



VOYAGER FLEET CARD PROGRAM APPLICATION

The creditor and issuer of the Voyager Fleet Card is U.S. Bank National Association ND ("Bank"), through its service provider, Voyager Fleet Systems Inc. ("Voyager").

INSTRUCTIONS:

1. Complete all parts of Section 1.
2. If requesting lines of credit less than or equal to \$50,000.00, complete Section 2.
3. If requesting lines of credit greater than \$50,000.00, read and sign Section 3.
4. Read the terms and conditions on pages 3 and 4.
5. Return all pages of completed application with all additional requested information to Leaseure at fax number: 281-355-9513; **AND** mail to: 440 Benmar Dr., Ste. 3335, Houston, Texas 77060-2964. (phone: 1-866-377-9770)

Section 1 – Business Information				
Legal Name of Business ("Business")			Federal Tax ID Number	
DBA or business name to be embossed on cards. (Please limit to 25 letters and spaces.)			Year Business Started	
Fleet Contact		Title	Phone Number	Fax Number
Business Mailing Address (Physical)		City	State	Zip
\$.00	\$.00			\$.00
Net Annual Sales	Total Assets	No. of Employees	No. of Cards Needed	Estimated Mthly Spend
Industry Category: <input type="checkbox"/> Deliveries <input type="checkbox"/> Manufacturer <input type="checkbox"/> Retail <input type="checkbox"/> Wholesaler <input type="checkbox"/> Services				
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship				
Is Your Business Rated by Dun and Bradstreet? <input type="checkbox"/> Yes <input type="checkbox"/> No D&B #:				
Applications may be expedited by attaching a copy of your Business License, Certificate of Good Standing, Filing with Secretary of State or Tax Return.				
<u>Business Identification Information:</u> In order to comply with the requirements of the USA PATRIOT Act, Bank and Voyager require Business and/or Participant to provide its legal entity name, street address, taxpayer identification number and other information that will allow Voyager to identify each Business and Participant entity prior to establishing an Account for such entity. Bank and Voyager reserve the right to require that Business and Participant promptly provide to Bank and/or Voyager sufficient identification documents upon request in connection with USA PATRIOT Act compliance.				
↑ Briefly describe the nature of your business:				
Do you have an existing relationship with U.S. Bancorp? <input type="checkbox"/> Yes <input type="checkbox"/> No				
↑ If so, what type of relationship?				
Do you conduct business transactions in a foreign country? <input type="checkbox"/> Yes <input type="checkbox"/> No				
↑ If yes, what countries and the nature of business and/or transactions?				

Section 2 – Authorized Officer Application – For credit limits less than or equal to \$50,000.00.				
Authorized Officer must be one (1) of the following or have an ownership interest in the company (check one):				
<input type="checkbox"/> President/Chairman <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Owner/Proprietor <input type="checkbox"/> Partner				
Printed Name of Authorized Officer/Owner:				
Printed Title		Date of Birth	Social Security Number	
Home Address (Physical)		City	State	Zip
I, as the above-named Authorized Officer, (a) request that Bank issue a Voyager Fleet Card ("Card(s)") and account ("Account(s)") to other selected employees/applicants in the future; (b) in connection with Bank's extensions of credit to any cardholder under this Agreement and any Cardholder Agreement provided when the Card is issued and as long as the Account(s) remain open, authorize Bank to verify my employment and income history and all other information I have provided, and to obtain information about me from other creditors, credit bureaus, third parties, and federal or state records for use in assessing my personal credit worthiness in connection with applications for additional Accounts; (c) agree to be jointly and severally liable, as principal and not as surety or guarantor, to repay any and all transactions charged to any and all Accounts, plus interest and other charges, according to the terms of this Agreement; (d) authorize Bank to share information about its experiences with me with Bank affiliates; and (e) agree that Accounts will be used for business purposes and not personal, family, or household purposes.				
Authorized Officer Signature:				

