corporate billing

cbCharge

cbCharge is the **FAST** and **EASY** way to process payment transactions, while connecting you to more fleets so you can grow your business

cbCharge BENEFITS

- ☑ **FAST PAYMENTS** on Fleet Repairs
- ☑ **GUARANTEED** Payment
- ☑ **INSTANT ACCESS** To Fleets That Pay With cbCharge
- ☑ **INCREASED** Cash Flow
- ☑ **NO** Billing, Credit, Collection Expenses
- ☑ **GROW** Your Fleet Repair Sales
- ☑ **FREE CREDIT** to fleets that can be used at Participating MAACO Locations

It's **FAST** and **EASY** to signup online!

WWW.CBCHARGE.COM

Phone 256.584.3625

cbCharge MERCHANT APPLICATION

Email INFO@CBCHARGE.COM **Fax** 256.584.3685
Mail PO BOX 1726 DECATUR, AL 35602

Legal Name: _____

Trade Name: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Payment Address: _____

City: _____ State: _____ Zip: _____

A/R Contact Name: _____

A/R Email: _____

A/R Phone: _____

Tax ID #: _____

MERCHANT AGREEMENT

Signed By: _____

Printed Name: _____

Title: _____

This application and the "Terms" on the reverse side form a contract between the Merchant named above and Corporate Billing, LLC, an Alabama limited liability company ("we" or "us"), concerning your participation in our CB Charge program. By submitting this application, you verify you have read and agree to the Terms.

CB CHARGE TERMS

1. CB Charge Program. We 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 our Customer on the Customer's Account and advance the proceeds to you to pay the purchase price. The Customer will repay us under our agreement with the Customer ("Customer Agreement"). Neither we nor any Transaction aggregator (an "Aggregator") is a party to any purchase by a Customer, and you are responsible for any taxes relating thereto. 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 us, to any Aggregators assisting you and us in completing a Transaction, or as required by law. This information is subject to the Privacy Policy found at www.cbcharge.com (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 us harmless from and against all liabilities and damages we suffer if you do not do so. We own the CB Charge 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. You will (a) send us or the Aggregator all information necessary to process a Transaction by the 3rd day after the Transaction, (b) list all goods and services purchased in a Transaction in one document, (c) ship or deliver goods purchased in Transactions using your regular shipping or delivery terms, or as agreed with the Customer, or (d) in the case of an Aggregator-managed Transaction, send the invoice to the Aggregator and not disclose pricing to the Customer unless we direct otherwise. You will not honor an Account we have asked you not to honor. You will observe and comply with or rules for CB Charge and preserve all records pertaining to Transactions, Transaction data and Credit Memos for 6 years and permit us to examine the same at any reasonable time.

3. Adjustments; Reserves. For any credit, you will (a) provide a "Credit Memo" in a form acceptable to us briefly identifying the facts and send a true completed copy to the Customer, (b) send us or the Aggregator a copy of the Credit Memo when you next present any Transaction, (c) indemnify us 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. 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.

4. 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 us 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 us or an Aggregator 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.

5. 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 us. Accordingly, you disclaim any right or title to the Transaction data and assign to us all of your right, title and interest in and to all Transaction data. You irrevocably authorize us and our designees, at your sole expense, to exercise at any time in our 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 our name or yours, any and all cash, checks, commercial paper, drafts, remittances and other instruments and documents relating to Transactions.

6. Payments. You authorize us 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 electric funds transfers ("EFTs") via automated clearing house ("ACH") credits within 1 business day after we receive the Transaction data. You authorize us to process Credit Memos via ACH debits to your account within 1 business day after receipt. All Transaction data, Transactions, deposit slips, Credit Memos and credits and debits to your account are subject to our review, verification and acceptance. We may, without notice, credit or debit your account to correct an error. The authority for ACH credits and debits shall remain in full force and effect until you terminate it in writing, in a time and manner affording us the opportunity to act thereon, or until 10 days after we notify you in writing of our termination of the ACH arrangement. On termination of the ACH arrangement, your right to use the CB Charge Program shall terminate.

7. Service Fee. As compensation for our services, you agree to pay us a "Service Fee" of 3% of the total amount of all Transactions we accept. We may adjust the Service Fee any time upon 30 days' written notice. he 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.

8. 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 us of a resolution within the 10 days, you will pay us, on demand, the amount we paid or credited for the Transaction, and you will indemnify, defend and hold us harmless against, all liability, loss, claims and demands arising in connection with the Dispute. We will have no duty to determine the merits of any Dispute. We may charge any Disputed Transaction back to you and offset and enforce compensation in respect of the amount of any Disputed Transaction against the net proceeds due to you, and we may debit your account for the amount thereof. 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, our 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.

9. 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 our right to charge back any Disputed Transactions and Credit Memos to you. You are obligated to pay to us all of our reasonable legal fees and expenses incurred in either enforcing our 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.

10. Errors; Questions. In case of errors or questions, or to contact us, you should call us at (256) 584-3600 or write us at Corporate Billing, LLC; 239 Johnston St SE; Decatur, AL 35602; Attn: Credit Department.

11. Indemnification. You agree to indemnify, hold harmless and defend us and our 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) us enforcing your indemnification obligations hereunder. The provisions of this Section 12 shall survive the termination of this Agreement.

12. Term; Termination. This Agreement will terminate 30 days after either of us notifies the other in writing of an intention to terminate, although it will continue to apply to all unfulfilled obligations of either of us that exist as of the termination date. Upon any termination, you must pay any outstanding balance due to us.

13. Governing Law, Jurisdiction 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 Alabama. Any court action shall be brought in state or federal courts in Morgan County, Alabama, to whose jurisdiction you hereby submit. YOU AND WE WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION INVOLVING BOTH OF US, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14. Language. It is the express wish of the parties that this Agreement and all documents, notices, waivers, consents and other communications, written or otherwise, between the parties under or in connection with this Agreement be in the English language. Les parties aux présentes ont expressément demandé que cette convention et, tous les documents, avis, renonciations, consentements et autres communications, écrits ou autrement, entre les parties en vertu de cette convention ou s'y rapportant soient en langue anglaise.

15. ACH Debit Authorization. You authorize us to debit your account for any fees, charges, or other amounts due under this Agreement, including but not limited to error corrections, service fees, chargebacks for disputed transactions, and legal and other fees.