



**RELAY PAYMENTS INC.
CORPORATE ACCOUNT/AFFILIATE PROGRAM**

Last Updated: November 12, 2025

These Corporate Account Program Terms (the “**Corporate Account Terms**” or “**Account Terms**”) serve as a supplement to the Platform Agreement and are hereby incorporated into and made part of the Platform Agreement between Relay and you. The terms “**we**”, “**us**” and “**our**” refer to Relay Payments Inc. The terms “**you**” and “**your**” refer to the User.

1. Definitions and Interpretation.

a. Account Currency. The currency designated by us for a given Corporate Account. For the avoidance of doubt, all Corporate Accounts will be designated in United States Dollars unless otherwise indicated.

b. AML/Sanctions Laws. All applicable laws relating to client identification, the prevention of money-laundering, terrorism, the use of proceeds of crime, economic or political sanctions, and any other similar matter, including but not limited to, the Bank Secrecy Act, the USA PATRIOT ACT and their implementing regulations.

c. Applications. Proprietary software, applications and/or Materials accessed through our digital platforms or through any of our third party vendor sites and any related services used to provide the Services or any web-based applications accessed via a Website and/or the programs and data files provided by us for use on a computer in connection with the Services an any other applications including proprietary applications or third party vendor applications we may use or offer from time to time.

d. Authorized User. Any person or entity, including any Personnel, with your actual, implied or apparent authorization to use the Services and/or Applications.

e. Billing Statement/Reporting. The official invoice provided to you and/or an Accountholder which identifies each Transaction on a Merchant by Merchant basis posted during the billing cycle, the date of each Transaction and the applicable fees and charges, payment amount due and payment due date.

f. Business Day. Any day other than a Saturday, Sunday, or a bank or public holiday as defined by the Federal Reserve Bank of the United States of America.

g. Corporate Account. Each account that we open for you with respect to a Service.

h. Corporate Personnel Account or Personnel Account. A sub-account of your Corporate Account, which is set up by us for each Personnel (at your request) for reporting and/or billing purposes.

i. Employee Misuse. Use of a Corporate Account or Personnel Account where: (i) the person or entity using the Corporate Account or Personnel Account is your employee, contractor or agent; (ii) that person or entity has actual, implied or apparent authority to use the Corporate Account or Personnel Account; and (iii) that use does not benefit you directly or indirectly.



j. Fraud. Misuse or theft of User information by individuals or entities that are not your authorized employees or agents that involves, but is not limited to, account takeover, counterfeit cards, lost/stolen cards, fraudulent card not present Transactions, fraudulent or otherwise unauthorized RelayCodes, skimming, database hacking, franchise software hacking or phishing.

k. License. A non-transferable, nonexclusive, worldwide, revocable, limited license to access and use the Applications and any related services, in a manner intended for authorized use, and to the extent authorized by us.

l. Losses. Any and all liabilities, losses, damages, costs, charges, expenses, including any actions or expenditures required by law or regulations, reasonable legal, auditor and other fees, and costs.

m. Materials. The software, user identification codes, passwords, codes, keys, test keys, security devices, authenticators, personal identification numbers, embedded algorithms, digital signatures and certificates, other similar devices and information, User Documentation and any documentation we provide to you in connection with the Services.

n. Notifiable Event. Any actual or suspected loss or theft of credentials for the Corporate Account or any Personnel Account or any actual or suspected Unauthorized Use or Fraud.

o. Personnel. Your employee, independent contractor, or any other person or entity whom you designate and whom we approve to receive a Personnel Account. If you or a Personnel establishes a Personnel Account and makes it available for use by another party, that person will also be considered an Accountholder.

p. Program Administrator. One or more individuals designated by you as our primary contact for the Corporate Account who is authorized by you to take actions necessary or appropriate to maintain the Corporate Account and any Personnel Account, including designating persons to receive a Personnel Account, receiving communications from us relating to the Corporate Account and any Personnel Accounts, requesting the closure of the Corporate Account or any Personnel Accounts and otherwise communicating with us with respect to any Account.

q. Program Data. Any Applications, Materials, data, technical assistance, training and related technical data and any media in which any of the foregoing is contained.

r. Unauthorized Use. Use of a Corporate Account or Personnel Account where: (i) a person or entity using the Corporate Account or Personnel Account is not your authorized employee or agent; and (ii) that person or entity does not have actual, implied or apparent authority to use the Corporate Account or Personnel Account; and (iii) that use does not benefit you directly or indirectly.

s. User Documentation. Any written information we may provide to you, including information in electronic format, as amended from time to time in writing, which contains instructions regarding the use of a Service.



