

U.S. Bank Voyager Fleet Systems Inc.

738 Hwy 6 South
Houston, TX 77079
P.O. Box 790049
Houston, TX 77279-0049



1-866-842-5608 Toll Free
1-800-987-6592 Fax
1-832-486-1095 Direct Fax

Dear Merchant,

Thank you for your interest on becoming a Voyager TeleTrans merchant. This packet includes the two page Voyager TeleTrans Participation Agreement, MerchantCommander Online form, Appendix 1 (for direct deposit), instructions, product codes, and our fact sheet.

- Allow 5 to 7 days for processing
- Your telephone number with the area code will be your merchant ID number
- Signature of an authorized officer of the company is needed on the first and second page of the agreement (president, vice president, owner, co-owner, or secretary treasurer)
- Provide a proof of business from your state (Business license, Tax Certificate, or Declaration page of liability insurance)
- Please fill out the MerchantCommander Online form to process invoices online and to view payment history.
- Please fill out the Appendix form for direct deposit
- A copy of your executed agreement will be mailed or faxed at your request
- If you have any questions please call the TeleTrans department toll free at 1-866-842-5608
- **Fax or mail** your completed Voyager TeleTrans Agreement to:

Fax: 1-866-322-7987

Mail:

Voyager Fleet Systems Inc.

Attn: Merchant Department

738 Highway 6 South, Suite 600

Houston, TX 77079

Visit our website at WWW.USBANK.COM/VOYAGERFLEET

Voyager® TeleTrans Participation Agreement

This Agreement is made, and entered into, by the Merchant (identified below) and Voyager® Fleet Systems Inc., (collectively referred to herein as “Voyager”). This Agreement becomes effective when accepted by Voyager® Fleet Systems Inc.

<i>Merchant Legal Name</i>	

<i>Merchant Name (dba)</i>	

<i>Contact Name</i>	

<i>Contact Phone Number (This will be your merchant ID number)</i>	

<i>Mailing Address</i>	

<i>City, State, and Zip</i>	
_____	_____
<i>Physical Address</i>	<i>Zip</i>

<i>Federal ID #</i>	

<i>FAX Number</i>	
Industry Categories:	
<input type="checkbox"/> <i>Manufacturer</i>	<input type="checkbox"/> <i>Wholesaler</i> <input type="checkbox"/> <i>Deliveries</i>
<input type="checkbox"/> <i>Retailer</i>	<input type="checkbox"/> <i>Service Provider</i>
Type of Organization:	
<input type="checkbox"/> <i>Corporation</i>	<input type="checkbox"/> <i>Partnership</i> <input type="checkbox"/> <i>Non Profit</i>
<input type="checkbox"/> <i>Proprietorship</i>	
If privately held entity, please provide the full name and social security number of the owner.	

<i>Name of Owner</i>	

<i>Social Security Number</i>	
<p><i>(All of the above information is required. Incomplete Agreements will not be processed.)</i></p>	

Merchant hereby agrees to accept Voyager cards in payment for products and services provided by Merchant. If required by the Voyager Cardholder, Merchant agrees to call a designated Maintenance Control center to obtain authorization and a Purchase Order Number prior to providing any products or performing any services under this Agreement. Furthermore, Merchant agrees to abide by the following terms and conditions:

1. Merchant shall accept periodic payments from Voyager for products and services performed under this Agreement. A service fee of 3.5% shall be deducted by Voyager from the gross amount of the sale due to Merchant.