Section 3 – For credit limits over \$50,000.00.	
<p>Along with your application, please attach a copy of the last three (3) years of audited financial statements as well as the most recent interim financial statements if the most recent annual financial statements are more than five (5) months old and a Corporate Certificate of Authority. To expedite your application, please ensure that this application is <u>completely</u> filled out, <u>signed</u> and all requested documents are attached before submitting to Voyager.</p>	
<p>Authorization and Execution: By completing this Voyager Fleet Card Application, Business acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Business has the authority to provide such information and complete such Application; (ii) It requests that Bank establish a Voyager Fleet Card Account in the name of Business and to issue Cards in accordance with the Terms and Conditions of this Application; (iii) Bank will review this Application and may, at its sole discretion and at the terms imposed by it, grant such request, but that Bank is under no obligation to approve such Application; (iv) Business shall be bound by the Terms and Conditions contained herein; and (v) Bank is authorized to investigate, obtain, and exchange reports and information regarding this Application, any resulting accounts and the authorized officer executing this Application, with credit reporting agencies, and others with legitimate business need for such reports or information. If this Application is approved by Bank, at its own discretion, Business acknowledges and agrees that the Terms and Conditions attached to this Application, with the Application information, shall constitute the Terms and Conditions of the Agreement between Business and Bank, which shall become effective on the Effective Date as referenced in the Terms and Conditions.</p>	
<p>Business certifies to Bank that the person executing this Application is authorized by Business in accordance with its organization rules and applicable law to bind Business to the Terms and Conditions of this Application, including the authority to incur debt in the name of the Business. Business certifies that the signer’s authorization to bind Business and incur debt in the name of Business is evidenced by the following:</p> <p><input type="checkbox"/> The Business is publicly traded and the signer is an officer as indicated on Business’ SEC 10-K Form (no additional information needed unless requested).</p> <p><input type="checkbox"/> The signer is an officer of Business and is acting in his or her capacity as an agent of Business. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article or other Corporate Authority to enter into transactions of this nature. Business represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Business to be duly bound by this Agreement (no additional information needed unless requested).</p> <p>If one (1) of the above boxes cannot be checked, or if in the opinion of Bank’s Specialized Underwriting Division further proof of authority is necessary, Business must provide a Corporate Certificate of Authority which complies with Business’ Articles of Organization or Bylaws. Once the Corporate Certificate of Authority is completed, please check the box below and submit the original Corporate Certificate of Authority with this Application.</p> <p><input type="checkbox"/> Business has completed the Bank Corporate Certificate of Authority.</p> <p>By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Business and not in his or her personal capacity, certifies and warrants that all action required by Business’ organizational documents to authorize the signer(s) to act on behalf of Business in all actions taken under this Application and the Terms and Conditions, including but not limited to, (a) the authority to incur Debt on behalf of Business; and (b) each signer is empowered in the name of and on behalf of Business to enter into all transactions contemplated in this Application; and (c) the signatures appearing on all supporting documents of authority are authentic. Business has read, understands and agrees to all Terms and Conditions in this Application and Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Application.</p> <p>In witness whereof, Business has, by its duly authorized signer(s), executed this Application and agrees to the Terms and Conditions. As signer, I have read this Application and have authority to bind Business and agree with the Terms and Conditions, individually and on behalf of Business.</p>	

Dated this _____ day of _____, 200____

↓ (Only if Required) ↓

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)

FOR VOYAGER USE ONLY		
Date of OFAC: _____	Searched by: _____	
TOA: _____	LOC: _____	RC: _____

