



Welcome to the very BEST fuel card program in the country!

### **Freight Capital's Universal Fuel Card Program**

The more you use Freight Capital's Universal Fuel Card, the more money you'll save. The Freight Capital card is accepted at more places than any other fuel card including Pilot, Petro, Wilco, Hess, TravelCenters of America, and many independent stations where you get discounted fuel at more than 40,000 fueling locations nationwide.

When you use the Freight Capital Fuel Card, you can take advantage of **cash pricing as well as these valuable discounts:**

- Purchase fuel at any Petro or TravelCenters of America station and pay only **.04 per gallon over the COST of the fuel**. Discounts vary from station to station and average .15/gallon but the SAVINGS ranges from .04 to .40 a gallon off the retail price!!!!
- Purchase fuel at any Pilot station and your company receives rebates monthly of **.01-.04 a gallon**.
- Purchase fuel at Wilco, Hess sites and receive **.03 per gallon** off your total purchase at point of sale and a **.95 credit** towards your transaction fee.
- Purchase fuel at 23 TrackStop sites and receive **.02 per gallon** off your total purchase at point of sale.

As a Freight Capital Client, you are instantly approved to enroll for this exclusive fuel card. The spectacular and continuous savings on fuel is a great benefit that is NOT available on regular fuel cards, but you also **save \$100 off the enrollment fee**.

If you would like to start receiving the immediate cash benefits of having a Freight Capital Universal Fuel Card, please fill out the information requested on the following pages and fax it back to 760-929-6920 along with copies of the following documentation required by T-Chek:

- Drivers License
- Social Security Card
- Articles of Incorporation/Organization/LLC/Fict Name Filing
- \$50 Check by Fax Authorization (Regular enrollment is \$150 – you save \$100!!!)

We will process your application and in approx. 10 business days cards will be delivered via expedited mail. Once an account number is issued, Freight Capital will send you a funding authorization form and you can begin using your cards at that time.

At your request, Freight Capital will deposit factoring proceeds directly into your fuel card account for quick and easy distribution to your drivers.

If you have any questions, please contact Freight Capital at 800-775-0391.



T-CHEK CUSTOMER AGREEMENT  
 FUEL MANAGEMENT PROGRAM AND T-CHEK EXPRESS SERVICES  
 For **FREIGHT CAPITAL** Fuel Card Customers



THIS AGREEMENT is made between T-Chek Systems, Inc. a Minnesota Limited Liability Company ("T-Chek") 14800 Charlson Road, Eden Prairie, MN 55347 and \_\_\_\_\_ ("Customer")

a  Corporation  Partnership  LLC  LLP  SoleProprietorship

located at \_\_\_\_\_

Phone: \_\_\_\_\_ Office: \_\_\_\_\_ Fax#: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

MC#: \_\_\_\_\_ as of (date) \_\_\_\_\_, 200\_\_.

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. T-Chek provides and sells money transfer services, purchase services, communications & information services, and private label credit/debit card transaction processing services (all of T-Chek's services are hereinafter referred to as the "System"). Customer agrees to buy from T-Chek and T-Chek agrees to sell to Customer, the use of the System in consideration for Customer's execution of the Agreement. T-Chek and Customer agree to the use of the System under the following terms:

