



T-Chek MasterCard Corporate Card® Application and Agreement

PH: 866-661-2435 FAX: 952-833-4650 www.tchek.com/mc

Applicant (hereafter referred to as "Customer") requests that T-Chek Systems, Inc. (T-Chek) extend credit to Customer by various goods and services. Customer hereby verifies that the following information is true and accurate and Customer knows that T-Chek will rely on the information in its determination of whether credit should be extended. T-Chek, in its sole discretion, may approve, deny, or modify the granting of credit to Customer or security requirements, payment method and frequency. If Customer's application for credit is approved, Customer promises to pay for all purchases according to the terms of this Application and Agreement.

APPLICANT INFORMATION			
Company Name:		Existing T-Chek Customer Number:	
DBA or AKA:			
Address:		City:	State: ZIP:
Phone (day):	Phone (night):	Phone (other):	Fax:
E-Mail Address:		Web Site:	
Billing Address: (<input type="checkbox"/> same as above)			
City:		State:	ZIP:
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> LLC <input type="checkbox"/> LLP
Date of Incorporation:	MC No. Provis. Operating License:	Fed ID No./Rev Canada Bus. No.:	
Bank Reference			
Bank Name:		Account #:	
Address:		City:	State: ZIP:
Phone:	Fax:	Contact Name:	
Business Owner(s) Information			
Name			
Address			
City, State, Zip			
Phone Number			
Fax Number			
Email Address			
SSN or Drivers License # (include State)			
Business/Trade References (must have two)			
Name			
Address			
City, State, Zip			
Account Number			
Phone Number			
Fax Number			
Contact Name			
SECURITY, PAYMENT METHOD, AND FREQUENCY (Provide two years of audited and most recent interim statements including income statement, balance sheet, statement of cash flows, and footnotes.)			
Monthly usage/spend: \$ (\$15,000/mo minimum)	Credit limit requested: \$	Terms Requested: <input type="checkbox"/> Daily <input type="checkbox"/> Wkly <input type="checkbox"/> _____	
<input type="checkbox"/> Letter of Credit		<input type="checkbox"/> Cash Deposit	<input type="checkbox"/> Audited Financial Statements
PAYMENT METHOD			
<input type="checkbox"/> Bank Wire	<input type="checkbox"/> T-Chek Initiated EFT	<input type="checkbox"/> Customer Initiated EFT	<input type="checkbox"/> EPay
APPLICABLE FEES			
Set-Up Fee:	\$	3 business day delivery:	\$25.00
Monthly card fee (per card):	\$	2 business day delivery:	\$45.00
Transaction fees:	\$	Bank wire receiving fee (under \$1500):	\$ 5.00
Other fee: _____	\$		

PERSONAL GUARANTY Required for: Sole Proprietorships; Partnerships; LLC's and Corporations Less Than Two Years Old

The undersigned ("Guarantor") unconditionally and irrevocably guarantees the payment and performance when due of all obligations of the Applicant to T-Chek now or hereafter owing ("Guaranteed Obligations"). Payment hereunder shall be made without set-off or counterclaim. Guarantor acknowledges that this is a guaranty of payment and not of collection and that Guarantor is a primary obligor and not merely a surety. Guarantor hereby waives any right to require T-Chek to proceed against Applicant as a condition to proceeding against Guarantor and waives the provisions of O.C.G.A. 10-7-24. Guarantor waives notice of acceptance, diligence, presentment, demand, notice of dishonor, protest and all other notices. Guarantor agrees that Guarantor's obligations hereunder shall not be affected by changes in the Guaranteed Obligations. Guarantor hereby subordinates in favor of T-Chek any right of subrogation and all other obligations of the Applicant to Guarantor. If any provision of this Guaranty is held to be illegal, invalid or unenforceable it shall not affect any other provision hereof. This Guaranty shall be governed by the law of Minnesota. If collection hereunder is by an attorney at law, the Guarantor shall pay all costs of collection. The terms and conditions of the Account Agreement are incorporated by reference and Guarantor agrees to be bound thereby. This Guaranty shall be relied upon by T-Chek in making its credit decision and is a condition of the extension of credit to the Applicant. Guarantor hereby authorizes T-Chek to obtain a consumer credit report of Guarantor and to make direct inquiries of employers and businesses where Guarantor has accounts. If this Application is denied based on such information, Guarantor authorizes T-Chek to report the reason for the denial to Applicant. If the Guaranteed Obligations are not paid when due, T-Chek may report the Guarantor's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Print Name (Guarantor):	Signature of Guarantor:		
Guarantor Street Address	SSN #:	Date of Birth:	
DL # and State:			

