

TERMS AND CONDITIONS

1. Services. Fuel Access Network, Inc. will provide Customer with the services ("Services") described in Schedule A hereto.

2. Term and Termination.

2.1 Term. This Agreement commences on the date Fuel Access Network issues a Payment Card to the person(s) signatory to the Fuel Access Network Card Application, ("Effective Date"), and will extend for an initial term as indicated in Section 3.0 of this Agreement ("Initial Term"). Upon the expiration of the initial term, this agreement will automatically renew for successive twelve (12)-month terms provided that Customer has opted for an annual subscription or in the absence of the annual election the term will default to a monthly subscription (each a "Renewal Term"), unless Fuel Access Network, Inc. or customer gives the other party written notice of its intent not to renew this agreement at least thirty (15) days prior to the end of the Initial Term or then current renewal term. Collectively, the initial term and renewal term are referred to as the "Term" of this Agreement.

2.2 Termination.

- a) At the time of application and throughout the term, (monthly or annually), a Fuel Access Network / Escapees Customer must also be a member in good standing of the Escapees RV Club. In the event that an Escapees Member allows their membership to lapse then they will cease being eligible in the Fuel Access Network Escapees Fuel Card Program and all FAN benefits will cease and all prepay monies will be forfeited.
- b) Customer is authorized to a one-time pause of their monthly subscription for a \$5.00 customer service fee paid at the time of reactivation. This right is only available one time in any twelve-month period. Customer should notify FAN by email to effect this action. Once Customer's account is reactivated the reactivation fee (\$5.00) and the monthly subscription fee (\$4.00) will be charged to Customer.
- c) Either party may terminate this agreement for any reason with 15 day written notice.
- d) Fuel Access Network, Inc. may terminate this agreement or suspend all or a portion of its services immediately if (i) Customer's performance of its obligations or use of the services violates any federal, state or local law, rule or regulation; (ii) it reasonably determines that a material adverse change has occurred in customer's financial condition, or that such a change is reasonably likely to occur in the next twelve (12) months; (iii) Customer fails to pay any amount due within two (2) working days of its due date; or (iv) based on its evaluation of customer's credit or financial condition, that the extension of credit contemplated hereunder is not appropriate or viable.
- e) Termination will not affect Fuel Access Network, Inc.'s right to recover any amounts for which customer is liable or obligated under this agreement. Termination will not affect customer's responsibility to pay any amounts for which it is liable or

obligated in connection with the services provided under this Agreement.

3. Fees, Invoicing and Payment.

3.1 Fees. Customer will pay Fuel Access Network, Inc. for all expenditures, and all collection fees, additional service fees and special fees, costs, and charges (collectively, "Fees") required to collect outstanding account balances. Fees are automatically charged to the account on file two days prior to the month end for monthly subscriptions (\$4.00) or two weeks prior to the end of annual subscriptions (\$40.00). There is no advance notice prior to these renewal charges.

3.2 Taxes. Customer will pay or reimburse Fuel Access Network, Inc. for any and all applicable sales, use, excise, franchise, or other taxes (collectively, "Taxes"), whether federal, state, or local, however designated, which are levied or imposed with respect to the services charged on the issued card(s).

3.3 Invoicing. Customer agrees that payments for fuel and fees are due and payable on the next business day after purchases were incurred. Fuel Access Network, Inc. reserves the right to change customer's status to "default" if invoices are not paid in full or if customer's account is determined to be at risk due to payment history. If payment is not received (or if an invoice is not paid in full) on its due date, Fuel Access Network, Inc. will impose a late charge equal to \$20 per day for every day past due date. Invoice discrepancies must be identified in writing by customer within thirty (30) days of the invoice date unless the discrepancy could not be reasonably ascertained from a review of the invoice.

4. Compliance with Law. Customer will comply with and will not use the Fuel Access Network services in violation of, any federal, state, or local laws and regulations, judicial or administrative decisions, executive orders, rules, or interpretations ("Legal Requirements") applicable to the credit extension and will be solely liable for any violation of applicable legal requirements. Customer is responsible for (i) monitoring and interpreting customer's legal requirements; and (ii) determining the actions, disclosures, formulas, calculations, or procedures required for compliance with customer's legal requirements. Fuel Access Network, Inc. will not be responsible for any violation by customer of customer's legal requirements. Customer will use the services in accordance and compliance with this agreement and the written policies and procedures provided by Fuel Access Network, Inc. from time-to time. Customer will not use the services in connection with any gaming business, adult or sexually oriented business, or multi-level marketing business. Fuel Access Network, Inc. will comply with, and will not provide the Services in violation of, any legal requirements applicable to it as a provider of the Services. Fuel Access Network, Inc. will have no obligation to take any action that would cause Fuel Access Network, Inc., in its reasonable opinion, to be in violation of Fuel Access Network, Inc.' legal requirements. To the extent permitted by law, Fuel Access Network, Inc., and Customer will cooperate with each other in providing information or records in connection with examinations, requests, or proceedings of regulatory or law enforcement authorities.

