1	118	5	0	0	0	0	4	0	0	148	6	0	2	1	290
PREVIOUS REPORT TOTAL	2	1	26	2	0	0	0	0	1	0	0	58	4	0	1	0	96

SECTION F - REMARKS

CO= CG16603  
 U= GE18051

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

2.a. WEX INC  
 225 GORHAM RD

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :010526993

SOUTH PORTLAND, ME 04106

SOUTH PORTLAND, ME 04106  
 CUMBERLAND COUNTY  
 c. y

SECTION E - ESTABLISHMENT INFORMATION

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS						
	MALE	FEMALE	*****MALE*****					*****FEMALE*****											
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES				
EXECUTIVE/SR OFFICIALS & MGRS	2	0	37	0	0	0	0	0	0	0	0	22	0	0	0	0	0	1	62
FIRST/MID OFFICIALS & MGRS	2	0	36	0	0	0	0	0	0	0	0	24	0	0	0	0	0	0	62
PROFESSIONALS	2	0	64	1	0	3	1	0	0	0	0	134	2	0	2	0	0	1	210
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	3	1	43	3	0	1	0	2	0	0	0	22	1	0	0	0	0	1	77
ADMINISTRATIVE SUPPORT	0	0	1	0	0	1	0	0	0	0	0	6	0	0	0	0	0	0	8
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
TOTAL	9	1	183	4	0	5	1	2	0	0	0	208	3	0	2	0	0	3	421
PREVIOUS REPORT TOTAL	6	1	169	3	0	6	1	7	0	0	0	185	2	0	2	0	0	3	385

SECTION F - REMARKS

CO = CG16603  
 U = GT43273

EQUAL EMPLOYMENT OPPORTUNITY  
 2017 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
 97 DARLING AVE.

SOUTH PORTLAND, ME 04106

2. WEX INC  
 50 FODEN RD.

SOUTH PORTLAND, ME 04106  
 CUMBERLAND COUNTY  
 c. Y

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.: 108185406 EIN : 0

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 522320 Financial Transactions  
 Processing, Reserve, and Clearinghouse  
 Activities

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS					
	MALE	FEMALE	***** MALE *****					***** FEMALE *****										
			WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES			
EXECUTIVE/HR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MID OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
PREVIOUS REPORT TOTAL	1	0	23	0	0	0	3	0	0	0	0	25	0	0	0	0	0	52

SECTION F - REMARKS  
 Establishment Closed/ Out of Business./Closed as Type-4 and Reported in Type6./was consolidated into another



CO= CG16603  
U= GZ50933

EQUAL EMPLOYMENT OPPORTUNITY  
2017 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
97 DARLING AVE.

2.a. WEX HEALTH  
82 HOPMEADOW STREET

SOUTH PORTLAND, ME 04106

WEATOGUE, CT 06089  
HARTFORD COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :061593514

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541512 Computer Systems Design  
Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS				
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES		
EXECUTIVE/SR OFFICIALS & MGRS	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	5
FIRST/MID OFFICIALS & MGRS	0	0	7	1	0	0	0	0	0	0	0	0	0	0	0	0	11
PROFESSIONALS	0	1	30	0	0	2	0	0	0	0	0	0	0	0	1	0	54
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	5
ADMINISTRATIVE SUPPORT	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	4
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	0	1	42	2	0	2	0	0	0	0	0	0	0	0	26	3	79
PREVIOUS REPORT TOTAL																	

SECTION F - REMARKS

CO= CG16603  
U= GZ50942

EQUAL EMPLOYMENT OPPORTUNITY  
2017 EMPLOYER INFORMATION REPORT  
INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. WEX INC  
97 DARLING AVE.