This Agreement is made between T-Chek Systems, Inc. ("T-Chek") 14800 Charlson Road, Eden Prairie, MN 55347, and Customer named and described in the attached Application. This Agreement is made relating to the issuance and use of any T-Chek MasterCard products including but not limited to issuance of special T-Chek MasterCard Cards (the "Cards") and/or use of the Virtual Purchasing MasterCard ("Virtual") application to purchase motor fuels and other products and services at authorized retail locations (collectively "Merchants"). The Agreement, when executed respectively by Customer and T-Chek, is an agreement between Customer and T-Chek and not an agreement between T-Chek and the individual Cardholders. Customer shall identify and select the individual Cardholders in accordance with this Agreement. The Cards are issued by Comerica Bank located in Livonia, Michigan (the "Issuing Bank") pursuant to a license from MasterCard International Incorporated.

1. Customer Warranty. Customer represents and warrants that it is a commercial business enterprise and agrees that this account is for business purposes only, and any Card(s) issued under the account will not be used for personal, family or household purposes. All Cards issued to Customer shall remain the property of the Issuing Bank and must be returned upon request. T-Chek or the Issuing Bank may cancel, revoke, repossess or restrict the use of Cards at any time.

2. Communication. Customer shall communicate with T-Chek through the telephone, facsimile machine, Internet or e-mail. If Customer chooses to utilize the Internet, the computer hardware/software shall be of the Customer's choice, compatible with T-Chek's host computer, purchased at Customer's expense and maintained by Customer in good working order.

3. Security/Credit Limit. Customer grants to T-Chek security ("Security") in a form and amount acceptable to T-Chek, to secure Customer's payment and/or other obligations under this Agreement. T-Chek will advise Customer of its available credit limit, as the same may be changed from time to time. Customer shall not allow its unpaid balance, including fees and other charges to exceed its credit limit. If Customer exceeds its credit limit, then T-Chek may request immediate payment, suspend service, or charge an additional service fee. The parties acknowledge and agree that any pre-paid funds paid by Customer to T-Chek and held by T-Chek are not the property or assets of the individual cardholders. Additionally, the parties acknowledge and agree that this Agreement does constitute a "security agreement" pursuant to the Uniform Commercial Code.

4. Compliance. Customer must fully comply with all applicable laws, including but not limited to laws and regulations promulgated by the U.S. Department of Treasury and the Office of Foreign Asset Control, and all the provisions of this Agreement and strictly adhere to T-Chek procedures when using the Cards and/or the online Virtual application. Customer accepts all responsibility and agrees to be fully liable for (I) all Cards issued to Customer (II) all Virtual Card numbers created (III) all purchases made with Cards by Customer, Customer's agents or employees in Customer's name and (IV) all Virtual card numbers created via the online system and subsequently used.

5. Card Issuance & Customer Responsibility. Customer may choose to issue Cards in employee (cardholder) names or for use by a vehicle. If Customer requests T-Chek to issue cards with no cardholder names embossed on them, Customer hereby agrees to indemnify, defend and hold T-Chek, MasterCard Worldwide and Comerica Bank harmless for any loss or claims, including but not limited to any charge disputes and charge backs, that Customer or cardholder may have or incur as a result of merchant accepting or refusing to accept Card. Customer understands and expressly agrees that because it has elected to not have a cardholder name embossed on the front of Card, Customer waives any and all rights related to claimed unauthorized use of the Card prior to the Customer reporting it as lost or stolen as required by the terms of this Agreement. Customer acknowledges they take additional risk associated with issuing these Cards.

