

RESQ Card Acceptance Operating Procedures

Revised: October 15, 2019



AGREEMENT

As an authorized Merchant for Kropp Holdings Inc. (“KHI”), you agree to sell merchandise, products or services to authorized holders of the RESQ Card. All RESQ Card sales must be serviced, processed, and handled by KHI or its authorized subcontractors. The Merchant agrees that they will not enter into or attempt to enter into any agreement with any other party to allow such other party to service, process, or handle transactions generated by use of KHI cards. If KHI, in its sole discretion, makes an exception to a requirement of processing a transaction, it does not negate any clause in these Operating Procedures for any other transactions.

SUBMISSION OF INVOICE OR ACCEPTANCE OF AN RESQ CARD FOR PAYMENT CONSTITUTES ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE KHI MERCHANT AGREEMENT.

KHI processes and reimburses the Merchant for the transaction in accordance with the terms and conditions in these Operating Procedures and established Merchant Agreement. In both types of transactions, all Rules, Regulations, Terms and Conditions in these Operating Procedures must be followed in order to obtain reimbursement. Merchants are not authorized to charge any service fee to the cardholder.



PAYMENT SCHEDULES

KHI will reimburse Merchant in accordance with the terms and conditions as agreed upon in the Merchant Agreement. KHI will have the right to offset outstanding amounts owed by Merchant on the Merchant’s account against any sums payable to the Merchant by KHI, or its affiliates, under any contract, agreement, or arrangement. For payment inquiries, please contact Support at the numbers listed above.

TAIL NUMBER (AIRCRAFT REGISTRATION) VERIFICATION

If a tail number is embossed on the RESQ Card, verify that it corresponds to that of the aircraft for which the purchase is being made. If a suspicious situation arises, please contact Support before any further action is taken. **The tail number associated with the purchase must be included with all transactions submitted for processing.**

ANY AIRCRAFT CARDS

KHI does issue cards embossed with “ANY ACFT” upon request. If “ANY ACFT” appears on the RESQ Card, positively identify the cardholder as being an employee of the respective government or company. Please record the aircraft tail number/side number on the invoice or input it into the electronic point of sale processing system. If needed, KHI will also provide Into-Truck cards upon request.

CONTACT INFORMATION

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| Important Contact Information: | Voice Authorizations: (855) 319-0570 24x7 Support: (877) 681-5151 Support Email: merchant@RESQCard.com Fax: (913) 217-9358 |
| Submit Manual Invoices to: | By e-mail: invoices@RESQCard.com By fax: (913) 217-9308 By mail: RESQ Card Operations 8650 College Blvd. Overland Park, KS 66210 USA |

RULES AND REGULATIONS

1. **VALID CARD AND AUTHORIZAION:** The Merchant will accept all valid RESQ Cards when properly presented as payment from cardholders for authorized purchases. All RESQ Card purchases must be authorized prior to invoice submission. Authorization must be obtained by utilizing one of the authorization methods provided by KHI or by calling the number listed on the first page. RESQ Cards will be accepted at select unattended pumps. Signatures are not required for these transactions.
2. **SUBMISSION OF INVOICE:** Methods Merchants may submit invoices for RESQ Card:
 - A. **Electronic** — Point of Sale (POS) device, FBO Software or via electronic file settlement.
 - B. **Manual** — Mail or courier, fax, or email. Manual transactions are subject to additional processing fees assessed upon processing and based upon reimbursement terms selected in the signed Merchant Processing Agreement.

Refer to the information at the top of this document for manual submission. All invoices must be submitted within 30 (thirty) days after the date of delivery.

Merchants may also submit invoices or batches of deliveries for RESQ Card transactions via electronic file settlement through the KHI secure gateway. Many companies utilize accounting software that allows transaction data to be exported into a prescribed file format. The KHI settlement and transaction processing system supports several of these file formats—IATA and XML for example. **Electronic file submission allows for faster, more accurate processing, resulting in quicker payment to the merchant.** For further information regarding electronic file submission, please contact our customer service team 7x24.