2.a. WEX HEALTH  
5050 LINCOLN DRIVE

SOUTH PORTLAND, ME 04106

EDINA, MN 55436  
HENNEPIN COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-N 3-Y DUNS NO.:108185406 EIN :061593514

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 541512 Computer Systems Design  
Services

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
FIRST/MID OFFICIALS & MGRS	1	0	9	0	0	0	0	0	0	0	0	0	0	0	0	20
PROFESSIONALS	1	0	55	1	0	3	0	1	43	2	0	4	0	0	0	110
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	1	7	0	0	0	0	0	7	0	0	0	0	0	1	16
ADMINISTRATIVE SUPPORT	0	0	1	0	0	0	0	0	2	0	0	0	0	0	0	3
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	2	1	73	1	0	3	0	1	59	4	0	5	0	0	1	150
PREVIOUS REPORT TOTAL																

SECTION F - REMARKS



LEXINGTON

# Lexington-Fayette Urban County Government

Lexington, Kentucky  
Horse Capital of the World

Division of Central Purchasing

Date of Issue: February 28, 2018

## INVITATION TO BID #26-2018 Commercial Fuel

**Bid Opening Date:** March 14, 2018

**Bid Opening Time:** 2:00 PM

**Address:** 200 East Main Street, 3<sup>rd</sup> Floor, Room 338, Lexington, Kentucky 40507

**Type of Bid:** Price Contract

**Pre Bid Meeting:** N/A

**Pre Bid Time:** N/A

**Address:** N/A

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **3/14/2018**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing  
200 East Main Street, Room 338  
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping costs to the point of delivery located at: 669 Byrd Thurman Drive, Lexington, KY

<p><b>Check One:</b>  <input type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p><b>Proposed Delivery:</b>  <u>TBD</u> days after acceptance of bid.</p>
<p><b>Procurement Card Usage</b>—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

Submitted by: WEX BANK  
Firm Name

7090 SOUTH UNION PARK CENTER, SUITE 350  
Address

MIDVALE, UT 84047  
City, State & Zip

**Bid must be signed:**  
(original signature)

Kirk S. Weiler  
Signature of Authorized Company Representative – Title

APPROVED AS  
TO FORM

ucl

KIRK S. WEILER  
Representative's Name (Typed or printed)

878-842-0075 801-568-4356  
Area Code - Phone - Extension Fax #

KIRK.WEILER@WEXINC.COM  
E-Mail Address

The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

**AFFIDAVIT**

Comes the Affiant, Kirk S. Weiler, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is Kirk S. Weiler and he/she is the individual submitting the bid or is the authorized representative of WEX BANK the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."
7. Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught. \_\_\_\_\_

STATE OF UTAH

COUNTY OF SALT LAKE

APPROVED AS TO FORM

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The foregoing instrument was subscribed, sworn to and acknowledged before me by Kirk S. Weiler on this the 9 day of March, 2018.

My Commission expires: 11/22/21



Dena Kay Nafus  
NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

**I. GREEN PROCUREMENT**

**A. ENERGY**

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to [www.Energystar.gov](http://www.Energystar.gov)). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

- These products use 25 to 50% less energy
- Reduced energy costs without compromising quality or performance
- Reduced air pollution because fewer fossil fuels are burned
- Significant return on investment
- Extended product life and decreased maintenance

**B. GREEN SEAL CERTIFIED PRODUCTS**

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to [www.Greenseal.org](http://www.Greenseal.org) to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide Information on the Green Seal products being used with your bid response.

**C. GREEN COMMUNITY**

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes  No

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
Section 503 of the Rehabilitation Act of 1973 states: The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.
Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states: The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.

Signature [Handwritten Signature] APPROVED AS TO FORM

WEX BANK Name of Business

## GENERAL PROVISIONS OF BID CONTRACT

By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance



written notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

13. Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.
14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.

Kirk S. Walker  
Signature

APPROVED AS  
TO FORM Page 10 of 24

3/8/18  
Date

AKK



**LFUCG MWDBE PARTICIPATION FORM**  
 Bid/RFP/Quote Reference # 26-2018

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1.  N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

NEX BANK  
 Company

3/14/18  
 Date

Kyle S. Wulfer  
 Company Representative

PRESIDENT + CEO  
 Title

APPROVED AS  
 TO FORM  
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# LEXINGTON

## LFUGG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 26-2018

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. Failure to submit a completed form may cause rejection of the bid.

