

WEX/EFS 5050 Lincoln Dr Edina MN 55436

**P** (877) 767-2435 **F** (952) 917-6238

## MERCHANT RELATIONSHIP AUTHORIZATION FORM

| After completing this form, e-mail to T-Chek.MerchantServicesNetworking@wexinc.com return via fax to 952-917-6238, Attention: Merchant Services Networking   |  |            |   |  |                           |  |  |  |  |
|--|--|------------|---|--|---------------------------|--|--|--|--|
| EFFECTIVE DATE:/ ACTION:   |  |            |   | Add Merchant Delete Merchant Modify Merchant |                           |  |  |  |  |
| SECTION I - THE PARTIES  |  |            |   |  |                           |  |  |  |  |
| CUSTOMER   |  |            |   | MERCHANT                                     |                           |  |  |  |  |
| Customer Name:   |  | Customer # | ŧ | Merchant Name:                               | Merchant #<br>Merchant ID |  |  |  |  |
| City:  |  | ST:        |   | Group\Chain Name:                            | Group\Chain#:             |  |  |  |  |
| Contact:   | Fax:   |            |   | City:  | ST:                       |  |  |  |  |
| Phone:   |  |            |   | Phone:                                       | Fax:                      |  |  |  |  |
| E-Mail:  |  |            |   | E-Mail:                                      |                           |  |  |  |  |
|  |  |            |   |  |                           |  |  |  |  |
| THE PA   | SECTION II – OPIS ID (REQUIRED)  THE PARTIES AGREE TO THE FOLLOWING:                         |            |   |  |                           |  |  |  |  |
|  | Please attach separate document if providing Opis ID information for more than one location. |            |   |  |                           |  |  |  |  |
| OPIS ID: OPIS CONTACT INFORMATION: EMAIL: energytrans@opis.net PHONE: 888 301-2645   |  |            |   |  |                           |  |  |  |  |
| Customer and Merchant acknowledge that the cost components are provided to WEX/EFS by OPIS and that WEX/EFS does not warrant the accuracy of such information, and that such information is reported and used for discount calculation purposes as provided by OPIS. Customer and Merchant expressly assume the risk that any such information is inaccurate or incomplete and are solely responsible for any action or inaction taken in response to any report or data delivered by WEX/EFS in reliance on such OPIS data. |  |            |   |  |                           |  |  |  |  |
|  |  |            |   |  |                           |  |  |  |  |
| SECTION III- TRANSACTIONS  |  |            |   |  |                           |  |  |  |  |
| I THE PA   | THE PARTIES AGREE TO THE FOLLOWING: (Please complete all sections below)                     |            |   |  |                           |  |  |  |  |
| PAYMENT: (Please select one of the following options)  ☐ FUNDED TRANSACTIONS- (WEX/EFS pays Merchant and invoices Customer)  ☐ DIRECT BILL TRANSACTIONS- (Invoicing and payments directly between Merchant and Customer)  Does Direct Bill include cash? ☐ Yes ☐ No  |  |            |   |  |                           |  |  |  |  |
| PRICING: (Please select one of the following options)  Cost Plus Margin \$ OR Cost Minus Margin \$  Cents Off Retail Amount \$  Better of Pricing: Cost Plus Margin \$ OR Cost Minus Margin \$ Cents Off Retail Amount \$  Pricing not applicable  |  |            |   |  |                           |  |  |  |  |
| MERCHANT PAID CUSTOMER FEE: (Please select one of the following options)  \[ \sum \text{No Customer Fee will be paid by Merchant} \]  \[ \sum \text{Merchant agrees to pay ALL of the Customer Fee} \]  \[ \sum \text{Merchant agrees to pay a portion of the Customer Fee: \$\sum \text{LLL}} \]  |  |            |   |  |                           |  |  |  |  |

## Terms:

- 1. References to "WEX/EFS" mean WEX, Inc. and its affiliates, WEX Bank and Electronic Funds Source LLC, as the context may require.
- 2. Merchant provides Customer fuel and/or other products in connection with Customer's business and Merchant directs WEX/EFS to provide service in accordance with the terms of this Authorization Form.
- 3. Direct Bill transactions apply only to the Customer named in Section I above. All other transactions will be paid to Merchant by WEX/EFS via the settlement process and procedures set forth in the applicable merchant services agreement between Merchant and WEX/EFS.
- 4. WEX/EFS will authorize transactions and capture data for all Direct Bill transactions pursuant to the applicable master services agreement between Customer and WEX/EFS. Merchant will be solely responsible to invoice and collect payments for purchases made by Customer with respect to all Direct Bill transactions.
- 5. The Transactions described in Section III above shall apply to all WEX/EFS platforms i.e. EFSTS, EFS LLC and T-Chek platforms.
- 6. When transmitting transaction data to WEX/EFS, Merchant must transmit the non-discounted cash price per gallon.
- 7. MERCHANT is responsible for ensuring that all relevant MERCHANT location-specific components of the OPIS Estimated Cost are accurate and un-to-date
- 8. Customer and Merchant agree that the information contained in this Authorization Form is complete and accurate and that WEX/EFS relies on the quality of information provided by Customer and Merchant to provide service. WEX/EFS shall have no liability arising out of the quality or use of such information or any agreement between Customer and Merchant, and Customer and Merchant waive any right of recovery against WEX/EFS with respect thereto.

Customer and Merchant acknowledge and agrees to the terms of this Authorization Form.

| Customer Authorizing Signature: | Date: | Merchant Authorizing Signature: | Date: |  |
|---------------------------------|-------|---------------------------------|-------|--|
| Oustomer Authorizing Signature. | Date. | Merchant Authorizing Signature. | Date. |  |
|                                 |       |                                 |       |  |
|                                 |       |                                 |       |  |