6. Cancellation of Cards. Customer is responsible for retrieving all T-Chek Cards from Customer's agents or employees when they leave their employer or no longer have Customer's authority to use the card. Customer agrees to return the card to T-Chek for destruction. Customer will be liable for all use on the card until it is returned and cancelled or destroyed by T-Chek.

7. Disputed Transactions. Customer must notify T-Chek in writing of any disputed item on Customer's invoice within sixty (60) days from the date of invoice, or it will be deemed undisputed and accepted by Customer. Unless required by law, T-Chek will not be responsible for any problem Customer may have with any goods or services charged on the Cards at Merchants. If Customer has a dispute with a Merchant honoring the Card, Customer must pay T-Chek and settle the dispute directly with the Merchant. T-Chek is not responsible if Merchant declines to accept the Card.

8. Fees. Customer will be assessed charges and fees for services provided by T-Chek under this Agreement, T-Chek reserves the right to change all charges and fees.

9. Duty to Remit. The duty of Customer to remit payment to T-Chek is absolute and shall not be diminished, excused or discharged by any act of Customer, its designee or agent, whether negligent, dishonest or otherwise, including unauthorized use by Customer, its designee or agents of any Card, or by any other event or act, including any act of God, except any grossly negligent or dishonest act of T-Chek or its agents to the extent that such act causes loss, damage or expense to customer.

10. Remittances. Customer shall remit payments when due in the manner authorized by T-Chek. If Customer has on-line capabilities, Customer shall use this equipment to receive an invoice of all charges and fees for the preceding billing period, from which Customer will remit the payment due. If Customer does not have on-line capabilities, Customer shall receive a facsimile copy of an invoice of all charges and fees for the preceding billing period, from which Customer will remit the payment due. Customer shall be invoiced for all other charges. Terms for these charges are: Net due upon receipt. If Customer does not receive a facsimile or on-line invoice, Customer shall notify T-Chek within one day after the end of the billing period. Amounts set forth in a T-Chek invoice to Customer may, depending on the Card program Customer chooses to participate in, be subject to rebates, volume discounts, or other manipulations which may be passed to or for the benefit of third parties associated with such Card program.

11. Non-Sufficient Funds. In the event Customer's payment instrument is dishonored when presented for payment at Customer's bank, Customer shall pay immediately to T-Chek in collected funds, the amount of the non-sufficient funds item plus a returned instrument collection fee of a minimum of \$30.00 in addition to any other remedy T-Chek may pursue under this Agreement.

12. Delinquent Account. Customer agrees to pay T-Chek the amount invoiced within the "Payment Frequency" terms set forth in Customer's Application & Agreement. If such payment is not received, interest will accrue on the delinquent amount in the amount of eighteen (18%) percent per annum. Customer agrees to pay all collection charges, cost and attorney's fees associated with the collection of delinquent amounts.

13. Unpaid Charges. The maximum amount of unpaid charges, which Customer shall be permitted to accumulate under this Agreement, shall be established by T-Chek at its sole discretion, and changed from time to time at T-Chek's discretion.

14. Mutual Obligations: Customer hereby authorizes T-Chek, C.H. Robinson Worldwide, Inc., or any other subsidiaries or related companies to T-Chek upon T-Chek's request to be applied by way of set-off toward satisfaction of Customer's payment obligations under this Agreement.