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. N/A				
2.				
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX BANK  
Company

Kirk S. Wulfer  
Company Representative

3/14/18  
Date

PRESIDENT & CEO  
Title

APPROVED AS  
TO FORM

MM



# LEXINGTON

## LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # 26-2018

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project. Failure to submit this form may cause rejection of the bid.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1. N/A					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

WEX BANK  
Company

Kirk S. Wender  
Company Representative

3/14/18  
Date

PRESIDENT & CEO  
Title

APPROVED AS  
TO FORM

RAK



# LEXINGTON

## MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # 26-2018

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name <u>WEX BANK</u>	Contact Person <u>KEITH LAZARUS 704-622-0444</u>
Address/Phone/Email <u>7090 SOUTH UNION PARK CENTER, STE 300 MIDVALE, UT 84047</u>	Bid Package / Bid Date <u>26-2018 / 3/20/18</u>

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran
<u>N/A</u>								

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

WEX BANK  
Company  
3/14/18  
Date

Keith S. Warden  
Company Representative  
PRESIDENT + CEO  
Title

APPROVED AS TO FORM

NAK



# LEXINGTON

## LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # 26-2018  
 Total Contract Amount Awarded to Prime Contractor for this Project \_\_\_\_\_

Project Name/ Contract # <u>26-2018</u>	Work Period/ From: _____ To: _____
Company Name: <u>WEX BANK</u>	Address: <u>7090 SOUTH UNION PARK CENTER, STE 350 MIDVALE, UT 84047</u>
Federal Tax ID: <u>84-1425616</u>	Contact Person: <u>KEITH LAZARUS 704-622-0444</u>

Subcontractor Vendor ID (name, address, phone, email)	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date
N/A							

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

WEX BANK  
 Company  
3/14/18  
 Date

Keith S. Winkler  
 Company Representative  
PRESIDENT & CEO  
 Title

APPROVED AS TO FORM  
NAK

**LFUCG STATEMENT OF GOOD FAITH EFFORTS**

Bid/RFP/Quote # 26-2018

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

\_\_\_\_\_ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

\_\_\_\_\_ Included documentation of advertising in the above publications with the bidders good faith efforts package

\_\_\_\_\_ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

\_\_\_\_\_ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

\_\_\_\_\_ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

\_\_\_\_\_ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

\_\_\_\_\_ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

\_\_\_\_\_ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

\_\_\_\_\_ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

\_\_\_\_\_ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

\_\_\_\_\_ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

\_\_\_\_\_ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.



Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

           Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

           Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

           Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation. \*←

**NOTE:** Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

WEX BANK  
Company  
3/8/18  
Date

King S. Walker  
Company Representative  
PRESIDENT AND CEO  
Title

\* SEE ATTACHED.

APPROVED AS  
TO FORM  
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ADDENDUM #1

Bid Number: 26-2018

Date: March 1, 2018

Subject: Commercial Fuel

Please address inquiries to:

Jessica Allinder, Buyer  
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

This is to clarify questions that were asked and to provide copies of the requested invoices.

\_\_\_\_\_  
Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: WEX BANK

ADDRESS: 7090 SOUTH UNION PARK CENTER, SUITE 350, MIDVILLE, UT 84047

SIGNATURE OF BIDDER: \_\_\_\_\_





ADDENDUM #2

Bid Number: 26-2018

Date: March 1, 2018

Subject: Commercial Fuel

Please address inquiries to:

Jessica Allinder, Buyer  
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

- 1) Billing with diesel fuel transaction information, per a request.

\_\_\_\_\_  
Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: WEX BANK

ADDRESS: 7090 SOUTH UNION PARK CENTER, SUITE 350, MIDVALE, UT 84047

SIGNATURE OF BIDDER:





ADDENDUM #3

Bid Number: 26-2018

Date: March 12, 2018

Subject: Commercial Fuel

Please address inquiries to:

Jessica Allinder, Buyer  
(859) 258-3320

TO ALL PROSPECTIVE BIDDERS:

Please be advised of the following clarifications to the above referenced bid:

- 1) This bid was missing Section E in the specifications. The bid opening has been extended to Tuesday, March 20<sup>th</sup>.

\_\_\_\_\_  
Todd Slatin, Director  
Division of Central Purchasing

All other terms and conditions of the Bid and specifications are unchanged. This letter should be signed, attached to and become a part of your Bid.