2. Merchant shall provide the Voyager cardholder with a copy of the sales draft or receipt and credit vouchers at the time of the sale. Merchant shall retain a copy of any sales draft or receipt and credit voucher for a period of at least six (6) months.
3. Voyager shall have the right to charge back a sale to the Merchant for sales that are disputed and (a) required authorization was not obtained, (b) were for unauthorized merchandise, (c) were fraudulently made by an employee of Merchant, or (d) the Card holder is dissatisfied with the product or service provided and has been unable to reach a mutually agreeable solution with Merchant. Voyager will promptly notify Merchant of any chargebacks. Merchant shall remit the full chargeback amount to Voyager within fifteen (15) days from invoice date. Voyager shall have the right to deduct unpaid chargeback invoices from Merchant’s future sales. Notwithstanding termination or expiration of this Agreement, Merchant shall remain liable for all outstanding chargebacks.
4. Merchant shall establish a fair policy for the exchange and return of merchandise. Merchant shall promptly submit credits to Voyager for any returns that are to be credited to the Cardholder’s account.
5. Merchant acknowledges and agrees that it will indemnify, defend, and hold harmless Voyager from and against all losses, costs, damages, liabilities, and expenses, including, without limitation, reasonable attorneys’ fees and costs arising out of, or otherwise related to, any breach of Merchant or Merchant’s affiliates or agents of this Agreement. Furthermore, Merchant acknowledges and agrees that Voyager shall not in any event be liable for any special, indirect, incidental, exemplary, punitive, or consequential damages of any nature arising in connection with Voyager’s performance with regard to this Agreement. In the event of termination of this Agreement for a reason other than Cause, neither party will have any further obligation or liability hereunder to the other party, except to fulfill its obligations hereunder that became due and owing to the other party prior to termination.
6. Merchant agrees to provide Voyager with prompt written notice if Merchant or its parent, or any of its subsidiaries or affiliated entities is the subject of any voluntary or involuntary bankruptcy or insolvency petitions or proceedings. Furthermore, Merchant and Merchant’s representatives signing this Agreement for Merchant hereby authorize Voyager to investigate their personal and business history and obtain individual credit bureau reports and information from any other source which may bear upon their financial responsibility or acceptability for this Merchant Program. All statements made by Merchant to Voyager, including, without limitation, statements contained in applications are true and correct. Merchants shall immediately notify Voyager of any changes to any fact previously stated to Voyager.
7. Voyager and Merchant shall act in an independent capacity and not as officers, agents, or employees of the other. Neither party shall have any authority to represent and bind the other except as expressly provided herein. This Agreement is not intended to create, nor does it create, and shall not be construed to create a relationship of partner or joint venturer or an association for profit between and among Voyager and Merchant. Nothing in this Agreement shall create or be deemed to create any third-party beneficiary rights in any entity or person not a party to this Agreement.

8. This Agreement is effective from the date accepted by Voyager. Either party may terminate this Agreement without cause by providing ten (10) days prior written notice of termination. Voyager may immediately terminate without prior written notice if Merchant violates any term of this Agreement or if Voyager, at its sole discretion reasonably exercised, determines that Merchant has become inactive or that any fraud or other emergency has occurred or imminently will occur with respect to Merchant's activities hereunder. All obligations, warranties, and liabilities of Merchant, incurred or existing as of the date of any termination of this Agreement, including, without limitation, Merchant's obligations with respect to subsequent chargebacks of Sales Drafts tendered to Voyager prior to such termination, and the parties' obligations related to transactions processed prior to termination of this Agreement, shall survive such termination of this Agreement and shall continue in full force and effect as if such termination had not occurred.

9. All required notices to Voyager shall be in writing and delivered to the address below and shall be effective upon receipt. In order to verify receipt, overnight or registered mail shall be used for any items where date and time of receipt may have consequences under the terms of this Agreement.

Voyager Fleet Systems Inc.
Attn: TeleTrans Department
738 Highway 6 South
Suite 600
Houston, TX 77079

All required notices to Merchant shall be in writing and delivered to the address listed on page 1 of this Agreement and shall be effective upon receipt. In order to verify receipt, overnight or registered mail shall be used for any items where date and time of receipt may have consequences under the terms of this Agreement.

Each party shall notify the other of any change in such names and addresses.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its choice of law rules. No prior waiver, course of dealing, course of performance, or trade usage shall affect the right of a party to require strict performance. Merchant may not assign this Agreement to their respective parent, subsidiary, or affiliate companies without prior written notification to Voyager. That assignment shall, in no way, exempt either party from full compliance with the terms and conditions of this Agreement. No waiver, modification, or amendment of any of the provisions of the Agreement shall be binding unless it is written and signed by duly authorized representatives of both parties. This Agreement and the exhibits hereto contain the entire Agreement between the parties; no prior stipulation, Agreement or understanding by the parties or any of their representatives shall be of any effect. No representations by, or oral Agreement with, any agent or employee or contractor, either before or after execution of this Agreement shall affect or modify any of the parties' rights or obligations under this Agreement. If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Agreement shall remain in full force and effect. Nothing in this Agreement or otherwise shall prohibit Voyager from soliciting other suppliers to participate in the Program or Merchant from contracting with other universal credit card issuers for participation in another universal credit card program. This Agreement shall be binding upon and inure to

the benefit of the parties, their permitted successors and assignees.