15. Default and Remedies. Customer shall be in default under this Agreement if it fails to make any payment when due as required in this Agreement, or tenders payment which is dishonored when presented for payment, or becomes insolvent, makes an assignment for the benefits of creditors, or is placed in a bankruptcy proceeding (voluntary or involuntary) or in the hands of a receiver, or fails to provide or maintain the security required under this Agreement, or exceeds the credit limit established by T-Chek, or fails to comply with any term or condition of this Agreement. In the event of a default by Customer, T-Chek may, in addition to any other remedy it may have under this Agreement, immediately and without incurring liability, refuse to make payment on or refuse to permit Customer use of Cards, and may pursue any and all other remedies it may have including, at the sole option of T-Chek, terminating this Agreement immediately. In the event that T-Chek elects to terminate the Agreement according to this section, or for any other reason, Customer shall immediately pay all amounts owing under the Agreement, without set-off or deduction. If such amounts are not paid immediately, the security shall be forfeited to T-Chek and all without T-Chek having to resort to any legal or judicial procedures and all without T-Chek forfeiting any rights it may have to collect all amounts due under this Agreement. In such event T-Chek shall be entitled to reimbursement from Customer of all damages, which shall include, but not be limited to, actual costs of collection and attorney's fees. If Customer is in default or otherwise fails to comply with this Agreement, T-Chek shall not be liable to the Customer or to any other person for any loss, expense or damage, ordinary, special or consequential and Customer shall not assert any claim or commence any lawsuit against T-Chek or its employees for any such loss, expense or damage.

16. Lost or Stolen Cards. Customer agrees to notify T-Chek immediately of any loss, theft or unauthorized use of the account or of any Card. Customer will not be liable for unauthorized charges that occur after Customer notifies T-Chek of the loss, theft or possible unauthorized use of Card issued to Customer. Except as set forth in this section 16, Customer understands that it is liable for the unauthorized use of the Cards.

17. T-Chek's Liability. Customer agrees that T-Chek's liability for damages shall not in any case exceed the fees and charges paid by Customer to T-Chek during the latest twelve (12) month period. T-Chek and its employees shall not incur any liability to Customer for any other loss, expense or damage of any nature, unless such loss, expense or damage results from the breach of this Agreement by or gross negligence of T-Chek and not from any cause or cause beyond T-Chek's control, including breakdown, operational failures, transmission failures, Act of God, or unavoidable delays, or any other cause not within the reasonable control of T-Chek. In no event shall T-Chek be responsible for consequential, special,

incidental or punitive damages, regardless of whether T-Chek was made aware of the possibility of such damages. T-Chek makes no representation or warranties, whether express or implied, including any warranties of merchantability or fitness for a particular purpose.

18. Liability of Acts of Customers, Employees and Agents. Customer agrees to hold T-Chek harmless from any and all liability resulting from the acts of any employees or agents of Customer, which acts shall include but are not limited to negligent acts of such persons.

19. Change of Terms or Termination. T-Chek may change the terms of this Agreement at anytime. T-Chek will notify Customer of any changes. Retention or use of the T-Chek MasterCard products, Cards or Virtual program after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may end this Agreement by notifying T-Chek before the effective date of the change, returning all Cards & supplies to T-Chek and paying what is owed under the terms of this Agreement. Either party may terminate this Agreement at any time by written notice as defined in notice section below to the other party at least fifteen (15) days in advance of termination date specified in the notice. T-Chek may terminate this Agreement without notice upon Customer's default under this Agreement or if T-Chek determines, in its sole discretion, that Customer is deemed to be no longer credit worthy for any reason. In addition, T-Chek may terminate this Agreement at any time without notice in the event that it is determined by T-Chek that any procedure required hereunder is in violation of any applicable law.

20. Disclosure. Customer acknowledges that the information revealed to Customer regarding T-Chek's business procedures and the T-Chek System is proprietary to T-Chek and only to be used in confidence and Customer shall in no way reveal or make such information available to any person other than Customer's employees, provided such employees have a need to know such information.

21. Duty upon Termination. Cards are non-assignable and remain the property of the issuing bank. Customer agrees to return any materials, Cards, supplies and other properties delivered by T-Chek to Customer upon termination of this Agreement, and to reimburse T-Chek immediately for all purchases charged to Customer's T-Chek account resulting from Customer's failure to comply with any provision of this agreement either during or after termination of this agreement.

22. Credit Review. Upon T-Chek's request, Customer agrees to provide audited or unaudited financial statements as soon as available after the close of Customer's fiscal year or quarter. These financial statements are to include a balance sheet, income statement, statement of changes in financial position and related notes to the financial statements. Customer will provide financial information as may be requested and authorizes T-Chek and its agents to investigate from time to time whether customer is credit worthy.