COMPANY NAME: WEX BANK

ADDRESS: 7090 SOUTH UNION PARK CENTER, SUITE 350, MIDVALE, UT 84047

SIGNATURE OF BIDDER:





## SPEEDWAY BUSINESS UNIVERSAL CARD



### WEX Bank Exception

WEX Bank is a bank extending credit and has extremely limited opportunities for any subcontracting. WEX does utilize a number of disadvantaged businesses to support its daily operations but none of those do work that can be tied to a specific contract. Therefore WEX will not have any disadvantaged subcontractors.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2017

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Commercial Lines - (617) 330-1005 Wells Fargo Insurance Services USA, Inc 200 Berkeley St., 23rd Floor Boston, MA 02116	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 617-330-1005      FAX (A/C, No): (866) 597-9827 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 70%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 30%;">NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Company	25623	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b> WEX Inc. 97 Darling Ave  South Portland ME 04106-2301															

**COVERAGES**      **CERTIFICATE NUMBER: 11859649**      **REVISION NUMBER: See below**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER Per Location/ Per Project			603-4J302376	06/1/2017	06/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE POLICY LIMIT \$
	<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b> Evidence of Insurance						

<b>CERTIFICATE HOLDER</b> WEX Inc 97 Darling Ave South Portland ME 04106	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>WEX BANK</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small>  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) <u>11</u>  Exemption from FATCA reporting code (if any) <u>J</u>  <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. <b>7090 SOUTH UNION PARK CENTER, SUITE 350</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>SALT LAKE CITY, UT 84047</b>	
7 List account number(s) here (optional)	

Print or type.  
See Specific instructions on page 3.

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[ ] [ ] [ ] - [ ] [ ] [ ] - [ ] [ ] [ ] [ ]	
or	
Employer identification number	
8 4 - 1 4 2 5 6 1 6	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>1/3/18</u>
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (cancelled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



## **WEX Bank Exceptions**

### **Disadvantaged Subcontractors**

WEX Bank is a bank extending credit and has extremely limited opportunities for any subcontracting. WEX does utilize a number of disadvantaged businesses to support its daily operations but none of those do work that can be tied to a specific contract. Therefore WEX will not have any disadvantaged subcontractors.

### **Emergency Fuel**

Speedway agrees to meet this requirement. Upon contract execution, Speedway will supply a letter to meet this requirement. The following Speedway locations in the Lexington area have been deemed "Stay Open" sites during a disaster:

- Speedway 9393 (2290 Elkhorn, Lexington)
- Speedway 9402 (2997 Liberty Road)
- Speedway 9394 (1001 Georgetown Rd)
- Speedway 9593 (2900 Richmond Rd)
- Speedway 9651 (5360 Athens Boonesboro Rd)

This list is effective as of the bid date and Speedway LLC reserves the right to update this list as needed.

Additionally, Speedway would like to work with LFUCG to identify locations that would fit their needs during a declared emergency, and these locations could be implemented into an overall emergency plan for Speedway.

### **Billing**

WEX can meet the bi-weekly billing terms outlined with one exception. Our calendar week is defined in this option as beginning at 12:01 a.m. on Saturday and ending on a Friday at 12 a.m. (midnight).



4. Pricing:

Pricing shall be based on the contract average terminal price from end-of-day report as published by OPIS, for location and date of sale. Example: If fuel is purchased in Fayette County the price will be taken from the OPIS report for Lexington, KY. Bid price shall exclude taxes, mandated fees, and Superfund items. Primary fuel purchased under this contract is regular unleaded gasoline.

<u>Fuel Type</u>	<u>Contract Bid Price per gallon over OPIS</u>
No. 2 On-Road Diesel Fuel	\$ <u>0.05 incld freight</u> per gallon over OPIS
No. 2 On-Road Bio-Diesel Fuel	\$ <u>0.05 incld freight</u> per gallon over OPIS
Regular Unleaded Gasoline (min 87 octane)	\$ <u>0.05 incld freight</u> per gallon over OPIS
Mid-Grade Unleaded Gasoline (min 89 octane)	\$ <u>0.05 incld freight</u> per gallon over OPIS
Premium Unleaded Gasoline (min 91 octane)	\$ <u>0.05 incld freight</u> per gallon over OPIS