Please complete all boxed areas of this Agreement and mail to the address below or fax to 1-866-322-7987. A fully executed Agreement will be returned to you for your records at your request. If you have any questions about the Voyager TeleTrans program, please call 1-866-842-5608.

Voyager Fleet Systems Inc.
Attn: TeleTrans Department
738 Highway 6 South
Suite 600
Houston, Texas 77079

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by its duly authorized representatives.

<p>Dated this ____ day of _____, ____</p> <hr/> <p>(Merchant Legal Name)</p> <hr/> <p>(Signature of Authorized Officer)</p> <hr/> <p>(Printed Name of Authorized Individual)</p> <hr/> <p>(Social Security Number of Authorized Individual)</p> <hr/> <p>(Printed Title of Authorized Individual)</p>

DO NOT WRITE BELOW THIS LINE

Dated this ____ day of _____, ____
By Voyager® Fleet Systems Inc., Agent.

(Signature of Authorized Individual)

Michael J. Oleniczak

(Printed Name of Authorized Individual)

Vice President – Merchant Acceptance

(Printed Title of Authorized Individual)

Contract Number

<p>Date of OFAC Check: _____ Checked by: _____ <i>Initials</i></p>



Voyager TeleTrans Instructions 866-842-5608 (Toll Free)

Checklist for calling in a Voyager TeleTrans Transaction

- Voyager 15-digit credit card number
- Expiration Date (mm/yy, found in bottom right of card)
- ID or PIN Number from the driver
Post Office Cards=vehicle number/ GSA= license plate
- Mileage
- Merchant Number (business phone number)
- Invoice Number from merchant or PO Number
- Service Date
- Total Dollar Amount of the Invoice (Federal Government accounts are tax exempt)
- Line Item Detail of work performed (please use product code list attached)
- After the invoice has been processed, a Voyager representative will provide an authorization number and payment will be processed. Provide driver with a copy of the invoice and file one for your records (6 months). Please do not fax or mail copy of the invoice already processed to Voyager.
- For GSA vehicles, with invoices that may exceed \$100, call Maintenance Control Center at 1-866-400-0411. Please obtain PO number for invoice and contact GSA when work is complete. MCC will close PO# and submit to Voyager for payment. Failure to close PO with MCC will delay payment.
- Fuel purchases over and under \$100 can be processed thru Voyager TeleTrans.
- You will be paid via check as specified in the Voyager TeleTrans Agreement.



Voyager TeleTrans Fleet Card Fact Sheet

- Voyager TeleTrans was specially designed to provide merchants with a simple, cost-effective method for receiving payment from Voyager Fleet Card accounts. With over 1.3 million vehicles using our system, the Voyager Fleet Card is considered the fastest-growing fleet card in the industry today.

- Some of the key benefits to your business include:
 - Increased sales through accepting Voyager Universal and co-branded Fleet Cards
 - Increased sales through accepting ConocoPhillips Fleet Cards
 - No equipment to purchase or lease
 - Fast payment
 - 24-hour customer service
 - Competitive processing fee

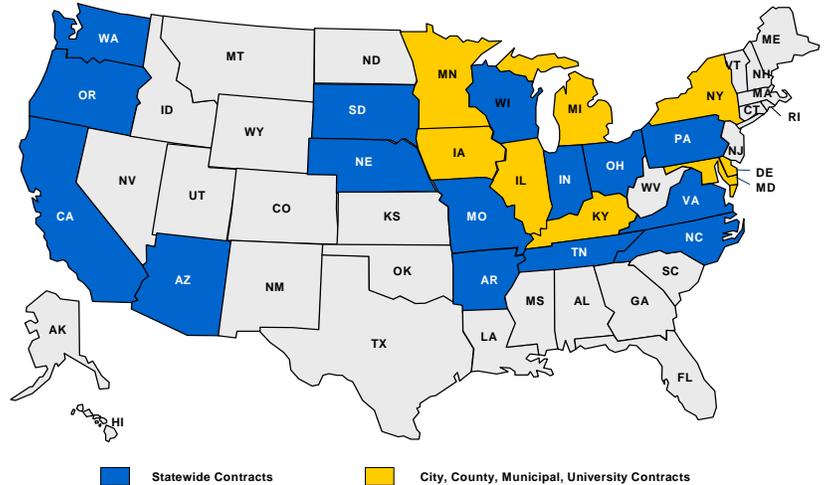
- Voyager Fleet Systems-The Government Specialists
 - Voyager processes over 95% of the Federal Government fleet transactions
 - Voyager processes more than 70% of State Government fleet transactions