TERMS AND CONDITIONS

1. **EFFECTIVE DATE.** The terms and conditions of this Application (the "**Agreement**") shall not become effective until Bank has approved the credit of Business and this Application, and Cards have been issued to and Accounts established for Business.
2. **SCOPE OF FLEET CARD PROGRAM.** Upon approval of Application of Business, Bank will issue Cards and establish related Accounts for Business, and if permitted by Bank, any affiliated entity as Business may designate in writing to Bank while this Agreement is in effect ("**Participant**") pursuant to the Fleet Card Program policies and procedures. The Fleet Card Program includes transaction processing, reporting and payment system with respect to purchases of motor fuels and other products and services by commercial and government organization fleet vehicle operations. Business shall be responsible for selecting personal identification number(s) ("**PIN(s)**"), a driver identification number(s) ("**Driver ID(s)**") or vehicle identification number(s) ("**Vehicle ID(s)**") pursuant to the Fleet Card Program. Business shall furnish a list to Bank designating such Participant(s) and business names, if business activities are conducted under a name other than Business' and Business shall have the right to exclude any Participant from the Fleet Card Program upon written notice to Bank. Unless Bank notifies Business to the contrary, or a Card has been terminated as provided herein, all Cards will expire upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement and any Cardholder Agreement provided when the Card is issued, as it may be amended from time to time.
3. **LIABILITY.** Business, and if applicable, Authorized Officer, shall be liable for all Debt incurred or arising by virtue of the use of a Card and/or Account of Business, Participant or any Cardholder. "**Debt**" means all amounts charged to an Account including without limitation all purchases, fees, Finance Charges, and other charges or amounts due that are owed to Bank by Business its Authorized Officer(s), affiliates, Participants, and/or Cardholders.
 - a. **Corporate Liability.** Business is solely liable to Bank for all billed Transactions. This liability structure applies to Credit Limit over fifty thousand U.S. Dollars (\$50,000.00).
 - b. **Joint and Several Liability.** Business and the Authorized Officer are jointly and severally liable to Bank for all billed Transactions. This liability structure applies to Credit Limit less than or equal to fifty thousand U.S. Dollars (\$50,000.00).
4. **FINANCE CHARGES.**
 - a. A Finance Charge can be avoided if Bank receives payment of Business' "**New Balance**" within twenty five (25) days of the statement closing date (the "**Statement Date**"). If Business' New Balance is not paid in full, a Finance Charge will be computed using the Average Daily Balance ("**ADB**") Method resulting in the "**Balance Subject to Finance Charge**". The "**Periodic (monthly) Rate**" is then applied against this amount to arrive at the "**Finance Charge**".
 - b. To arrive at the ADB, Bank will take the beginning balance on Business' account each day, add debits and any new purchases (except in the states of IL, ME, MA, MN, MS, MT, and NM) from the date of posting (if the New Balance is not received), then subtract any payments or credits, returned check fees, and unpaid Finance Charges. The result will be the "**Daily Balance**". Bank will then add all the Daily Balances for the billing cycle and divide by the total number of days in the billing cycle. The result will be the "**Average Daily Balance**". The Finance Charge will be assessed at a Periodic (monthly) Rate for Business' state of mailing address as provided on the Finance Charge Rate Schedule.
5. **BILLING PROCEDURE.** Bank will send to the Business a periodic billing statement (the "**Statement**"), which will itemize all charges for the billing period. The amount shown on the Statement as "**Total Payment Due**" shall be due and payable in U.S. Dollars upon Business' receipt of the Statement.
6. **DELINQUENCY.** An Account will become delinquent unless Bank receives the amount shown on the Statement as Total Payment Due, less any disputed amounts, before the next billing date (approximately twenty five (25) days). Any unpaid portion of the Total Payment Due will be shown on subsequent Statements as the "**Past Due Amount**". In the event of Business' delinquency, Bank may elect to terminate this Agreement immediately upon notice to Business. Whether or not Bank has elected to terminate this Agreement, if any part of the Past Due Amount shown on any Statement remains unpaid at the next billing date (approximately sixty (60) days past the date of the first billing) or at any succeeding billing date, Business also shall pay to Bank a "**Delinquency Fee**" in an amount equal to two and one half percent (2.5%) of any Past Due Amount which has been unpaid for two (2) or more billing dates. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.
7. **DISPUTED BILLINGS.** Disputes regarding charges or billings hereunder shall be communicated in writing to Voyager at P.O. Box 790049, Houston, Texas 77279-0049. Communications should include the Business' and, if applicable, the Participant's name(s) and account number, the dollar amount of any dispute or suspected error and a description of the dispute or error. **Any communication regarding a dispute or suspected error must be received by Voyager within sixty (60) days after the date on the billing statement on which the disputed or incorrect charge first appeared.**
8. **LOST OR STOLEN CARD OR COMPROMISED ACCOUNTS.** Business shall **immediately, upon receipt of such information**, notify Voyager by telephone at 1-800-987-6591, followed with written confirmation, as to any lost or stolen Card, PINs, Driver IDs, or Vehicle IDs. Business shall also **immediately** notify Voyager by telephone at 1-800-987-6591, followed with written confirmation, to cancel a PINs, Driver IDs, or Vehicle IDs. After notification has been made to Voyager to cancel such Card(s), PINs, Driver IDs or Vehicle IDs, use of such Card(s), PINs, Driver IDs or Vehicle IDs are expressly prohibited. Business is liable for the unauthorized use of the Card until Voyager receives written notification of the lost or stolen Card or to cancel the PIN, Driver ID, or Vehicle ID. Business shall not be liable for any purchase, fees, finance charges or other charge incurred or arising by virtue of the use of a Card following receipt by Voyager of notice in writing of such loss, theft or request to cancel a PINs, Vehicle IDs, or Driver IDs. Business agrees to assist Voyager in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of the Card and to comply with such procedures as may be required by Voyager in connection with Voyager's investigation. Voyager is not responsible for controlling the use of a Card, other than as specifically provided herein.
9. **PRICING.** Business shall pay Bank for all Charges, Finance Charges and applicable fees incurred by Business, Participants and/or Cardholders in connection with this Agreement. Bank reserves the right to change pricing upon thirty (30) days prior notice to Business. The following fees apply to this Agreement:
 - a. If any check for payment of an Account is returned unpaid, Bank may charge a returned check fee ("**Return Check Fee**") of the lesser of fifteen U.S. Dollars (\$15.00) or the maximum determined by law in your state of mailing address.
 - b. Finance Charge as provided in Section 4.
 - c. Delinquency Fee as provided in Section 6.
 - d. Foreign Currency Conversion Fee. Bank will charge a foreign currency conversion fee of two percent (2.0%) for transactions made outside the United States and the Statement will reflect the conversion into U.S. Dollars of transactions that have occurred in a different currency and an applicable exchange rate for such conversions.
 - e. Account set up fees, Monthly Card fees, and/or Additional Reporting Fees, if any, are on Addendum A, attached hereto and incorporated herein by this reference.
 - f. Failure of Bank to apply any fee or charge outlined in this Agreement at any time does not prohibit Bank from ever applying such fee or charge.
10. **CONFIDENTIALITY.** Bank considers the Fleet Card Program to be a unique service involving proprietary information of Bank. Business agrees that the Fleet Card Program reports, manuals, documentation, systems, processes and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Business, and only to the extent necessary for Business to participate in the Fleet Card Program. Bank agrees that it will maintain all non-public data relative to Business' account(s) under the Fleet Card Program as confidential information and Bank agrees to use such data regarding Business exclusively for the providing of services to Business' hereunder and not to release such information to any other party; provided, however, that Bank must disclose transaction information to merchants and third party processors and Bank may collect, maintain and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Business. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Fleet Card Program.
11. **TERM, TERMINATION AND SUSPENSION.**
 - a. This Agreement shall remain in full force and effect for an initial term of three (3) years from the Effective Date of this Agreement, and shall continue thereafter until terminated by Business, Bank or Voyager upon thirty (30) days prior written notice to the other party. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement.
 - b. Notwithstanding the foregoing, Bank shall have the right to terminate this Agreement immediately, by written notice of such termination to Business, upon any one (1) or more of the following events: (i) dissolution or liquidation of Business; (ii) insolvency of Business or the filing of a bankruptcy or

insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors or Business enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Business; or (iv) any failure to perform a material obligation of this Agreement.

c. Upon termination of this Agreement for any reason, Business shall collect Cards and ensure their destruction. Business, and Authorized Officer if applicable, shall remain liable for all purchases, fees, Finance Charges and other charges incurred or arising by virtue of the use of a Card prior to the termination date.

d. Bank shall have the right to suspend any and all services and obligations under Agreement to Business in the event that: (i) Business has breached any term of this Agreement; (ii) the amount due from Business, as the result of purchases, fees, Finance Charges and other such charges, in the aggregate, exceeds the Credit Limit or Credit Line; or (iii) Bank may suspend any and all services and obligations under this Agreement to Business in the event that payment is not received by Bank within ninety (90) days after any Statement Date.

e. Rights, obligations or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

12. INDEMNIFICATION.

a. Except to the extent that any injury is due to Business' or a Participant's negligent acts or omissions, Bank shall indemnify and hold Business and Participants harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Bank, its agents, employees and subcontractors. Bank shall indemnify and hold Business and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

b. Except to the extent that any injury is due to Bank's negligent acts or omissions, Business shall indemnify and hold Bank harmless against all losses, damages, costs, expenses and liability which may result in any way from any negligent or wrongful act or omission of Business, its agents, employees and subcontractors. Business and Participants shall indemnify and hold Bank harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright or other proprietary right arising out of or incident to this Agreement.