2. Overview.

a. Scope. The Account Terms set forth the terms and conditions that govern your access to and use of your Relay Account and the services described herein (the “**Services**”) to establish a Corporate Account and any Personnel Accounts to enable Personnel to purchase fuel and other related goods and services (collectively, “**Transactions**”). By accessing the Services, you consent to (and shall cause your Personnel to consent to) these Account Terms and the Platform Agreement, which is hereby incorporated by reference. Capitalized terms that are not defined in the Account Terms have the definitions provided in the Platform Agreement.

b. Overview of Fuel Services. With our corporate account services, you are allowed to open a Relay Account for your business purposes. Upon your request, we may provide you one or more of the following services in accordance with the Platform Agreement (including these Account Terms): (i) a “parent-child” account program; (ii) any other account program that we may offer to you from time to time; and (iii) the ancillary services set described in your Order Form, which is part of these Account Terms (each of (i) to (iii) a “**Service**” and together, the “**Services**”).

c. Authorization. You may begin using a Service once: (i) we have approved that use; (ii) we have received all duly executed documents that we may require; and (iii) you have successfully completed any testing or training requirements. Whenever you use a Service, you agreed to be bound by the Agreement (including these Account Terms, as amended from time to time) and to follow the procedures in the applicable Materials (as defined below).

d. Modifications. Subject to Applicable Law, we reserve the right to make changes to the Account Terms at any time and in our sole discretion. If we do make changes to these Account Terms, we will provide notice to you of such changes by posting the revised Account Terms through the Relay System, by e-mail and/or by updating the Account Terms on our website (and we will indicate at the top of these Account Terms the date the Account Terms were last updated). You agree to receive notifications through the described means and you understand and agree that your continued use of the Relay System, our website, mobile application, the Relay Products, or any related services after we have made any such changes constitutes your acceptance of the revised Account Terms. If you do not agree to any revised Fuel Terms, you must immediately stop using the Relay System, the Relay Products, our website, our mobile application, or any of our related services.

3. Our Obligations.

a. Corporate Account. We will establish a Corporate Account (referred to as the Relay Account in the Platform Agreement) upon your execution of the Platform Agreement. The Corporate Account will enable you to process payments, generate a RelayCode, reserve services, load funds to be transferred as payment, or otherwise track and manage Transactions processed via the Relay System.

b. Personnel Accounts. Upon your request, we will issue a Relay Account to your designated Personnel that are sub-accounts to your Corporate Account (each, a “**Personnel Account**”). You may provide these Personnel Accounts to your Personnel. All Transactions made on a Personnel Account are considered authorized by you.

c. Qualifications. We are only responsible for performing the Services expressly provided for in the Agreement. We may, in connection with providing the Services to you,



receive fees and commissions from third parties. We may contract with outside vendors in relation to performing the Services, however we will remain responsible for their performance of any Services under this Agreement.

d. Compliance with Law. We will provide the Services in a manner which is materially compliant with all laws to which we may be subject (including all AML/Sanctions Laws, and Data Protection Laws). We represent and warrant to you on and as of each day on which we provide a Service to you that our performance of our obligations does not materially violate any law applicable to us.

e. OFAC. We will implement reasonable protocols to decline attempted Transactions that would violate Sanctions, or that would result in a violation by any person (including any person participating in the Transaction) of Sanctions. We will monitor activity on your Accounts for activity that may be expected to lend, contribute or otherwise fund any activities of a business or person in countries subject to Sanctions and may review such activity with you as may be necessary.

f. External Fraud. We will assume the financial liability for Fraud, including Unauthorized Use, subject to Sections 7(b) and 8(c), if you or any of your Personnel, as applicable, have not authorized or participated in the specific Transaction and you give us notice as soon as practicable but not later than 60 calendar days after you receive or have access to, the Billing Statement on which the Transaction occurs or the Business Day after discovery of the Fraud, whichever is earlier. We will maintain tools to monitor and mitigate Fraud.