5. Representations and Warranties. Customer and Fuel Access Network, Inc. each represent and warrant: (i) they have authority to execute this Agreement; (ii) executing this Agreement does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this Agreement creates valid, legal, and binding obligations that are enforceable against the parties.

6. Disclaimer of Warranties. Except as specifically set forth in this agreement, Fuel Access Network, Inc. disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the services provided under this agreement. Further, Fuel Access Network, Inc. does not warrant that customer's use of the services will be uninterrupted or error-free. This agreement is a service agreement, any equipment provided to customer under this agreement is incidental to the services provided, and the provisions of the Uniform Commercial Code do not apply to this Agreement.

7. Limitation of Liability.

7.1 Fuel Access Network, Inc. will not be liable under any theory for special, indirect, incidental, consequential (including lost profits), exemplary or punitive damages; regardless of whether such damages were foreseeable, or Fuel Access Network, Inc. was advised of the possibility of such damages.

7.2 Neither party may bring an action (regardless of form) for breach of this Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein. Each party will act to mitigate its damages.

8. Indemnification. Customer Indemnity. Customer will indemnify, defend and hold harmless Fuel Access Network, Inc., its directors, officers, employees, affiliates and agents against any third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or connected with Customer's (and Customer's users, affiliates, employees, agents or representatives) (i) gross negligence or willful misconduct; (ii) breach of this Agreement; (iii) use or misuse of any Service or product thereof or the Fuel Access Network Website (or corresponding materials or documentation); and (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; Customer will not indemnify Fuel Access Network, Inc. for claims arising from Fuel Access Network, Inc.'s acts or omissions for which Customer is entitled to indemnification.

SCHEDULE A

Services Description and Additional Terms and Conditions

1. Services. The card ("Card(s)") services (collectively the "Services") to be provided by Fuel Access Network Inc. to Customer hereunder are described on the first page of this Agreement and more particularly in this Schedule A.

1.1 Cards. Fuel Access Network, Inc. will make Cards available to Escapees Members in good standing and may be used by Escapees Member and its authorized users at authorized locations ("Service Centers") to purchase fuel, products, services (as defined in Section 3.2). Discounts, if any, that may

apply to card fuel purchases, will vary by Service Center, and may be terminated by Service Centers at any time and without notice. "Authorized User(s)" refers to Escapees Card Members operating under Fuel Access Network's 'Motor Carrier Authority' who are designated and authorized by Customer to use Cards under the terms of their Escapees Membership Agreement.

1.2 Customer Purchase Policy. The Services provided by Fuel Access Network will include the selections indicated on the Customer Purchase Policy, attached as Schedule C hereto. Deviations from the Customer Purchase Policy made on a case-by-case basis (e.g., one-time overrides) will not constitute a breach of this Agreement. Customer may adjust its Services selection by submitting an updated Customer Purchase Policy to Fuel Access Network, Inc.

1.3 Customer acknowledges and agrees that this Agreement provides for financial accommodation services within the meaning of 11 USC §365. Furthermore, all issued hereunder and all extensions of credit in connection with the foregoing shall be deemed made, executed, delivered and consummated in the Commonwealth of Pennsylvania.

2. Customer Representations and Warranties; Customer Responsibilities.

2.1 Customer hereby represents and warrants: (a) the Card(s) issued to Customer will be used by Customer and Authorized Users only.