## SPEEDWAY BUSINESS CHARGE CARD ACCOUNT AGREEMENT

### 1. Definitions. The below words have the following meanings:

"Account(s)" means the charge card credit line extended to Company by Issuer. An Account may be evidenced by a plastic Card or an account number.  
"Account User" means Company or any other entity or individual authorized by Company to use Account or Cards.  
"Agreement" means this Business Charge Card Agreement.  
"Business Day" means any day other than a Saturday, Sunday or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.  
"Card" means a charge card provided by Issuer which is used to access Company's Account.  
"Controls" are a set of authorization tools designed to assist Company with managing purchases.  
"Company" means the corporation, partnership, limited liability company, proprietorship or other business entity that has applied for, or accepted an Account with Issuer.  
"DIN", "DID" or "PIN" means the identification number associated with an Account User or Card.  
"Issuer" means WEX Bank.  
"Transaction" means the use of a Card or Account to buy goods or services at accepting merchants.  
"Unauthorized Transaction" means a Transaction made on a Card or Account by any person or entity other than an Account User.

### 2. Credit Limits and Accounts.

2.1. Issuer may, in its sole discretion, extend credit and establish Accounts. Issuer may at any time, investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. If requested, Company agrees to furnish Issuer copies of its official and finalized financial statements, as well as other applicable financial information, as soon as available, but no later than 120 days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year over year and shall be in accordance with the books and records of Company. Any financial information submitted shall be kept strictly confidential by Issuer.  
2.2. Account Users can make purchases on the Account up to the credit limit that is assigned by Issuer. The credit limit for each billing account appears on the billing statement and can be monitored daily via WEXOnline®. Company agrees not to exceed its total credit limit. Issuer may change the credit limit of an Account User or the Company without prior notice. Issuer will use its best efforts to provide advance notice of any changes to the credit limit. If Issuer permits or has previously permitted Company to exceed its credit limit, it does not mean that Issuer will permit Company to exceed its credit limit again.  
2.3. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due, and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the credit limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting an increase or decrease of the credit limit.  
2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer's customer service department or through Issuer's online system. Company remains liable for any unauthorized use until Issuer receives notice of any change in or removal of any Account User or contact. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Company's behalf. Unless Company reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account.  
2.5. Company is responsible for notifying Issuer of any revocation of any Account User's authority to use or access its Accounts, Cards or, as applicable, DINs and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Issuer. Company agrees that use of a Card and the applicable DIN is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account. Company agrees to keep DINs confidential and to provide for its employees or Account Users to not disclose any DIN. If Account Users or other employees disclose a DIN or write a DIN on a Card, then Company is liable for any fraudulent use that may result even if the disclosure is inadvertent or unintentional.  
2.6. All Cards will be valid through the expiration date listed on the Card unless the Card has been suspended or terminated. Company will automatically receive new Cards prior to the expiration date of their current Cards unless this Agreement is terminated.  
2.7. Accounts and Cards will only be used for the purchase of products and services for business or commercial purposes and not for personal, family or household purposes. Company shall adopt internal policies and controls to ensure that the Accounts and Cards are used strictly for business or commercial purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited. Company agrees that Company's use of Cards or Accounts is deemed acceptance by Company of this Agreement's terms.  
2.8. Issuer is not responsible in the event a merchant does not accept or honor a Card or Account number as payment.  
2.9. Company may purchase dyed special fuel using its Account or Cards. Company acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Company understands that it may be subject to fines or other legal action by governmental authorities for misuse or mishandling of dyed special fuel. Issuer is not liable in any way for any misuse or mishandling by Company of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Company's dyed special fuel purchases without prior authorization from Company.  
3. Controls. Company may request that Controls be applied to its Account(s).  
3.1. The availability and effectiveness of Controls is dependent upon each merchant's adoption of card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by the Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location.  
3.2. Issuer may, in its sole discretion and/or without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default controls on its portfolio of accounts. It is Company's obligation to review the account set-up for all cards based on their individual purchasing needs. Any levels set by Issuer are not intended as a guarantee of no fraudulent activity, but are set at levels to help minimize losses should inappropriate use occur, either by an authorized user or a third party. Issuer will notify Company after any modification to a control setting is made. Company agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.  
3.3. Default Control values are modified through the online product. More detailed information related to Controls and their limitations is available online. Issuer is not responsible for the prudence of any particular Control level selected by Company. Issuer shall use reasonable efforts to deny requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Issuer. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when you make your Control elections. Only transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.  
4. Reports and Other Product Features.  
4.1. Issuer provides transaction data for each Account to the Company as transmitted by merchants. Company is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for accuracy or completeness of the data received, posted or contained in any