g. Internal Fraud. We are not responsible for internal fraud or collusion, including misuse by Personnel.

h. Limitation on Account Usage. We may from time to time restrict the use and/or distribution of your Corporate Account or Personnel Accounts in specified jurisdictions. We will provide you with advance written notice of any such restrictions wherever possible. You agree that you will comply with any such restrictions. In addition, we will offer certain restriction and control options that will allow you to place limitations on your Corporate Account or Personnel Accounts, including, but not limited to: RelayCode authorization limits; location limits; and gallon limits. We will ensure that such options are flexible and can be adjusted on a real-time basis by the Program Administrator.

4. Your Obligations

a. Use of Accounts. You must use, and you must ensure your Personnel uses, the Corporate Account and Personnel Account, as applicable solely for your business purposes in accordance with the terms of the relevant Service.

b. Management of the Services. You must actively manage, monitor and review your program activity, reporting, Transactions and Services. Unless you have affirmatively opted out in a signed, written notice to Relay, you agree to use the fraud prevention control tools that we may provide from time to time.

c. Obligation to Pay. Except for an Unauthorized Use that has been properly reported to us (when such a report is necessary), you must pay for each Transaction, regardless of its purpose. In addition, you must pay our fees and charges as set out in the Order Form currently in effect for you.



d. Status of Personnel. You represent and warrant to us that each Personnel is currently an employee of yours, the Company or your affiliates or an agent or contractor of yours, the Company or your affiliates. Each Personnel will be acting as your agent in connection with the receipt of the Services by you. If a Personnel ceases to be an employee, contractor, or agent of yours or of your affiliates or otherwise becomes ineligible to use the Corporate Account or a Personnel Account, you must immediately inform us and use commercially reasonable efforts to revoke such Personnel's credentials and rights to access your Corporate Account or Personnel Account, as applicable. This is the sole responsibility of the Corporate Account holder.

e. Your Ability to Perform Your Obligations. You must promptly furnish such financial and other information as we request, or which has not been already publicly filed, for the purpose of reviewing your ability to perform your obligations to us. You represent and warrant to us that, on the date of the Agreement and on each day that you use the Services or provide any information, all such information about you, your employees, your contractors and your agents is true, accurate and complete.

f. Appointment Of and Change in Program Administrator. You shall designate in writing a Program Administrator(s). You acknowledge that the Program Administrator(s) is/are authorized to manage all changes to your Corporate Account and any Personnel Accounts. You assume and accept all responsibility for the actions, authorized or unauthorized, of your Program Administrator. You must give us prompt written notice upon any Program Administrator being added, replaced or removed.

g. Security of your Data. You are responsible for protecting and maintaining the security and confidentiality of your data and the data of your Personnel (including any and all user IDs, passwords and personal identification numbers (PINs) issued in connection with a Service), for ensuring that it is adequately backed-up and that no person makes such data available to any other person or for any unauthorized purpose. We are not responsible for your loss of your data or the data of your Personnel that is not maintained on our or our vendors' systems. We are not responsible for any sharing of login information and/or passwords of and between your Personnel, contractors, or agents of yours or your affiliates.

h. Compliance with Law; Use Restrictions. You must comply, and you must ensure that your Personnel and all Transactions comply, with all laws to which you, that Personnel or that Transaction may be subject, including all AML/Sanctions Laws and Data Protection Laws. You must do all things and provide all information which we or our FI Partner may request from you to allow us to comply with our obligations under any AML/Sanctions Laws, including (if necessary) providing us with any information required to establish and verify the identity and background of any Personnel. You represent and warrant to us on and as of each day on which we provide a Service to you that your performance of your obligations does not and will not violate any Applicable Law or facilitate illegal or prohibited transactions, including those actions deemed a Prohibited Use.

i. OFAC Covenant. You covenant that you will not use or permit any Personnel to use, any Corporate Account or Personnel Account to transact, lend, contribute, or otherwise make available funds to any Subsidiary, affiliate, joint venture partner or other individual or entity ("**Person**"), to fund any activities of or business with any Person in Cuba, Iran, North Korea, Sudan, Syria, or in any country or territory, that, at the time of such funding, is the subject of any Sanctions, or in any other manner that will result in a violation by any Person (including any



