

Service Provider Terms

1. WEX Program. TruckersB2B, LLC, WEX Inc., and/or WEX Bank (individually and together “we” or “WEX”) maintain credit “Accounts” for “Customers” who may purchase goods or services from you. You agree to honor Customers’ charges on their Accounts (“Transactions”). When a Transaction occurs, we will extend credit to WEX’s Customer on the Customer’s Account and advance the proceeds to you to pay the purchase price. The Customer will repay WEX under its agreement with the Customer (“Customer Agreement”). WEX is not a party to any purchase by a Customer, and WEX is not responsible for any taxes relating thereto. You and/or the Customer are responsible for calculating, collecting, and remitting all applicable taxes. We are not your partner, your fiduciary, or a bank, and any funds we hold are not insured and do not earn interest. You will safeguard all information concerning Customers, Transactions and Accounts that you did not obtain in the ordinary course of your business and not disclose it except to WEX or as required by law. This information is subject to the Privacy Policy found at www.wexinc.com/privacy-policy/ (the “Website”), and you will protect it like your own confidential information. You agree to comply with all applicable privacy laws and to indemnify, defend and hold WEX harmless from and against all liabilities and damages WEX suffers if you do not do so. We own the WEX Program, the Website, and all intellectual property associated therewith, and you may not copy or use them except as permitted in this Agreement.
2. Procedures. Unless otherwise directed, using Auto Integrate you will (a) send WEX all information necessary to process a Transaction by the 7th day after the Transaction, (b) list all goods and services purchased in a Transaction in one document, or (c) perform services and/or ship or deliver goods purchased in Transactions using your regular terms, or as agreed with the Customer. You will not honor an Account we have asked you not to honor. You will observe and comply with all rules that may be established for the WEX Program and preserve all records pertaining to Transactions, Transaction data and Credit Memos (as defined below) for 6 years and permit WEX to examine the same at any reasonable time. Auto Integrate is not affiliated with WEX and we are not responsible for its services or products.
3. Adjustments; Reserves. For any credit, you will (a) provide a “Credit Memo” in a form acceptable to WEX briefly identifying the facts and send a true completed copy to the Customer, (b) send WEX a copy of the Credit Memo when you next present any Transaction, (c) indemnify WEX against all liability, loss, claims and demands arising in connection with the adjustments and copies of Credit Memos and Transaction data given to Customers which differ from the originals.
4. You will not (a) refuse to exchange, return or adjust for a Transaction if such exchange, return or adjustment is permitted for a cash sale, (b) make cash refunds for any Transactions, (c) issue any Credit Memo with respect to goods or services paid for by cash with respect to which an adjustment is allowed. We will establish a reserve if (a) we determine that one is necessary to ensure that sufficient funds are available in the event of chargebacks, reversals and other liabilities, or (b) there occurs (i) adverse changes in your financial condition or payment record with creditors; (ii) excessive rate of chargebacks, reversals, or Customer support issues; or (iii) significant changes in the nature of your business or product lines. We are not responsible for any losses to you caused by the imposition of a reserve.
5. Representations and Warranties. You represent and warrant that (a) for each Transaction, (i) the Transaction represents a bona fide Transaction for goods or services sold in the ordinary course of business for the total Transaction price which is legally enforceable against the Customer without any dispute, offset, right of compensation, counterclaim or reduction; (ii) you have performed or will perform all of your obligations to Customer; (iii) it is, in all respects, in compliance with this Agreement and all applicable laws, rules and regulations, and a true completed copy was transmitted to Customer at the time of the Transaction; (iv) you know of nothing that would impair the collection thereof as against the named Customer; (v) the recipient of the goods or services is an authorized agent of the Customer; and (vi) the Transaction is not a consumer purpose transaction; (b) you will promptly inform WEX in writing of any material delay or default in your performance of any of your obligations to a Customer, any assertion of any dispute by a Customer, any material claims, offsets, rights of compensation or counterclaims by a Customer, or any material adverse information relating to the financial condition of a Customer that you become aware of; (c) you will perform your Transaction obligations strictly in accordance with their terms and will not commit any breach; (d) all statements you make about any Transaction to WEX will be true and correct, and we may rely on such statements and representations; and (e) any goods or services giving rise to a Transaction are as represented to the Customer and no warranties have been made that do not

appear in the Transaction data, nor has the Customer refused any goods or services giving rise to a Transaction.

