

**EV CHARGING EN ROUTE SOLUTION  
ENROLLMENT FORM**

This En Route EV Charging Solution Enrollment Form (“**Enrollment**”) is submitted by the entity listed below (“**Company**”). Upon WEX Bank’s (“**Issuer**”) approval of Company’s enrollment, this Enrollment will govern the provision of the Solution (as defined hereunder) by IssuerX to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and Issuer (“**Agreement**”). The Company and Issuer are referred to individually as a “**Party**” and jointly as the “**Parties**”. Capitalized terms used in this Enrollment that are not otherwise defined shall have the meanings set forth in the Agreement.

Company Name:	
Company Address:	City/State/Zip:
<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer      Account Number:

**EV CHARGING EN ROUTE SOLUTION (“SOLUTION”)**

Company wishes to enable Card acceptance or payment via an Authorized Payment Device (defined below) at certain electric vehicle (“**EV**”) charging stations operated by charge point operators participating in the WEX Inc. card network (each, a “**CPO Merchant**”) pursuant to the terms set forth in this Enrollment and the terms of the Agreement.

**FEES, BILLING, AND PAYMENT**

EV Enabled Card Fee. The Company will pay a **monthly fee of \$5.00** (the “**EV Fee**”) for **each** Card that is enabled for Transactions at EV charging stations. The EV Fee applies for each Card enabled on any day of a given calendar month.

Authorized Payment Device Replacement Fee. Company will be provided one radio frequency identification (RFID) device to use as an Authorized Payment Device (as defined below) for each enabled Card at no additional cost. If an RFID device needs to be replaced, an additional RFID device will be provided and Company will be charged \$10.00 per additional RFID device, with the original RFID to be disabled.

Payment Terms. Billing for purchases made with an Authorized Payment Device shall be pursuant to the terms of the Agreement.

No Rebates. Any purchases made through use of an Authorized Payment Device shall not be eligible for any Rebate provided under the Agreement.

**TERMS AND CONDITIONS**

1. **Solution Description.** Pursuant to the terms of this Enrollment and the Agreement, Company will use an Authorized Payment Device to purchase EV charging from CPO Merchants. An “**Authorized Payment Device**” means any RFID device, a physical form of payment or a mobile application, in any case specified and provided by Issuer. Subject to completing the request in section 2.1, Company authorizes Issuer to connect an EV-enabled Card to an Authorized Payment Device to initiate and complete purchases from CPO Merchants. All terms and conditions of the Agreement applicable to “Cards” or to Transactions using a Card shall also apply to the Authorized Payment Devices and Transactions using an Authorized Payment Device, except to the extent expressly set forth otherwise in this Enrollment.
2. **Company Responsibilities**
  - 2.1 Upon acceptance and approval of this completed Enrollment by Company, Issuer will enable one or more Cards designated by Company for use for purchases from CPO Merchants. Upon such enablement by Issuer, any individual that uses the Authorized Payment Device linked to that Card shall be considered an “**Authorized EV Charging User.**” Company may add or change Cards or Authorized EV Charging Users, or request additional RFID devices in the online portal.
  - 2.2 Company will comply with, and shall ensure all Authorized EV Charging Users to comply with, any reasonable instructions provided by Issuer or the applicable CPO Merchant pertaining to use of EV charging, the EV charging station equipment and related applications, any mobile applications intended for use with the Solution, and any Authorized Payment Devices.
  - 2.3 ChargePoint Charging. This section applies if Company or Authorized EV Charging Users purchase EV charging or related products and services from ChargePoint and its network operators. The Authorized Payment Device provided to Company or any Authorized EV Charging User may include or utilize services, software and/or other proprietary materials of ChargePoint, Inc. (“**ChargePoint**”) in connection with Company’s or any Authorized EV Charging User’s accessibility to electric vehicle charging services provided via ChargePoint and its network (collectively, “**ChargePoint Technology**”). Company hereby represents and warrants that its use and/or any Authorized EV Charging User’s use of any of the Charge Technology shall be governed by and subject to the following: (i) ChargePoint Terms of Service (found at: [https://na.chargepoint.com/terms\\_mobile?instance=NA-US&country\\_id=233&locale=en](https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en)) (collectively, “**ChargePoint Terms**”); and (ii) ChargePoint, as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to Company’s use or any Authorized EV Charging User’s use of the ChargePoint Technology.
  - 2.4 Company will immediately notify Issuer when an Authorized EV Charging User leaves the Company, retires or is absent for an extended period of time.
3. **Issuer Responsibilities.** Upon receipt of a request in the online portal to enable a Card for EV charging, Issuer will enable the applicable Account for EV charging and provide an Authorized Payment Device if requested by Company. Upon enablement of the Account, Company may use a mobile application designated by Issuer for EV charging upon downloading and/or updating the mobile application, as applicable. If an Authorized EV Charging User already has access rights to use EV charging with a CPO Merchant, Issuer may “link” preexisting account information. Use of a mobile

application may be subject to additional terms and conditions as set forth in the relevant application. Company must comply and must ensure that its Authorized EV Charging Users comply with the policies and terms of use posted on such mobile applications or otherwise provided to Company by Issuer.

**4. Data Collection and Usage**

- 4.1 Issuer owns all data collected by or on behalf of Issuer in connection with Company’s use of the Solution, including but not limited to transactional data collected at EV charging stations. Any feedback provided by Company in connection with its use of the Solution shall be owned by Issuer, including any suggested improvements to the Solution.
- 4.2 Activation of an Authorized Payment Device may require Issuer to share certain Company and Authorized EV Charging User information with the applicable CPO Merchant, including contact information, VIN information and usage associated with Company’s Account. Additionally, for Cards issued with the name of an Authorized EV Charging User, Issuer may ask for personally identifiable information from the Authorized EV Charging Users and may share this information with the applicable CPO Merchant in order for it to provide and support services related to the access to and provision of the Solution.
- 5. **Controls.** The application of any Controls may not be available for purchases on an Authorized Payment Device when an RFID is used and Company agrees to be liable for purchases made with a CPO Merchant even if a Control has been exceeded for any Transaction. Subject to the terms of the Agreement, Company remains liable for all EV charging session fees billed to its Account.
- 6. **Term; Termination.** The term of this Enrollment will commence on the date this signed Enrollment is submitted to Issuer (“**Enrollment Effective Date**”) and will continue on an ongoing basis until either Party terminates as set forth in this section. Either Party may terminate this Enrollment at any time for any reason upon thirty (30) days’ prior written notice to the other Party, provided that Company will not be entitled to a refund of any EV Fees paid and must pay all amounts due through the effective date of termination. Issuer may also suspend usage of any Authorized Payment Device in its sole discretion, including if it reasonably believes it is being used for any unauthorized or fraudulent purpose. Upon termination of this Enrollment, Company shall return all Authorized Payment Devices to Issuer within 30 days of the effective date of termination.
- 7. **Miscellaneous.** This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the Solution. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Company as an authorized representative of Company. Company understands that Company’s participation in the Solution is subject to acceptance by the approval of Issuer. Upon such approval, which may be evidenced by Issuer’s commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services and products hereunder.

IN WITNESS WHEREOF, Company agrees to comply with the terms and conditions of this Enrollment.

Company: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_