Person participating in the transaction, whether as advisor, investor or otherwise) of Sanctions. For the avoidance of doubt, the Corporate Account and Personnel Account may only be used for Services in the United States of America.

j. Binding on Participants. If you are Personnel of the Authorized User, you agree and acknowledge that the Authorized User has executed the Platform Agreement for and on behalf of you, and that by using the Services, you agree to be bound by all provisions of the Platform Agreement, including these Account Terms, and authorize the Authorized User to take any and all actions on your behalf in respect of the Platform Agreement, including entering into these Account Terms on your behalf.

k. Approvals. In addition to any approvals you are required to obtain as set forth these Account Terms to comply with legal process and law enforcement requirements, you must obtain any governmental or regulatory mandated approvals necessary for you to use the Services, including any labor relations related approvals.

5. Additional Covenants

a. Transaction Limits and Account Controls. You acknowledge and understand that we and our FI Partner may establish other limitations or restrictions on your access to or use of Services, including with respect to the volume and frequency of Transactions, the types of Transactions that can be initiated through the Relay mobile app, and the number of Authorized Users and/or Personnel associated with your Corporate Account or any Personnel Account. You acknowledge and agree that you will comply with all limitations and restrictions applicable to your access to and use of the Services. The limit for each Transaction will be the lesser of an amount set by Relay, our FI Partner, or you, provided that any such Transaction limit established by you will not exceed any Transaction limit established by Relay and/or the FI Partner or the balance in your Corporate Account or in the applicable Personnel Account, and in no event will any such Transaction limit exceed the maximum amount of five thousand dollars (\$5,000.00).

We and our FI Partner reserve the right to (i) decline to authorize any charges that would cause you to exceed any applicable limit, (ii) decline to authorize charges at merchants characterized by us as prohibited or restricted merchants, and/or (iii) decline to authorize charges, reverse charges, and/or suspend your access to the Services for security or any other reason, including for violation of the Platform Agreement, these Account Terms, or for suspected Fraud.

b. Taxes. You hereby acknowledge and agree that you will be responsible for paying any sales, use, goods and services, value added, transfer, property or other taxes, any tax in the nature of a withholding tax and any duties payable in respect of the fees due in connection with any Transaction entered into by you, your Program Administrator, any Authorized User or any Personnel. You further acknowledge and agree that we are not responsible for, and shall have no duty to you for, generating an International Fuel Tax Agreement report and any tax obligations you may incur for operating and obtaining fuel in multiple jurisdictions.

6. Merchants.

a. Disputes with Merchants. Relay and our FI Partner are not responsible for the delivery, quality, safety, legality, or any other aspect of products or services that you, your Personnel or any Authorized User purchases in connection with your access to and use of the



Services, the Corporate Account or any Personnel Account. If you have a dispute regarding the product or service purchased in connection with a Transaction, you will contact the Merchant directly in an effort to resolve the dispute. You will report, through your Relay Account, any Disputed Transaction as soon as possible, but in no event more than thirty (30) calendar days after such Disputed Transaction posts to your Relay Account. You will ensure that your report contains sufficient detail regarding the Disputed Transaction and you will provide any additional information requested or required by Relay or our FI Partner in connection with the Disputed Transaction.

b. Authorization for Transactions. A Merchant may seek authorization from us before completing a Transaction. If you advise us in writing that you wish to prevent Transactions from Merchants falling within certain categories we designate in our User Documentation, we will take reasonable steps to prevent authorization of Transactions from these types of merchants. However, we will not be liable to you if any Merchant nonetheless accepts payment using funds from your Corporate Account or any Personnel Account for other types of Transactions or if authorization for a Transaction is not given. We may also refrain from authorizing a Transaction for any reason whatsoever in our reasonable discretion.