specialty reports, management reports, data services or other information services provided. In addition, Company understands that in the event an error is identified in a report, such as incorrect product code, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

### 5. Payment Promise.

5.1. Company agrees to pay and/or perform: (i) fees listed on the attached fee schedule, (ii) all amounts payable for Transactions on each Card or Account, (iii) any and all costs (including reasonable attorneys' fees) incurred in enforcing Company's obligations in this Agreement; and (iv) all obligations, covenants, and warranties in this Agreement.

5.2. Unless otherwise set forth in writing, payment is due in full twenty-two (22) calendar days from the billing date appearing on the invoice. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date. Some customers, based upon Issuer's credit review may be required to make payment more frequently or Company may elect a shorter billing or payment cycle. These customers will receive alternate terms in writing.

5.3. Each Guarantor signing the credit application and/or this Agreement, unconditionally, jointly, and severally guarantees the full and prompt payment of all amounts due and owing at any time in connection with this Agreement. Guarantor hereby waives claims and defenses based on principles of surety ship or other applicable law as a guarantor. Each Guarantor agrees to comply with the notification procedures regarding disputes, lost or stolen Cards, and unauthorized use of Cards.

6. Finance Charges. Upon payment default, finance charges will be assessed at a monthly percentage rate of 7.99%. The periodic rate will be prorated based on the company's billing cycle.

Issuer will begin to assess a finance charge on the first day following the date a payment is due and is not posted to the account. The finance charge will be calculated by determining the total balance due on the date the account becomes delinquent. The total balance due includes any additional charges and credits posted to the account since the last billing cycle through date the past due payment is applied or the close of the next billing cycle, whichever happens first, and then subtracting any payments and/or credits entered during that period for Company reported disputes or otherwise. The total balance due will be multiplied by the periodic rate to determine the account's finance charge. In the event that the calculated finance charge is less than seventy-five dollars (\$75.00), a minimum finance charge of seventy-five dollars (\$75.00) will be assessed. If a payment is not received by the payment due date and the balance due is less than ten dollars (\$10), a finance charge will not be assessed and the balance will carry forward to the following billing cycle. If additional charges are posted to the account, including other fees, and the new balance exceeds ten dollars (\$10), a finance charge will be assessed on the new balance upon payment default.

7. Application of Payments and Early Payments. Payments will be applied first to unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

### 8. Disputed Amounts.

8.1. Company shall use its best efforts to resolve business-to-business purchase disputes directly with the relevant merchant particularly such disputes arising out of quality or warranty issues.

8.2. All charges must be paid in full regardless of reported disputes while they are being researched. During dispute a temporary credit may be placed on Company's account. Charges must be disputed in writing no later than sixty (60) days from the billing date or they will be considered final and binding. Company may dispute an amount reflected on a billing statement if: (i) the amount does not reflect the face value of the Transaction, (ii) the amount being disputed is a fee that is not properly accrued under this Agreement; or (iii) Company does not believe it is liable for that amount.

8.3. Transactions made at an island card reader where the Company or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, it is critical to the dispute process for the Customer to provide a receipt for the island card reader transaction since it may provide the only opposing record to the transaction information submitted by the merchant for billing to Company. It is also important to note that island card reader transactions require both a valid card and DID to be authorized and often are the result of employee misuse rather than true fraud as defined in this Agreement.

8.4. Certain Transactions in dispute may qualify for charge back to the merchant due to fraud or other circumstances in which the merchant may be liable. Issuer shall attempt to charge the Transaction back to the merchant in accordance with its procedures under its merchant acceptance agreements. Any accepted charge back will be credited to the relevant Account. The Company may be liable for the Transaction if the disputed item is found to be no fault of the merchant and therefore cannot be charged back to the merchant.

