

**ADDENDUM TO THE FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK, FORMERLY WRIGHT EXPRESS FINANCIAL SERVICES CORPORATION
AND THE STATE OF GEORGIA (the "STATE")**

CREDIT INFORMATION

Participating Entity agrees that in the event the account is not paid as agreed, WEX Bank may report the undersigned's liability for, and the status of, the account to credit bureaus and others who may lawfully receive such information.

Participating Entity		Phone #	Fax#	
Non-Profit Only: SIC/Industry Code (e.g. 8399 Social Services; 6732 Education, Religious, Charitable Trusts; Other)		If Participating Entity is a Non-Profit Provide Gross Annual Revenue	Applicant's Taxpayer ID # (TIN, FEIN or SSN)	
Headquarters Name and Physical Address (Do not include PO Box)				
In Business Since (yyyy)	Year of Incorporation (yyyy)	Number of Vehicles	Avg Monthly Fuel Expenditures \$	Avg Monthly Service Expenditures \$

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Billing Contact	Billing Address	City	State	Zip+4
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Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.

Authorized Fleet Contact Name	Title	Phone #	Fax #	
Mailing Address (if different from billing address)	City		State	Zip+4

Email address (required to take advantage of product type card controls)

Card Controls: To help us estimate your needs, indicate the types of cards you anticipate using. If you provide a valid email address above, you can select from these product type options:	<input type="checkbox"/> All Products	<input type="checkbox"/> Fuel & Service	<input type="checkbox"/> Mix of card types
	<input type="checkbox"/> Fuel & Fluids w/ Roadside Assistance	<input type="checkbox"/> Fuel w/ Roadside Assistance	

Check here if Authorized User is exempt from motor fuels tax

TERMS

DEFINITIONS:

"Agreement" means: **Contract No. SWC 999999-SPD-I20100730-001 effective February 23, 2006** for Fuel Cards and Fuel Management Services (the "Agreement") between the (State and WEX BANK.

"Participating Entity" shall mean the Participating Entity as defined in the Agreement permitted to purchase services under the Agreement, as specified in the Credit Information above. All other capitalized terms used in this Addendum without definition have the meanings set forth in the Agreement.

AGREEMENTS OF WEX BANK AND PARTICIPATING ENTITY:

- This Addendum is to allow the Participating Entity to participate under the Agreement between WEX Bank and the State. It does not modify, amend or change the Agreement in any way.
- Participating Entity represents that it is authorized or allowed by the laws of its home state to enter into this Addendum and to participate under the Agreement.
- Participating Entity hereby requests the services of WEX Bank described in the Agreement and agrees to perform all duties of a Participating Entity under the Agreement, including, without limitation, payment of all charges on its account(s) within the time periods provided under the Agreement, payment of any fees provided in the Agreement, and cooperation with respect to providing all necessary information for the administration of the Agreement. Participating Entity agrees to be bound by the terms and conditions of the Agreement, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
- Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement and/or the Addendum may result in suspension or cancellation of the account(s). The undersigned represents and warrants that he/she is duly authorized to execute this Addendum on behalf of the Participating Entity and this Addendum is the valid and binding obligation of the Participating Entity, enforceable in accordance with its terms.

REBATE: You may be offered discounts and/or rebates by participating under this Agreement from time to time. Such discounts and/or rebates may be suspended, modified, or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as, but not limited to, maintaining your account in good standing will apply and be provided to you when such offers are made.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to accepting merchants or their service providers to facilitate discounts or other promotional campaigns of interest to you.

COMPLIANCE WITH FEDERAL LAW: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. Issuer may ask for name, address, date of birth, and other applicable information to identify the Company and/or Account Users.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SUBJECT TO APPLICABLE LIMITATIONS SHALL NOT BE BINDING UPON WEX BANK UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX BANK.

CONTRACTING AGENCY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Authorized User has been duly authorized by all necessary action of their governing body, and that the undersigned is authorized to make this application on behalf of the Authorized User.

Signature: _____	Printed Name: _____
Title: _____	Date: _____

Complete and sign addendum. Email to: governmentmailbox@wexinc.com OR Fax to 1-866-527-8873.

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code YB1	Account Number
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