6. Collections. We have the sole right to receive payments on Transactions we finance unless and until charged back to you, and you will not accept any such payments. You will forward any payments received in kind to WEX. Accordingly, you disclaim any right or title to the Transaction data and assign to WEX all of your right, title and interest in and to all Transaction data. You irrevocably authorize WEX and its designees, at your sole expense, to exercise at any time in WEX's or such designee's sole discretion all or any of the following powers until all of your obligations under this Agreement have been paid in full: receive, take, endorse, assign, deliver, accept and deposit, in WEX's name or yours, any and all cash, checks, commercial paper, drafts, remittances and other instruments and documents relating to Transactions.
7. Payments. You authorize WEX to pay you the unpaid price shown in each Transaction's data, less the Service Fee defined below and any amounts due from you. We will make payments through Mastercard or equivalent virtual credit cards within 1 business day after we receive the Transaction data. You authorize deduct the value of Credit Memos against the net proceeds due to you within 1 business day after receipt. All Transaction data, Transactions, and Credit Memos are subject to our review, verification and acceptance. We may, without notice, credit or debit against the net proceeds due to you correct an error.
8. Service Fee. As compensation for WEX's services, you agree to pay WEX a "Service Fee" of \$2.20 USD (U.S two dollars and twenty cents) of the total amount of all Transactions we accept. The Service Fee will be calculated on the basis of the total amount of the Transactions accepted without adjustment for Credit Memos. We may deduct the Service Fee from amounts we owe you or bill you for it.
9. Disqualified Transactions; Disputes. If we learn of a Customer dispute with you over a Transaction (a "Dispute"), we will give you 10 days to resolve it. If the Customer does not tell WEX of a resolution within the 10 days, you will pay WEX, on demand, the amount we paid or credited for the Transaction, and you will indemnify, defend and hold WEX harmless against, all liability, loss, claims and demands arising in connection with the Dispute. We may charge any Disputed Transaction back to you through the applicable credit card scheme or offset and enforce compensation in respect of the amount of any Disputed Transaction against the net proceeds due to you. For each Disputed Transaction, we will provide to you the Transaction data so you can resolve or otherwise handle the Dispute directly with the Customer. You hereby release and exculpate us, WEX's officers, employees and designees, from any liability arising from any acts under this Agreement or in furtherance thereof whether of omission or commission, and whether based upon any error of judgment or mistake of law or fact, except for willful misconduct. In no event will we have any liability to you for lost profits or other special or consequential damages.
10. Waivers. You waive notices of default or nonpayment, protest or notice of protest, demand for payment and any other demand or notice in connection with any Transaction and consent to all extensions or compromises given any Customer, all without affecting your liability under this Agreement or WEX's right to charge back any Disputed Transactions and Credit Memos to you. You are obligated to pay to WEX all reasonable legal fees and expenses incurred in either enforcing WEX's rights hereunder, being involved in a legal action related hereto, or in responding to legal process concerning you or any Transaction. The exercise of, failure to exercise, or delay in exercising any right or remedy shall not operate as a waiver of any right or remedy. You may not assign this Agreement.
11. Errors; Questions. In case of errors or questions, or to contact us, you should call WEX at 844-WEX-EDGE, email support@wexedge.com, or post inquiries to: WEX Inc., 1 Hancock Street, Portland, ME 04106.
12. Indemnification. You agree to indemnify, hold harmless and defend WEX and its affiliates and their directors, officers, members, shareholders, employees, agents, successors and assigns (collectively, the "Indemnified Parties"), from and against any and all losses, costs, claims, liabilities, damages and expenses, including (without limitation) reasonable attorneys' fees and expenses, arising as the result of (a) any negligence or willful misconduct by you, your employees or agents, (b) any claims regarding intellectual property used by you in connection with a Transaction, (c) any violation by the you, your employees or agents, of any applicable laws, (d) any breach by you of this Agreement, or (e) WEX enforcing your indemnification obligations hereunder. The provisions of this Section 12 shall survive the termination of this Agreement.
13. Term; Termination. This Agreement will terminate 30 days after either of WEX or you notifies the

other in writing of an intention to terminate, although it will continue to apply to all unfulfilled obligations that exist as of the termination date. Upon any termination, you must pay any outstanding balance due to WEX.

14. **Governing Law and JURY TRIAL WAIVER.** This Agreement and all transactions under it shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah. YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION INVOLVING BOTH OF US, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.
15. **DEALER NATIONAL ACCOUNT TRANSACTIONS SUPPLEMENT.** For Transactions of Commercial Tire Program purchases made pursuant to a participating tire manufacturer's "TruckersB2B" national account, notwithstanding the above section 7, you agree for such Transactions to invoice to within 5 days and receive payment from the applicable manufacturer. Service fees specified in section 8 shall not apply. Taxes may be paid by WEX inclusive of such transactions.

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