9. Notice of Loss, Theft or Unauthorized Use. In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Issuer must be immediately notified by calling 1-866-885-5346.

### 10. Unauthorized Use and Unauthorized Transactions.

10.1. Except as otherwise expressly provided below, Company will be liable to Issuer for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Issuer as provided in Section 9 of this Agreement; (ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 2 and 3 of this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse as defined by your internal Company policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.

10.2. If Company has less than ten (10) Cards issued to it for use by Company's Account Users or employees, Company's liability for Unauthorized Transactions will be limited as provided in the Truth in Lending Act and implementing federal regulations (currently \$50.00).

### 11. Term and Termination.

11.1. This Agreement is effective unless either party gives written notice of its election not to extend at least ninety (90) days prior to the end of the term then in effect. Upon termination Company is still obligated to pay for all Transactions made prior to the effective date of the termination and shall return to Issuer, or provide verification of the destruction of all Account numbers or Cards. Company may retain a copy of any records or Account information for archival or data retention purposes.

11.2. Issuer may, at any time, elect to terminate or modify products or services described in this Agreement or on any enrollment upon thirty (30) days prior written notice to Company.

### 12. Default.

12.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Issuer in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within 15 days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Company under any other agreement between Company and Issuer.

12.2. If Company Defaults: (i) it will not have any further right to borrow under this Agreement; (ii) all outstanding amounts under the Account are immediately due and payable; (iii) Issuer may terminate this Agreement; and (iv) Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection. Alternatively, Issuer may, in its sole discretion: (i) suspend all services and obligations; (ii) shorten the

## SPEEDWAY BUSINESS CHARGE CARD ACCOUNT AGREEMENT

billing cycle; or (ii) change the payment terms. The suspension of services and/or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise.

### 13. Force Majeure.

13.1. In no event shall either party be liable to the other party for any failure or delay in performance wholly or in part due to causes or circumstances beyond its reasonable control and without its fault or negligence, including but not limited to the following: Acts of God, acts of the public enemy, civil disturbance, war; acts of the United States of America or any state, territory or political division of the United States of America, fires, floods, natural disasters, pandemic or epidemic events, regional, statewide, or nationwide strikes, or any other general labor dispute not specific to that party; communication line failures; and/or freight embargoes (collectively "force majeure"). A party's failure to perform its obligations under this Agreement due to force majeure events will not be considered a breach or Default if the party has made its best efforts to: (i) comply with its obligations, (ii) avoid an interruption of its performance, and (iii) resume its performance.

13.2. The party claiming a failure or delay in performance under this Agreement due to force majeure must promptly notify the other party in writing. In the event that any such force majeure failure or delay continues for a period of more than ten (10) business days, the other party may, upon written notice to the other party, have the option of terminating this Agreement without incurring additional liability.

### 14. Assignment and Amendment.

14.1. Company may not assign this Agreement or any interest, payment or rights under this Agreement for any reason, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and its obligations, transfer any right, or delegate any duty of performance under this credit Agreement without further notice. The person or entity(ies) to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

14.2. You agree that we may change our rates, charges, and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient funds charges and supplemental processing fees) when permitted under applicable law, provided you are given advance written notice by us. Any such amendments will apply to the then existing balance of your account to the extent permitted or required by applicable law.

### 15. Covenants.

15.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it, (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties. Company agrees to provide any evidence of corporate (or other organizational) existence and authorization that Issuer may reasonably request.

15.2. For Issuer's continued compliance with banking regulations and credit underwriting standards Company will provide Issuer with advance written notice of: (i) any change in Company's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Company's assets; or (iii) any change of control of Company. Issuer reserves the right to make any necessary modifications to the Account terms based upon changes made by Company as referenced above.