7. Statements and Disclosures

a. Accessibility of Reporting. For each month there is activity in the Corporate Account or any Personnel Account, we will provide to the Program Administrator a Billing Statement for centrally or corporate billed accounts identifying each Transaction posted during the billing cycle and the date of the Transaction and the outstanding balance. The reporting will also list any applicable fees and charges for a Service. The Program Administrator will have the ability in the online application tool to review and sort all Personnel activity on a daily basis.

b. Review of Reporting. Once you receive, or have access to, reporting, you must review it and notify us by telephone (using the appropriate telephone number set out in the Billing Statement), electronic mail or other method that may be agreed upon by you and us, of any Transaction appearing on that Billing Statement which you consider may have resulted from any Fraud, including Unauthorized Use. You must give us this notice as soon as practicable but, in any event, not later than thirty (30) calendar days after you receive the Billing Statement. If you opt to have individual statements sent to individual Personnel, you must ensure that each relevant Personnel complies with the provisions of this [Section 7\(b\)](#). Subject to the requirements of any Applicable Laws, if you do not (or if a relevant Personnel does not) give us notice in accordance with this [Section 7\(b\)](#), we will not be liable for refunding any amounts relating to that Transaction.

c. Electronic Disclosures. You agree that we will provide or make available reporting and any other disclosures or information by electronic means, including by way of electronic mail, our website or on your Corporate Account or Personnel Account.

8. Unauthorized Use

a. Unauthorized Use. We may refrain from authorizing any Transaction if (i) we suspect that the Transaction is or might be fraudulent or unlawful or for the purpose of any fraudulent or unlawful activity; (ii) we suspect that the Transaction constitutes or might constitute Unauthorized Use; or (iii) to authorize that Transaction would cause us to breach Applicable Law.



b. Failure to Authorize. Subject to Applicable Law, we will not be liable to you if we or any other party fails to authorize or declines any Transaction for any reason. If a Transaction is not authorized or declined, you may seek, and we will provide, reasonable assistance in investigating and resolving the declined or unauthorized Transaction.

c. Reporting a Loss, Theft or Unauthorized Use; Assisting with Investigations. If you become aware of any Notifiable Event, including actual or suspected loss or theft of the credentials to the Corporate Account or any Personnel Account or any actual or suspected Fraud, including Unauthorized Use, you must notify us. You must ensure that, if any Personnel or Authorized User becomes aware of any Notifiable Event, that person notifies us.

Any notice to be given by you, a Personnel or any other Authorized User must be given to us as soon as practicable but in any event no later than the Business Day after discovering the Notifiable Event, provided that if a Notifiable Event is discovered on a Billing Statement, Section 7(b) will apply. The notice must contain as much information relating to the Notifiable Event as the person giving the notice is able to provide.

Upon a Notifiable Event occurring, you must provide us, and you must ensure that each relevant Personnel or other Authorized User provides us, with such information and assistance as we may request to: (i) investigate that Unauthorized Use; and (ii) (to the extent applicable or required by any relevant Data Protection Laws) communicate the fact of that Unauthorized Use to the relevant Personnel or other Authorized User.

If we receive notice and assistance in accordance with this Section 8(c) (including obtaining any witness statement or similar written, signed statement which we may require from any relevant Personnel, Authorized User or other users of a Service), then you will not be liable for Transactions resulting from the Notifiable Event. If we do not receive notice or assistance in accordance with this Section 8(c), we may not refund any amounts relating to that Unauthorized Use.

9. User Representations and Warranties.

a. You have advised each Program Administrator, each Personnel with access to a Personnel Account and each Authorized User of your and their obligations under these Account Terms.

b. With respect to each Transaction initiated, you hereby represent and warrant to us and our FI Partner that: (i) such Transaction is for a business and commercial purpose and is not for a personal, family, or household purpose, complies with Applicable Law, will not cause you to violate any limitation or restriction applicable to your access to and use of the Services, and is otherwise permitted under the Platform Agreement or these Account Terms; (ii) you maintain good and available funds in your Corporate Account or Personnel Account, as applicable, sufficient to cover the total amount of such Transaction; and (iii) your access to and use of the Services has not been suspended or terminated.