1. **UTILIZATION.** By utilizing the System, the Customer may cause monies and/or purchase authorizations to be transmitted in accordance with this Agreement.
2. **COMMUNICATION.** Customer shall communicate with T-Chek through the telephone, facsimile machine or 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 the Customer's expense and maintained by Customer in good working order.
3. **SECURITY.** 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. The form and amount of the Security must be accepted by T-Chek before Customer is allowed use of the System.
4. **COMPLIANCE.** Customer must fully comply with the provisions of this Agreement and strictly adhere to T-Chek procedures provided to Customer by
5. **LOST OR REVOKED CARD AND EXPRESS AUTHORIZATION NUMBERS.** If purchasing card issued to Customer by T-Chek, or on behalf of one of its private label card customers (collectively hereinafter referred to as "Card"), is lost or stolen, or if Customer no longer requires a previously-issued Card in its operations, or if an issued express authorization number is lost, Customer shall immediately notify T-Chek by telephone or utilize the on-line data system to cancel the Card or express authorization number, or put it on hold. It is the Customer's responsibility to immediately confirm with written notice sent to T-Chek by registered or overnight mail. Customer shall be responsible and fully liable for any charges made with the lost or stolen Card or express authorization number until such time as T-Chek has received such notification.
6. **PURCHASES.** Customer shall only be allowed to use the System to purchase products, services or to obtain funds that have been authorized by Customer as disclosed in writing to T-Chek. T-Chek requires that service locations accepting the Cards obtain authorization and verification code from T-Chek prior to completing the transaction at the point of sale.
7. **DISPUTED ORDERS.** T-Chek will use reasonable efforts to assist Customer in resolving any transactions disputed between Customer and a truck stop, service provider, Automated Teller machine (ATM) or cashing location, however T-Chek shall have no financial responsibilities for such transactions. Final resolution of disputed transactions is the responsibility of the Customer.
8. **ISSUANCE OF T-CHEK DRAFTS, INSTRUMENTS, INVOICES.** T-Chek shall authorize the negotiation of T-Chek drafts, instruments, invoices, ATM transactions and purchase approvals in accordance with this Agreement and other procedures established by T-Chek, unless Customer is in breach of the Agreement at the time of the request, or the request exceeds the Customer's established credit limit, or T-Chek has otherwise terminated this Agreement as provided herein.
9. **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.
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.
11. **NON-SUFFICIENT FUNDS.** In the event Customer's payment instrument is dishonored when presented for payment at a 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. **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 T-Chek express authorization number or permit purchase or the money proceeds obtained by anyone cashing the same, or by any loss or theft of any T-Chek authorization or money proceeds by or from Customer, its designee or agents, 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.
13. **DELINQUENT ACCOUNT.** Customer agrees to pay T-Chek the amount invoiced within the "Payment Frequency" terms set forth in Customer's Application and 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 by T-Chek of delinquent amounts.
14. **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 may be changed from time to time at T-Chek's discretion.
15. **MUTUAL OBLIGATIONS.** Customer hereby authorizes T-Chek, C.H. Robinson Worldwide, Inc. or any other subsidiaries or related companies to transfer all funds due to Customer from such 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.
16. **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 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 the 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 or permit Customer to draw on T-Chek authorizations or purchase, 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, all without T-Chek having to resort to any legal or judicial procedures and all without T-Chek's forfeiting of 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, all 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, special or consequential, including any loss or expense resulting from any failure to make payment on a T-Chek draft or drafts, and Customer shall not assert any claim or commence any lawsuit against T-Chek or its employees for any such loss, expense or damage.
17. **CANCELLATION OF EXPRESS AUTHORIZATION NUMBERS.** Should Customer wish to cancel an express authorization number once it has been issued to Customer's designee, Customer shall telephone or utilize the on-line data system to inform T-Chek of the number to be cancelled. If no transactions have been conducted on the express authorization number that is to be cancelled, T-Chek shall cancel the express authorization number, and there will be no charge to Customer for the express authorization number. If any transaction, however small, has been conducted on the express authorization number which is to be canceled, T-Chek will cancel the remaining funds authorized, and Customer will be charged the full authorization fee and Customer shall be fully liable to pay all such previously authorized charges on the express authorization number. Express authorization numbers dormant for a period of six (6) months shall be assessed a minimum Monthly Maintenance Fee of \$10.00 per express authorization number. All "Stop Payment" requests for dormant numbers may be assessed a minimum Stop Payment Fee of \$10.00 per express authorization number.

18. **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. In no event shall T-Chek be liable for consequential, economic or special damages, even if T-Chek has been advised of the possibility of such damages. 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 causes beyond T-Chek's control, including breakdown, operational failures, unavoidable delays, or other similar causes.
19. **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.
20. **TERM OF AGREEMENT.** This Agreement shall become effective only upon written acceptance by T-Chek. The relationship of the parties shall continue until terminated by written notice given by either party to the other at least fifteen (15) days in advance of the 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.
21. **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.
22. **DUTY UPON TERMINATION.** Customer agrees to return any materials, forms, 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 accounting resulting from Customer's failure to comply with any provision of this Agreement either during or after the termination of this Agreement.
23. **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, and Customer hereby subjects itself to the jurisdiction of these courts in case of any such claims, actions or disputes. Customer agrees that receipt of any invoice setting for the amount owed to T-Chek represents an account stated unless, within fifteen (15) days after receipt of the invoice, Customer objects to the invoice in writing and the written objection is delivered to T-Chek.
24. **PROVISION OF DATA TO THIRD PARTIES.** In the event a third party would like to receive Customer data directly from T-Chek, the third party is subject to monthly maintenance surcharges to compensate T-Chek for the costs associated with providing data to parties other than Customer. These surcharges are not a cost to Customer, but to the third party; however Customer agrees to pay all fees in the event that the third party fails to pay the fees incurred by third parties at Customer request. Customer retains the right to provide data to third parties by its own internal means.
25. **ASSIGNMENT, OWNERSHIP CHANGES.** This Agreement and the rights and duties of T-Chek hereunder may be assigned by T-Chek, but may not be assigned by the Customer. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, but Customer may 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 obligation 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 Customer's ownership or legal structure.
26. **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 state 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 which it was delivered personally received by registered or certified mail or sent by facsimile transmission.
27. **CURRENCY CONVERSION.** In the event Customer uses any System 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 either United States currency or Canadian currency. Customer, when applicable, must in writing request the currency options it elects to pay T-Chek. Such an election must be made at the time this Agreement is executed. If Customer fails to so elect, T-Chek will so elect and such election by T-Chek shall be binding on Customer. Customer agrees and acknowledges that such exchange rates charged by T-Chek will be those in effect at the time T-Chek advances the funds, which may not be the same exchange rate that was in effect on the date that T-Chek issued its authorization for such System. Customer also agrees and acknowledges that such exchange rates shall be determined by T-Chek from time to time in its sole and absolute discretion.
28. **CUSTOMER WARRANTY.** Customer represents and warrants that its use of the System and all financial transactions are for Customer's commercial business use, and not to personal or consumer use.