15.3. As part of Issuer's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Company consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

16. **Severability and Waivers.** If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a waiver of those rights or any other rights for any other purpose. The parties agree voluntarily, intentionally and irrevocably to waive all right to trial by jury in any proceeding instituted in any court, arising out of this Agreement, Company's application for credit, or any related documents. Company waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

### 17. Disclaimers and Limitations.

17.1. Issuer is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Issuer, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability under this Agreement shall be limited to actual damages incurred by Company as a direct result of Issuer's gross negligence or willful misconduct. Furthermore, Issuer's liability for actual damages shall not exceed the sum of: (i) all fees paid by Company to Issuer under this Agreement prior to the date when any claim is made against Issuer, plus (ii) all other revenue earned by Issuer for all Transactions made in the 12 months prior to the date of any claim made against Issuer. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.

17.2. Except as otherwise required under law, Issuer makes no warranty with respect to goods, products or services purchased on credit through Issuer. Issuer further disclaims all warranties with respect to goods, products and services purchased with a card, including, without limitation, the implied warranty of merchantability.

17.3. Company acknowledges and agrees that Issuer is not liable to Company for any loss, liability or damages company suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Issuer has expressly agreed in writing to undertake for Company.

### 18. Applicable and Conflicting Law.

18.1. This Agreement is governed by and construed in accordance with federal law and the laws of the State of Utah (without reference to choice of law rules). Each party waives any objection to venue and any objection based on forum non conveniens in any such court.

18.2. **Changes in Law:** In the event that there is a change in applicable law deemed by Issuer to be material to the administration of the program, Issuer may seek to renegotiate the terms, including, but not limited to, the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms, provided, that if the parties cannot agree on an adjustment of such terms, then Issuer may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

18.3. If either party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected party shall give the other party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected party is unable to perform due to the notice given by the state or federal regulatory body.

19. **Notices.** Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at

the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement, or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

20. **Confidentiality.** All information furnished by either party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other party only in connection with this Agreement), except to the extent that the information: (i) is already lawfully known when received, (ii) becomes lawfully obtainable from other sources; (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government, or (iv) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. Nothing in this section of this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of Issuer's Card program, and Company expressly agrees to these disclosures and use of information, provided that such affiliates and third party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization. In addition, Company agrees and understands that transaction information may be provided to merchants who have accepted the Card as payment for goods and services purchased by Company.

21. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Issuer and Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

### 22. Compliance with Applicable Laws.

22.1. **Customer Identification Compliance.** Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

22.2. **Data Privacy and Business Continuity.** Issuer is subject to certain laws governing the protection of Company's information and the information of their employees and Account Users using the Program. As such, Issuer shall provide its credit services to Company in accordance with applicable laws and standards to protect and keep confidential such information. In doing so, Issuer shall maintain an information security plan and business continuity plan to help ensure that its systems are maintained in accordance with banking standards and regulations applicable to the information being held by Issuer.

### 23. International Use of Cards/Currency Conversion.

23.1. Cards are issued for use by Company's United States based operations, but may be used in Canada. Company may not distribute Cards to employees based in countries other than the United States. If Cards are used in any other country other than the United States, Company will: (i) be billed in US Dollars; (ii) receive reporting in English, and (iii) accept the currency conversion fee as reflected in Issuer's Fee Schedule.

23.2. Issuer will convert any purchase made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing international Transactions is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time.

### 24. Discounts/Rebates

You may be offered discounts and/or rebates by participating in this card program from time to time. Such discounts and/or rebates may be suspended, modified or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as but not limited to maintaining your account in good standing will apply and be provided to you when such offers are made.

### Fee Schedule

Your use of your Account indicates your acceptance of this Business Charge Account Agreement and this schedule of fees and charges.

<b>Universal Card Only:</b>	
Set-up Fee	\$40.00
Monthly Card Charge	\$2.00 per card
International Currency Conversion Fee	2% of the total transaction value
Truck Stop Fee	\$1.25 per card swipe at a diesel pump*

<b>Universal and Business Fleet:</b>	
Replacement Card	\$2.00 per card
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fees	Cost varies
Returned Payment Fee	\$50.00
Reactivation Fee	\$50.00 per occurrence (max monthly fee of \$50.00)**
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

\*This fee is only applicable at Pilot/Flying J and Loves diesel pumps

\*\*Effective July 1, 2017

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that you must agree to in order to receive the additional products and services.

If you have any questions about any of the above, please call  
Customer Service, toll-free at 1-866-885-5346.