13. LIMITATION OF LIABILITY. IN NO EVENT SHALL BUSINESS, PARTICIPANT(S), BANK, VOYAGER, OR ANY AFFILIATE OF BANK BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

14. WARRANTIES. Business warrants the truth, completeness and accuracy of the following in connection with this Agreement: (i) the financial information and all other information provided to Bank; (ii) this Agreement is a valid, binding and enforceable agreement; (iii) the execution of this Agreement and the performance of its obligations are within Business' powers, has been authorized by all necessary action and does not constitute a breach of any agreement of Business with any party; (iv) Business has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Fleet Card Program; (v) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Business possesses the financial capacity to perform all of its obligations under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement and Bank will have the right, upon notice to Business, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. Bank hereby disclaims any and all warranties with respect to goods and services purchased with our Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose. This warranty and damages disclaimer shall apply whether Bank acts as card issuer, arranger of third party credit, or otherwise.

15. FINANCIAL INFORMATION. Business shall deliver to Bank, when requested, and as soon as available, and in any event not later than ninety (90) days after the completion of the audit, Business' audited financial statements prepared by independent certified public accountants selected by Business. The Business authorizes Bank to obtain, from time to time, from any other source, including an affiliate of Bank, any credit or financial information on Business held by such source. Business further agrees to provide to Bank from time to time, other such information regarding the business, operations and financial condition of Business as Bank may reasonably request.

16. CREDIT LIMITS AND CREDIT LINE. Based on the available financial information of Business and, if applicable, Authorized Officer, Bank shall establish a Credit Limit for each Account and an aggregate Credit Line for all Accounts established for Business pursuant to this Agreement. Bank, at its sole discretion, shall have the right to revise Credit Limits on individual Accounts and/or the aggregate Credit Line for all Accounts. Should Bank elect to exercise either of these rights, Bank shall provide notice to Business of any decrease in a Credit Limit and/or Credit Line that results in a revised Credit Limit and/or Credit Line that is lower than the current amount due on the Account and Business shall have ten (10) days to make a payment to Bank on the Account that is sufficient to reduce the outstanding amount due for such Account to an amount that is less than the revised Credit Limit and/or Credit Line. Bank, at its sole discretion, has the right to revise Credit Limits, the Credit Line and/or limit spending activity on any Accounts. "Credit Limit" means the maximum amount of Debt that can remain outstanding and unpaid on an Account. "Credit Line" means, with respect to all Accounts, the maximum aggregated amount of Debt that can remain outstanding and unpaid on all Accounts of Business.

17. CHANGE IN TERMS OF THE AGREEMENT. Bank may change the terms of this Agreement at any time by giving Business notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If you do not accept the changes, you must notify Bank in writing within twenty-five (25) days after the effective date of the changes. You also must pay Bank in full, according to the terms of the existing Agreement, and return the Cards to Bank cut in half. Use of the Card(s) or Account(s) after the effective date of the change constitutes acceptance of the change, even if the twenty-five (25) days have not passed.

18. REGISTERED MARKS AND TRADEMARKS. Business has no right, title or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark or trademark owned or licensed by Bank.

19. NOTICES. Except with respect to notices relating to the status of individual Cards which may be established in writing between Bank and Business or a Participant, all notices, requests and other communication provided for hereunder must be directed to the other Party at the respective addresses indicated herein and, unless otherwise specified herein, must be in writing, postage prepaid or hand delivered. Either Party may, by written notice to the other, change its notification address.

20. GOVERNING LAW. The validity, interpretation and performance of this Agreement will be controlled by and construed under the laws of the State of North Dakota (without giving effect to the conflict of law principles thereof) and applicable federal laws.

21. EMPLOYMENT OF AGENTS. Bank may, in its sole discretion, employ Voyager as its agent to perform part or all of its obligations under this Agreement at any time without the consent of Business; provided, however, that such action shall not affect its obligations to Business hereunder.

22. FLEET CONTACT. The Fleet Contact listed on the Fleet Card Application is authorized to provide us with the information necessary to establish your Account records and Cards, including, but not limited to, PINs, Vehicle IDs, Driver IDs, and related information. Bank is authorized to send all Account information and Cards produced to the Fleet Contact's attention. Business may, at any time, by written notice to Bank, change its Fleet Contact or designate a different Fleet Contact than is listed on the Fleet Card Application.

23. ASSIGNMENT. This Agreement and any and all rights and obligations associated with the same may be assigned without prior notice to Business. All of Bank's rights under this Agreement shall also apply to any Assignee of this Agreement. Business may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, operation of law, or otherwise, without the prior written consent of Bank.

24. CUSTOMER SERVICE. Business may contact Voyager's customer service center 24/7 at 1-800-987-6591 for Fleet Card Program customer service.

25. SEVERABILITY. Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.