**Accepted by Customer:**

**By:**

**By:**

**Title:**

**Title:**

\_\_\_\_\_  
Signature of Officer

\_\_\_\_\_  
Signature of Officer

**Date:**

**Date:**

**CREDIT INFORMATION.** The undersigned 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.

**Accepted by T-CHEK SYSTEMS, INC.: *(T-Chek Use Only - please DO NOT sign in this section)***

**By:**

**Title:**

**Signature:**

**Date:**

**COMPANY INFORMATION: (ALL BLANKS MUST BE COMPLETED)**

<b>MC#:</b>		Date Bus. Started:	Co # (assigned by T-Chek):
<b>Fed ID#:</b>			
# of Units:	Co Units:	Own Ops:	# of card needed:

**BUSINESS OWNER INFORMATION:**

Name:	Phone:	Fax:
Address, City, State & Zip:		
Email Address:	SSN or State ID#:	
Driver's License#	Date of Birth:	

**AUTHORIZED PERSONNEL:**

List below who is authorized to make changes on your Fuel cards, check balances, add cash and various other changes to your cards and account. All persons will have access to all account functions unless indicated otherwise. \*The main contact is responsible for all account updates.

	Name	Social Security # or Password	Email Address:	Limit	Internet Access Y or N Circle One
1	<b>Main Contact*:</b>			\$9,999	<input checked="" type="radio"/> Y <input type="radio"/> N
2	<b>A/P Contact:</b>			\$	Y or N
<b>Other Authorized Personnel:</b>					
3				\$	Y or N

**FUEL SERVICE SELF SERVICE:** Check all boxes that apply:

Diesel #1 (winter months)	<input type="checkbox"/> Yes <input type="checkbox"/> No	ULSD (units 2007+)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Diesel #2	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*Diesel default gallons = 300</i>	Reefer	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>*Reefer default gallons = 50</i>
Gasoline	<input type="checkbox"/> Yes <input type="checkbox"/> No	<i>Guaranteed cash price per gallon</i>	

*\*The defaults noted above can be changed at any time. Gallon limits are based on a 24-hour period for each card or unit.*

- Additional Products (i.e. additives, oil, etc.) & Purchase Requirements can be made available during the set up process.
- Cash Options will be available to you during the set up process and once your account is activated electronically online.

**EQUIPMENT/DRIVER VALIDATION:**

Tractor Unit – Validate tractor number as assigned to the card

Driver – Report the Driver's name as assigned to card

List all Driver Names and Tractor Numbers: (attach additional list if necessary)

Driver Name	Tractor Number

**REPORTING OPTIONS:**

Reporting Options:  Internet  Fax # \_\_\_\_\_

Internet Reports are delivered Monday-Friday to an Internet mailbox under your account. You will receive a monthly Card Detail Report (all purchases for the month by card number) & Fuel/Tax Summary Report (detail by unit/state) sent to your Internet mailbox. Report selections can be change and are available once you have activated your account.

**TRANSACTION FEES:**

Fuel Card Transactions:	\$ 1.50*	ATM Card Transactions:	\$2.00
T-Chek Express Cash:	\$ 4.00	Permits:	\$15.00 per permit
T-Chek Set Up Fee (one time fee)\$50.00			

*\*There is no additional fee for cash or other products that you authorize on the fuel card*

**OTHER SERVICES: If yes, T-Chek will provide addendums to be signed.**

Can the fuel card be used at ATM locations?  Yes  No If yes, should the fee be paid by:  Driver  Company

Do you want the ability to order temporary permits online?  Yes  No

\*\*\*Please attach – Drivers License – Social Security Card – Articles of Organization – LLC – Fict Name

TO: Freight Capital  
Fax back to: **760-929-6920**

ATTN: **T-Chek Application Processing**

From/Contact Name:


Business Name:

Phone #:

<b>CHECK BY FAX - AUTHORIZATION</b>	
Pay to the Order of: <b><u>Freight Capital</u></b>	Your Check# : _____
The sum of Fifty Dollars----- \$ 50.00	
For: T-Chek Application Processing	
I authorize Freight Capital to duplicate the above mentioned check.	
Authorized check signer: _____	
Print Name & Title: _____	

For Freight Capital internal Use Only:	
Received by: _____ on ____/____/____	Debit Date by: _____ on ____/____/____

**Please attach a signed copy of the referenced check below or as a separate attachment and fax back (Keep original check and this authorization for your records)**

DATE _____		101
PAY TO THE ORDER OF _____	\$ _____	
		DOLLARS
 MoneyInstructor.com Bank 1221 Main Street Anywhere, US 10001		
FOR _____		
⑈74894934⑈ 6793868122⑈ 0101⑈		