23. Assignment, Ownership Change. This Agreement and the rights and duties of T-Chek hereunder may be assigned by T-Chek, but may not be assigned by Customer. This Agreement shall be binding upon and inure the benefit of the parties hereto and their respective successors and assigns, but Customer can not assign this Agreement or any rights hereunder without the prior written consent of T-Chek. Any assignment or attempted assignment or subcontract by Customer of any services to be performed under this Agreement shall not relieve Customer of any of its obligations or liability under this Agreement. Any assignment or attempted assignment, in whole or in part, of this Agreement by Customer without the prior written consent of T-Chek shall be void. Customer agrees to notify T-Chek immediately in writing of any changes in Customers ownership or legal structure.

24. Severability, Jurisdiction, Account Stated. Time shall be of the essence in this Agreement and the failure of T-Chek to insist on strict performance of any term, covenant or condition of this Agreement or to exercise any option contained herein shall not be construed as a waiver of such term, covenant or option in any other instance. If any part or parts of this Agreement are held to be invalid the remaining parts shall remain valid and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Customer agrees that all claims, actions or disputes involving T-Chek and Customer will be resolved exclusively in the District Courts located in Hennepin County, Minnesota or the Federal Courts located in Minnesota. Customer hereby subjects itself to the jurisdiction of these courts in case of any such claims, actions or disputes and waives any objections thereto.

25. Notices. Any notice required or permitted to be provided by either party under this Agreement is sufficiently given if (a) personally delivered (including delivery by courier), (b) sent by registered or certified mail, return receipt requested, postage prepaid, or (c) by facsimile transmission to the address of either party as stated on this Agreement to such other address as the parties may advise in writing, and any notice so given shall be deemed to have been received on the day on which it was delivered personally received by registered or certified mail or sent by facsimile transmission.

26. Currency Conversion. In the event customer uses any Services provided by this Agreement or incurs any other fees or charges covered by this Agreement in a foreign currency such shall be charged to Customer after conversion into

United States currency. Customer agrees and acknowledges that exchange rates shall be as determined by MasterCard® International Incorporated in its sole and absolute discretion.

27. Use of the Cards and/or online Virtual Purchasing Card application constitutes acceptance of these terms and conditions.

ACCEPTED BY CUSTOMER:

Customer certifies that all the information provided on this Application and Agreement (both pages) is accurate. Customer represents and warrants that they are duly authorized to execute and enter into this Application and Agreement for the Company listed above. Customer understands that this Application and Agreement shall govern the Account(s) and that Customer will be bound by all of the terms and conditions contained therein. By signing this Application, Customer requests that a T-Chek MasterCard account(s) be opened and the Card(s) (both physical or Virtual) be issued. Customer hereby authorizes T-Chek and its parent and/or affiliates, to investigate any and all credit histories and to authorize the release to T-Chek of information (both business and personal), of information related to the account(s) including credit, bank references and any other information deemed necessary to extend credit.

T-Chek complies with Section 326 of the USA Patriot Act. This law mandates that companies like T-Chek, verify certain information about customers while processing the account application. Customer hereby authorizes T-Chek to request and obtain credit and financial information about it from any source, including, without limitation, from any credit bureaus or consumer reporting agencies. Information obtained by T-Chek from such sources, together with the information supplied by Customer in this application, may be referred to in connection with this application and in any other dealings Customer may have from time to time with T-Chek. Customer also authorizes T-Chek to disclose from time to time financial and credit information about Customer to any credit bureaus, consumer reporting agencies or other parties with whom Customer may have financial dealings.

Activation and/or use of any one of these Cards (both physical or Virtual) by the Customer constitutes acceptance of this Application and Agreement. T-Chek reserves the right to change this Agreement, including but not limited to the pricing, volume discounts, terms and conditions and/or discontinue service at any time. T-Chek will notify Customer of any changes. The T-Chek MasterCard Program is for business/commercial use only.

Signature of Representative	Dated:
Printed Name:	
Title:	