- Government key accounts include:
 - General Services Administration
 - US Postal Service
 - Department of Defense
 - US Dept. of Agriculture
 - Department of Energy
 - US Customs/Treasury
 - Small Business Administration
 - NIH
 - Dept of Commerce

- Commercial customer base is growing rapidly, key accounts include:
 - Atmos Energy
 - Service Corp. International
 - Embarq
 - Weatherford
 - Stericycle
 - Genuine Auto Company
 - Oneok Energy Company

GOVERNMENT BUSINESS

Voyager has state contracts in whole or in part with 24 states:



For more information please visit us on the web at www.usbank.com/voyagerfleet

MERCHANTCOMMANDER ONLINE

Enrollment Form

Please complete the following information to set-up each user. Thank you.

Merchant Name	
Merchant Number	
Process Invoices Yes <input type="checkbox"/> No <input type="checkbox"/>	
View Payment History/Settlement Report Yes <input type="checkbox"/> No <input type="checkbox"/>	
Edit Information Yes <input type="checkbox"/> No <input type="checkbox"/>	
Secret Question for Password Reset: Mother's Maiden Name: <input type="checkbox"/> Father's Middle Name: <input type="checkbox"/> Child's Name: <input type="checkbox"/> Pet's Name: <input type="checkbox"/> Birthplace: <input type="checkbox"/> Favorite Sports Team: <input type="checkbox"/>	Please Type/Write the Answer to your Secret Question Below:
Job Title	
First Name	
Middle Initial	
Last Name	
Telephone Number	
Fax Number	
Email Address**	
Street Address	
City	
State	
Zip	

Signature

Date

MerchantCommanderOnline IDs are usually created within 2 Business days after receiving the enrollment form.

Website: www.merchantcommanderonline.com

Fax form back to: 866-322-7987

Any questions or concerns please call 866-842-5608.

Voyager Product Codes

The following is a list of the Voyager TeleTrans product codes. Each invoice must be called in to the toll-free number 866-842-5608. Please familiarize yourself with these product codes and refer to them when calling in a Voyager TeleTrans invoice. Please keep in mind that we are updating this list on an ongoing basis. If this is a beneficial tool to your business, you may want to call Voyager quarterly to request the most updated product code list.