2.2 Customer is responsible for any and all use including unauthorized use of the Cards. Customer acknowledges that it is the Customer's sole responsibility to ensure and communicate the following to its designated Authorized Users: (i) Card(s) are used only as expressly authorized under this Agreement and Fuel Access Network policies; (ii) Cards must be safeguarded from loss or theft; and (iii) Fuel Access Network must be notified immediately of any unauthorized use, loss, or theft of Card(s). Customer will not be liable for unauthorized charges that occur after Customer provides Fuel Access Network with written notification of specific loss, theft or unauthorized use of a Card. Customer acknowledges and agrees that

- a. Customer is responsible for establishing security policies, including the use of PIN (Personal Identification Number, AKA Driver Number) as well as other reasonable safeguards to prevent against the misuse of the Services by unauthorized persons.
- b. Customer is solely liable for repayment of all Advances in connection with Card(s), regardless of whether such advances arise out of the loss, theft, or destruction of, or the authorized or unauthorized use or misuse of, any Card;
- c. any dispute regarding transactions will be determined between Customer and the respective merchant pursuant to Fuel Access Network Policies;
- d. failure by Customer to promptly review and reconcile Card and check transaction receipts provided by Fuel Access Network, Inc. may result in substantial undetected financial loss to Customer

and an inability or waiver of the right to dispute such transactions pursuant to Fuel Access Network, Inc. policies; and

- e. neither Fuel Access Network, Inc. nor any of its affiliates is the producer, manufacturer, designer, distributor or seller of any fuel or other goods or services purchased with the Card, or otherwise in connection with this Agreement.

2.3 If Customer fails to comply with this Section 2, Customer will be required to reimburse Fuel Access Network, Inc. for all amounts or expenses Fuel Access Network, Inc. incurs as a result. All Cards issued to Customer shall remain the property of Fuel Access Network, Inc. and must be returned to Fuel Access Network, Inc. upon request. Fuel Access Network, Inc. may cancel, revoke, repossess or restrict the use of Card(s) and withhold validation at any time, at its sole discretion. Use of the Card(s) and participation in the Fuel Access Network fuel program is subject to Customer's compliance with this Agreement, and policies and procedures as may be provided by Fuel Access Network, Inc. Fuel Access Network, Inc. reserves the right, at its sole discretion, to amend the Fuel Access Network, Inc. policies from time to time. "Fuel Access Network, Inc. fuel program" refers to the Card(s), and the corresponding credit line and directories, made available by Fuel Access Network, Inc. for use at service centers and other various locations pursuant to terms of this Agreement.

3. Credit Limit, Security Amount; Advances.

3.1 Credit limit. Upon execution of this Agreement, Fuel Access Network, Inc. shall determine, in its sole discretion, a monetary limit ("Credit Limit") on customer's card transactions and in what amount. Customer acknowledges and agrees that Fuel Access Network, Inc. does not guarantee that it will establish or maintain an available credit limit for customer and customer hereby waives any and all claims against Fuel Access Network, Inc. and its affiliates based on such determinations by Fuel Access Network, Inc. Upon the determination by Fuel Access Network, Inc. to establish initially or to change customer's credit limit, Fuel Access Network, Inc. shall give prompt notice to Customer of such determinations; provided, however, Fuel Access Network, Inc. shall have no liability for the failure to give any such notice.

3.2 Customer agrees (i) not to request or permit card transactions in excess of the Credit Limit; and (ii) to repay all advances, without deductions or offsets.

4. Return of Material. Upon termination of this agreement, customer shall immediately return to Fuel Access Network, Inc. or destroy (and upon request of Fuel Access Network, Inc., certify destruction of) all Cards, cards which permit Customer to control activity on the Cards ("Control Cards"), Check Authorization Record(s), equipment, and other documents and materials provided by Fuel Access Network, Inc. to Customer.

5. Fuel Access Network, Inc. rights upon Termination. Upon termination of this Agreement or Fuel Access Network, Inc.'s determination that Customer has breached a representation, warranty, term, condition or obligation under this Agreement, Fuel Access Network, Inc. may immediately: (i) cease Card transaction authorizations and Advances in respect thereof; and/or (ii) hold (and apply to Customer's repayment obligations) the fuel discounts processed by Fuel Access

Network, Inc. on behalf of Customer; and/or (iii) apply the Security Amount to Customer's repayment obligations. AUTHORIZATION Customer hereby represents and warrants that the signatory below ("Authorized Representative") is duly authorized to execute this agreement on behalf of customer. Customer hereby authorizes, without reservation, (iv) Fuel Access Network, Inc. to process or otherwise manage credit transaction information in any manner deemed appropriate by Fuel Access Network, Inc., but always, consistent with applicable law; and (v) any party or agency contacted by Fuel Access Network, Inc., or its agent to furnish the above-mentioned information at any time. Customer hereby agrees to be bound by all terms and conditions contained in the agreement and any corresponding attachments, Schedules or exhibits, as amended from time to time.