10. Term and Termination

a. Term. This Agreement shall commence on the Effective Date and shall remain in effect until you terminate the Platform Agreement or the Account Terms as set forth herein.

b. Termination By Us Upon Specific Events. In addition to our termination rights set forth in the Platform Agreement, we may, to the extent permitted by Applicable Law, terminate the Agreement or any Service in respect of the Company and/or any Personnel, or withdraw or suspend the Corporate Account or any Personnel Account, with immediate effect (in which case we may send you notice of termination, withdrawal or suspension) if any of the following occurs:

i. You breach any other term or condition of the Platform Agreement or these Account Terms, including any representation, warranty or failure to deliver information.

ii. You enter or are placed into liquidation, insolvency, administration, receivership, administrative receivership, bankruptcy, reorganization, judicial management or any other similar procedure (other than in the context of a solvent re-structuring), or any step is taken to do so, or you cease to carry on all or a substantial part of your business or dispose of all or a substantial part of your assets.

iii. You fail generally to pay your debts as they become due.

iv. You initiate or enter into any composition or arrangement with your creditors.

v. You experience a material adverse change in your financial condition or your ability to perform your obligations under the Agreement.

vi. You undergo a change of control which, for this purpose, means any person who held more than 50% of the voting rights or control in the relevant entity ceasing to do so, or any person who did not previously hold more than 50% of the voting rights or control in the relevant entity acquiring that level of voting rights or control.

vii. There is an entry of a judgment against you which we deem to be of a material nature.

viii. Any person levies any distress, execution, garnishment, attachment, seizure or forfeiture over any of your property or assets.

ix. You fail to comply with any material law or regulation, including any AML/Sanctions Laws.

c. Consequences of Termination. Upon any termination of a Service, the Platform Agreement, or these Account Terms in whole or in part for any reason set forth in the Platform Agreement or Section 10(b): (i) the entire balance remaining in the Corporate Account or any Personnel Account will be promptly returned to you to an account of your designation following review of your Account and Transactions, not to exceed sixty (60) calendar days; and



(ii) your credentials to access the Corporate Account and any Personnel Accounts are revoked. Notwithstanding any termination, you will continue to be responsible for paying all Transactions on all of your Accounts. After termination, neither you nor any Personnel may make any further Transactions on any Corporate Account or Personnel Account, as applicable. If, however, any such Transactions are made, you will be liable for them.

11. Indemnification.

a. In addition to any other indemnification obligations under the Platform Agreement, you will indemnify, defend (at our election), and hold harmless each Relay indemnitee from and against all losses in connection with any claim arising out of, relating to, or alleging any acts and omissions of any Program Administrator, Personnel or Authorized User with respect to use of the Services, the Corporate Account, any Personnel Account or any Transaction.

b. Relay shall indemnify, defend, and hold harmless you and your employees, directors, agents, affiliates, and representatives from and against losses arising out of a fraudulent Transaction due to our gross negligence or willful misconduct.

12. Limitations on Liability.

a. Except as otherwise specifically provided herein, the Services, the Corporate Account and any Personnel Accounts are provided hereunder "As Is" without warranty of any kind, and to the maximum extent permitted by law. Relay shall not be held responsible for errors, acts or failures to act of others, including, and among other entities, banks, communications carriers or clearing houses through which Transactions may be originated or through which we may receive or transmit information, and no such entity shall be deemed an agent of Relay. You further acknowledge and agree that we shall not be held responsible or liable for any negligence, willful recklessness, or fraudulent activity of your Authorized Users, Personnel or Program Administrators in connection with your use of the Services, the Corporate Account or any Personnel Account.

b. Neither party will be responsible for the acts or omissions of the other party's officers, employees, affiliates or agents (including the amount, accuracy, timeliness or authorization of any instructions or information received). We will not be responsible for the acts or omissions of any other person or entity, including any clearing-house, card network or processor, any country's central bank, any other financial institution, and no such person or entity will be deemed our agent.

c. If you permit any other person to access our Services through use of a remote-access software package, we will not be responsible or liable for that person's use or misuse of our Service or access to Accounts owned by you and to which you did not authorize that person to have access via your installation. We may and will treat all instructions and information received by us through this arrangement as provided by and for the benefit of you and subject to all our rights under the Platform Agreement and these Account Terms with respect to a Service.

d. Neither you nor we will be liable for any failure or delay in performing our respective obligations for a Service if that failure or delay is caused by circumstances beyond the control of the other party, including any natural disaster (such as earthquake or flood), emergency conditions (such as war, riot, fire, pandemic, epidemic, theft or labor dispute), legal



constraint or governmental action or inaction, or for the act, omission, negligence or fault of the other.

e. Neither party will be liable for any failure to act on its part if such party reasonably believed that its action would have violated any law, rule or regulation.