

Merchant Multi-Issuing Discount Network Agreement

Merchant Name:

Date:

Billing Address:

Federal Tax ID:

City, State, Zip:

Billing Contact Email:

Telephone Number:

Billing Contact:

The Merchant Multi-Issuing Discount Network (MDN) Agreement (the "Agreement") is entered into by and between FLEETCOR TECHNOLOGIES OPERATING COMPANY, LLC ("FLEETCOR") and the Company identified above ("Merchant") to set forth the terms and conditions pursuant to which Merchant shall participate in the Multi-Issuing Rebate Network.

1. Statement of Service

Merchant agrees to participate in the MDN program, a discount program for participating card customers (collectively, "Participating Customers") which rewards participating cardholders for use of Merchant's Qualifying Sites, pursuant to the terms and conditions set forth herein.

2. Responsibilities of FLEETCOR

FLEETCOR shall:

- (a) Provide Merchant's name and location information to all Participating Customers,
- (b) Administer the fuel discounts, to all Participating Customers.

3. Responsibilities of Merchant

Merchant shall:

- (a) Provide FLEETCOR name and location information for each of Merchant's locations, as updated from time to time;
- (b) Pay to FLEETCOR fuel discounts in the amount of **2%** of the transaction posted retail price. Merchant shall remit payment in accordance with the invoice terms.

4. Term of Agreement

This Agreement shall become effective upon execution by both parties and shall remain in effect for an initial period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless either party has given the other written notice of termination not less than thirty (30) days prior to the end of the existing agreement period. Notwithstanding the foregoing, in the event the Merchant defaults in performance of any obligations, covenants, or conditions contained in this Agreement, or becomes insolvent, bankrupt, or goes into receivership, FLEETCOR shall have the right, in its sole discretion, to terminate this Agreement immediately.

5. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Georgia without regard to the choice of law rules of such state. No waiver by either party of any breach of any provision of this Agreement to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other provision of this Agreement. All customer-specific transaction data and information obtained as a result of the use of the MDN Discount Network shall be and remain the property of FLEETCOR and shall not be divulged to any third party without the express written consent of FLEETCOR. Merchant agrees to pay reasonable attorneys' fees to FLEETCOR in the event that FLEETCOR shall engage an attorney to enforce, protect, or preserve any rights it might have under this Agreement. Merchant shall return the originally executed copy of this Agreement to FLEETCOR as soon as possible. Notwithstanding the foregoing, FLEETCOR agrees that records and signatures in facsimile or electronic form shall have the full legal effect of a writing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties as of the date set forth above

MERCHANT

FLEETCOR

By: _____

By: 

Name & Title: _____

Sidi Brahim