3. **COMPLETION OF INVOICE:** The Merchant must complete every invoice in full. Non-fuel items may be entered on the same transaction with fuel. The cardholder's copy of each invoice or signed fuel delivery ticket must be delivered to the cardholder after the invoice or delivery ticket is completed. Applicable taxes must be separately stated (example - FET, State Tax, VAT, GST, Sales Tax must each be reported on a separate line) as they are applied to individual product items. No more than one fuel product may be on a single invoice.

- A. For manual Merchants, imprint the RESQ Card onto the invoice or delivery ticket, or enter the full card number and tail number onto the invoice or the delivery ticket. RESQ Cards begin with 78250600. When an authorization code is required, be sure to enter the authorization code on each invoice. The Voice Authorization number is listed on page 2.
- B. Submit invoice copies to KHI within 30 (thirty) days of purchase (as evidenced by the postmark date, faxed receipt date or e-mail receipt date) or KHI cannot guarantee payment to you or your credit card service provider.

The minimum information required for transactions to be considered complete:

1. Merchant number or merchant identifying information
 2. ICAO
 3. Card number
 4. Tail number/side number
 5. Date and time of delivery
 6. Invoice date
 7. Product or detailed description of purchases (Listed as separate line items)
 8. Products: net quantity of product with correct unit of measure clearly identified
 9. Price charged per unit
 10. Pilot's signature and printed name if submitting manual tickets
 11. Signature of fueling operator if submitting manual tickets
 12. Cardholder name if submitting manual tickets
 13. Authorization code (see authorization code section)
 14. Invoice number and/or delivery ticket number
 15. Card expiration date
 16. All units of measure and currency must be properly displayed
 17. Invoices must be submitted in the USD
 18. Taxes applicable to each product or service purchased
- b. For electronic RESQ Card Merchants, the card must be swiped through an electronic

magnetic card reader or entered manually on the electronic processing system provided by KHI or your fuel supplier for acceptance of the RESQ Card. Electronic Merchants should settle transactions to your processing center by 11:59 p.m. U.S. Central Standard Time on the day the transaction took place.

c. While the RESQ Card may be used for both fuel and ground services, only specific aviation related ground services and products may be charged to the RESQ Card. A complete list of authorized ground services and products is located in Appendix A of these Operating Procedures. Invoices received with charges other than these authorized charges will be returned to the Merchant for correction and resubmission. Additionally, the bundling or packaging of ground services is not permitted and invoices reflecting packages will be returned to the Merchant for correction and resubmission.

d. Merchants have the flexibility to offer First Responders discounted fuel pricing equivalent to what would be known within the aviation industry as “contract fuel pricing”. To offer any discounted pricing, please refer to software or Point of Sale system instructions. If utilizing AvPOS as the software solution, KHI’s support team is available to assist.

4. **THIRD PARTY MANAGEMENT AND RESPONSIBILITY:** In the event that Merchant utilizes the services of a third-party subcontractor, the Merchant will accept full responsibility in managing the subcontractor. The Merchant will ensure that said subcontractor adheres to the guidelines set forth in this document and provides the services represented by the Merchant. It is the Merchant’s responsibility to manage their subcontractor to obtain invoicing information and to then render an invoice to KHI for approved services rendered. Should a dispute arise, KHI will work to resolve the situation with the Merchant directly and will not attempt to remediate with a subcontractor.

5. **CHARGEBACKS AND REJECTED TRANSACTIONS:** Merchants will not receive payment from KHI or may be subject to chargebacks or rejections for any invoices that do not comply with these Operating Procedures. KHI will chargeback, or reject, any RESQ Card transaction to a Merchant where the Merchant had previously billed the same transaction to the cardholder, or the Merchant fails to provide requested back-up information within three United States business days. International



merchants have up to 14 days to submit requested back-up information. If KHI receives an invoice that does not comply with these Operating Procedures, KHI may elect to bill the invoice and attempt to collect from the cardholder. If KHI, in its sole discretion, makes an exception to a requirement for particular transaction(s), it does not negate any clause in these Operating Procedures for all other transactions.

6. **CASH PAYMENTS:** No Merchant will accept cash payments from cardholders with respect to charges made on RESQ Card, and no cash advance will be paid by the Merchant to the cardholder for any RESQ Card transaction.

7. **REVISIONS:** KHI may revise these Operating Procedures at its option at any time, and any revisions will become effective seven (7) days after notice of such revisions to the Merchant. The Merchant will be deemed to have agreed to this and any future revisions by continued participation in the RESQ Card program after the effective date of the revisions.