FUEL PRODUCTS	CODE	FUEL PRODUCTS	CODE	NON-FUEL PRODUCTS	CODE	NON-FUEL PRODUCTS	CODE
ALL ALTERNATE FUELS	A8	UNLEADED PLUS	02	AVIATION CATERING	83	DRIVE TRAIN GROUP	N4
ALL FUELS & LPG	B1	UNLEADED SUPER	04	AVIATION MAINTENANCE	80	DRUMS SHOES	ST
ALL FUELS AND WASH	A9	UNLEADED FUELS	A6	AVIATION MISCELLANEOUS	90	ELEC HYDRAULIC CONT	SH
ALL GALLON FUELS	A7	WHITE GAS	58	AVIONICS	17	ELECT DEVICES MULTI-FUNC	O8
AVIATION	06	WIDE NOZZLE UNLEADED	61	AXLES - NON DRIVEN, FRONT	M6	ELECTRIC PROPULSION SYSTE	P4
BIO DIESEL	DO			AXLES - NON DRIVEN, REAR	M7	ELECTRICAL GROUP	O4
COMPR NAT GAS(CNG)	59			AXLES-DRIVEN, FRONT STEER	N5	ENGINE (AUXILIARY)	S6
DIESEL	05			AXLES-DRIVEN, REAR	N6	ENGINE/MOTOR SYSTEMS	O9
DIESEL BIO	D0			BACKHOE BOOM PV MAIN	SD	EXHAUST SYSTEM	P1
DIESEL WITHOUT TAX	65			BATTERY	73	EXPANDABLE ITEMS	P6
DUAL PROPANE/UNLDED	60			BATTERY-JUMP START	K4	FEE ACCT SET UP	V2
E 85	66			BEARINGS REPAIR	TA	FEE BILLING REPRINT	V9
E85	F6			BELTS-SERVICE&REPLACEMENT	44	FEE CARD REISSUE	VA
ETHANOL	53			BLOWERS, CONVEYORS & VIBR	S4	FEE CUSTOMIZED QUERY	V7
FUTURE USE 1	03			BODIES AND VESSELS GROUP	Q8	FEE CUSTOMIZED REPORT	V5
FUTURE USE 2	99			BODY	Q9	FEE DISPOSAL/WASTE	T4
GASOHOL 10%	55			BRAKE INSPECTION	SG	FEE ELECTRONIC FILE	V3
GASOHOL 5.7%	57			BRAKES	M8	FEE EMISSION TEST	T5
GASOHOL 7.7%	56			BREATHERS/PCV VALVES	47	FEE FLEET COMMANDER	V6
JET FUEL	07			BULK PRODUCT TRANSFER SYS	S3	FEE FUELSTREAM SER	W8
KEROSENE	54			CA EMISSION	CA	FEE KEY CHAINS	V1
LIQUIFIED NATURAL GAS	67			CAB, CLIMATE CNTL & AERO	M0	FEE MEDIA	V8
M 85	64			CARGO HANDLING RESTRAINT	P8	FEE MOCHA ONLINE	VB
MARINE	08			CASH ADVANCES	W7	FEE OVERNIGHT CARD	V4
METHANOL	52			CATALYTIC CONVERTER	SW	FLAT	71
NATURAL GAS	51			CHARGING SYSTEM	12	FLUIDS	13
OTHER FUEL	63			CHASSIS GROUP	M5	FOOD	14
PROPANE	50			CHASSIS LUBRICA AUTO/MAN	N3	FRAME	M9
SPECIAL MTR FUEL LPG	62			CLUTCH	N7	FRONT SUSPENSION	SY
UNLD PLUS BLEND 10%	D6			COMPRESSOR-BULK PROD SYS	S5	FUEL ADDITIVES	49
UNLD PLUS BLEND 5.7%	D4			COMPUTER DIAGNOSTICS	L3	FUEL FILTER	FF
UNLD PLUS BLEND 7.7%	D5			CONSTRU EQUIP-CHASSIS MOU	Q5	FUEL INJECT CLEAN SV	40
UNLD SUPER BLND 10%	D9			COOLING SYSTEM	11	FUEL PUMP	SM
UNLD SUPER BLND 5.7%	D7			CORE RETURN CREDIT	U3	FUEL SYSTEM	P2
UNLD SUPER BLND 7.7%	D8			CRANKING SYSTEM	O5	FUEL TANK	SN
UNLEAD WITHOUT TAX	68			CYL HEAD ENG BLOCK	SB	GENERATOR INVERTER	SL
UNLEADED	01			DIFF SERVICE FRONT/REAR	46	GLASS AUTO BACK	W3
UNLEADED BLEND 10%	D3			DISCOUNT-LOCATION	35	GLASS AUTO SIDE	W2
UNLEADED BLEND 5.7%	D1			DISCOUNT-PARTICIPANT	36	GLASS AUTO WINDSHIELD	W1
UNLEADED BLEND 7.7%	D2			DISPATCH FEE	X2	GLASS AUTOMOTIVE	48
UNLEADED FUELS & DSL	B2			DOOR LOCK RPR/REPLAC	K3	GPS	GP