8. **GOVERNING LAW, JURISDICTION AND FORUM:** These RESQ Card Operating Procedures will be governed under the laws of the State of Kansas. Each of the parties agrees to the exclusive jurisdiction and forum of the federal court sitting in Johnson County, Kansas, without regard to Kansas' conflict or choice of law principles, in any action or proceeding arising out of or relating to this Agreement; provided, however, for any matter or controversy not qualifying for federal subject matter jurisdiction, the exclusive jurisdiction and forum will be in the District Court of Kansas and each of the parties agrees that all claims in respect of the action or proceeding may be heard and determined in any such court and the parties hereto agree to such jurisdiction and forum. In recognition of the national and international nature of aviation and the necessity for legal certainty, predictability and convenience; upon reimbursement from KHI, Merchant irrevocably assigns to KHI all rights acquired by Merchant, including lien rights, resulting from transactions for fuel and services for which Merchant has received payment or reimbursement, to allow KHI to pursue payment from the account holder.

9. **LIABILITY:** The Merchant acknowledges that KHI and/or any of its affiliates are acting as a processor only and at no time does title or risk of loss for any product or service supplied pass to KHI. Any dispute arising under or about such a purchase is a matter between the Merchant and the account



holder purchasing the product or service. Neither party will be liable to the other party under the KHI Merchant Agreement and Operating Procedures and all related documents for any indirect or consequential loss or damage (including loss of profits, business, contracts, anticipated savings, revenue or goodwill) suffered by the other party whether such loss is caused by that party's breach of its contractual obligations or by any tortious act or omission (including negligence) or in any other way.

10. **INDEMNIFICATION:** Except for Kropp Holdings Inc.'s willful misconduct, gross negligence or negligence, Merchant agrees to indemnify and hold harmless KHI, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of (i) Merchant's or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or Operating Procedures or related documents; (ii) the failure by Merchant or its employees or agents to properly comply with the terms of the Merchant Agreement or Operating Procedures or related documents; (iii) Merchant or its employees' or agents' errors or omissions regarding the subject matter hereof; or (iv) the sale of products or services to RESQ Card holders.

Except for Merchant's willful misconduct, gross negligence or negligence, KHI agrees to indemnify and hold harmless Merchant, its officers, directors, employees, successors, assigns, subsidiaries, and affiliates from and against any and all losses, damages, costs, and expenses (including, without limitation, any reasonable attorneys' fees and court costs), liabilities, claims, settlements, and judgments arising out of (i) KHI or its employees' or agents' gross negligence, willful misconduct or negligence in the performance of its duty and obligation under the Merchant Agreement or these Operating Procedures or related documents; (ii) the failure by KHI or its employees or agents to properly comply with the terms of the Merchant Agreement or these Operating Procedures or related documents; or (iii) KHI or its employees' or agents' errors or omissions regarding the subject matter hereof.

11. **FORCE MAJEURE:** Neither party will be liable to the other for failure to perform under the KHI Merchant Agreement or these Operations Procedures or related documents where such failure to perform is due to any natural disaster, fire, flood, storm, strike, labor unrest, acts of God, equipment or



power interruptions (when not due to the negligence of the nonperforming party, its employees and contractors), interruptions in the telephone systems, failures in third-party computer software or hardware, or any cause beyond the non-performing party's reasonable control provided that written notice of such force majeure event is provided to the other party within ten (10) days of such event. However, in the event that any party declares force majeure and will be unable to recommence performance within sixty (60) days of the date of the onset of force majeure, the parties agree that they will meet and negotiate in good faith concerning acceptable solutions to the situation.

12. **TAX EXEMPTION:** It is the sole responsibility of the Merchant to verify that correct tax applications are incorporated in all transactions including tax exemption of the Card Holder. Under no circumstances will KHI have any responsibility or liability to Merchant with respect to the calculation, billing, or collection of applicable taxes.

13. **DATA MAINTENANCE:** The merchant is responsible and expected to maintain current contact data within the RESQ Card system or by contacting KHI's 7x24x365 Customer Service Team by calling 877-681-5151 or emailing merchant@resqcard.com.