Voyager Product Codes

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NON-FUEL PRODUCTS	CODE						
HEATING & REFRIGERATION G	R8	PERMITS	W4	TANK VESSEL-INNER SHELL	R1	WARRANTY INTERIOR	WI
HEATING UNIT	R9	PLOWS TRENCHERS	SJ	TANK VESSEL-OUTER JACKET	R2	WARRANTY STEERING	WS
HORNS & SIGNAL ALARMS	P7	PLUS CHEK	W9	TAX SALES	34	WARRANTY TRANSMISSIO	WT
HOSES CLAMPS SEND	SO	PLUS CHEK FEE	W0	TAX TIRE FEDERAL EX	26	WASH AND LUBE	28
HOSES FITTINGS	SI	POWER PLANT	P3	TERMINAL EQUIPMNT-SYS & A	Q4	WASH AND POLISH	29
HYDRAULIC SYSTEMS - S APP	Q7	POWER SHAFT-POWER TAKE OF	S9	TIRE AND TUBE	15	WASH JOB	27
IGNITION SYSTEM	O6	POWER STEERING PUMP	SZ	TIRE ROTATION	42	WASH. ADMIN FEE	VC
INSTRUMENTS, GAUGE, WARNI	M3	POWER TAKE OFF	P9	TIRE SNOW CHAINS	L2	WATER PUMP	SP
INTERIOR REPAIR	L5	PRE DELIVERY INSPEC	4S	TIRES	23	WHEEL MOUNTING SPARE	Q0
INTERIOR WASH JOB	L4	PREVENTIVE MAINTENANCE	U2	TIRES AND TUBE REPAIR	24	WHEELS RIMS HUBS & BEARIN	N2
KEYS	L7	PUMP-PRODUCT TRANSFER	T0	TOW	70	WINCH	Q1
LABOR	25	RADIATOR SERVICE	41	TOW ACCIDENT	7T	WINDSHIELD REPAIR	L6
LICENSE RENEWAL	K6	RADIO MAINTENANCE	T9	TRAILER FRAME & SUPPORT	R5	WIPER BLADE	43
LIGHTING SYSTEM	O7	REAL WALL & DOOR	R0	TRANS SERV AUTO/MAN	38		
LINES TUBES HOSES & ATTIN	S7	REAR SUSPENSION	N1	TRANSACTION FEE 996	VE		
LOCKOUT	76	RECALL	1S	TRANSFER CASE	N9		
LOW SULFER DIESEL	L1	REFRIG HOLDEROVER PLATE	S2	TRANSMISSION	T6		
LUBE	31	REFRIG UNIT MECHANICAL	S0	TRANSMISSION AUXILLARY	O2		
M&R DRIVER EXPENSE	MR	REFRIG UNIT NITROGEN	S1	TRANSMISSION-MAIN, AUTO	O1		
MAINTENANCE	30	RENTAL	88	TRANSMISSION-MAIN, MANUAL	O0		
MANHOLES	R3	REPAIRS	20	TRAVEL TIME	TT		
MANIFOLD	S8	REVERSE TRANSACTION	T7	TRIM & MISC HARDWARE	R6		
MASTER CYLINDER	SS	RINGS & BOLSTERS	R4	TUBES	16		
METAL CAR & SHEET	M2	ROADSIDE SERVICE	74	TUNE UP	SE		
MILEAGE FEE	L8	ROADSIDE SRV NOT RENDERED	77	TURBO SUPERCHARGER	SA		
MISCELLANEOUS	33	ROTORS CALIPERS	SQ	UPHOLSTRY CARPET	TB		
MJR MECHANICAL MISC	SC	SAFETY DEVICES,INSTRU & G	T2	USPS - DO NOT USE	OA		
MOTEL	W5	SAFETY DEVICES	R7	USPS - DO NOT USE	RA		
MUFFLER TAILPIPE	SX	SALE VEHICLE DELIVER	VS	VA PROPERTY TAX	K5		
MUL SYS(40-46) FILTER KIT	P5	SATELLITE COMM SYSTEM	Q6	VALVES & CONTROLS-BULK PR	T1		
MVR FEE	MV	SCALES	W6	VEHICLE COUPLING SYSTEM	Q2		
NEW VEHICLE DELIVERY	ND	SERV NON-CONTRACTED	72	VEHICLE PREP	X3		
NEW VEHICLE PREP	2S	SERVICE	21	VEHICLE PREP FOR SALE	X4		
OCCURRENCE	L9	SHAFTS DRIVE	N8	VEHICLE SALE PREP	3S		
OIL	09	SPARK PLUG	K1	WARRANTY BRAKES	WB		
OIL CHANGE FULL SERVICE	45	SPECIAL APPLICATIONS GRP	Q3	WARRANTY COOLING SYS	WC		
OIL FILTER AND SERV	18	SPEEDOMETER CALIBRAT	K2	WARRANTY DRIVETRAIN	WD		
OIL RE-REFINED	T3	STALLED	75	WARRANTY ELECTRICAL	WE		
OREGON ADMIN FEE	VD	STARTER	SV	WARRANTY EXHAUST	WX		
OTHER	79	STATE INSPECTION	32	WARRANTY EXTERIOR	WR		
PAINT AUTO	T8	STEERING	N0	WARRANTY FL PUMP	WP		
PARTS	19	STORAGE	22	WARRANTY FUEL SYSTEM	WF		



APPENDIX 1

Please provide the following information for ACH payments to be transmitted for settlement of Voyager Sales Transactions

PLEASE PROVIDE A COPY OF YOUR VOIDED BUSINESS CHECK

COMPANY INFORMATION:

Company Name

Address

Company Contact

Merchant Number (as it appears on the agreement)

Fax Number

Federal Tax ID Number

Email Address

BANK INFORMATION:

Bank Name

Address

Bank Routing Number

Account Name

Account Number

Bank Contact

Phone Number

Fax Number