

## AGENCY ACCOUNT HOLDER APPLICATION AGREEMENT

THIS AGREEMENT effective from \_\_\_\_/\_\_\_\_/\_\_\_\_ (please insert month, day, year) and beyond is between Kropp Holdings, Inc. (KHI), a company registered and existing under the laws of the state of Maryland, United States and the agency entity as listed on the registration form (Account Holder). In this agreement, KHI Card will refer to any card issued, managed, or operated by KHI including but not limited to the RESQ Card or any white-labeled card program.

### Instant Acceptance at More Merchants Worldwide

Designed specifically for aviation fuel and aviation related products, KHI branded card program is accepted at designated Fixed Base Operators (FBOs) or other service providers to pay for agreed upon fuel and all other customary fuel related services. Fuel, product and service availability is dependent upon the individual merchant.

Usage of the card by the Account Holder or authorized representative indicates acceptance of the terms and conditions outlined, which may be amended in accordance with the terms hereof and constitutes the entire Agreement. This includes the retention or use of the card by the Account Holder or anyone under its control. The Account Holder agrees to be responsible for unauthorized use of the card prior to the Account Holder notifying KHI. Transactions which occur prior to the time of the card being reported as lost or stolen will continue to be processed by KHI and are the responsibility of the Account Holder.

In the event of Account Holder breach or default under the terms of this Agreement, the Account Holder acknowledges and agrees, KHI may invoke any and all rights and remedies available to it allowable under applicable law. The Account Holder shall also be liable to KHI for all costs and expenses incurred by KHI in connection therewith, including late charges and reasonable attorney fees. The Account Holder agrees to notify the KHI Support Team immediately when any card number or web account login and passwords in their possession are either lost or transferred to another person or entity.

### ACCOUNT HOLDER AGREES TO/THAT:

1. Notify KHI immediately at 1-877-681-5151 if card, account numbers, or web access has been compromised. The cards are property of KHI and shall be returned to KHI at any time upon request.
2. Notify KHI immediately when there are any disputes regarding tax issues or exemption thereof between the deliverer of fuel or services and the Account Holder. KHI records the issue and forwards information to the merchant for review and potential resolution. KHI is not a party to these issues and has no legal authority to resolve disputes between the Account Holder and merchant.
3. Notify KHI immediately when there are any disputes regarding fuel, non-fuel, ancillary service, or other fees between the supplier of product / service (originator of handling or any other related charges) and the Account Holder. KHI records the issue and forwards information to the merchant for review and potential resolution. KHI is not a party to these issues and has no legal authority to resolve disputes between the Account Holder and merchant.
4. Disclose and inform KHI of any specific agency forms, terms or conditions that are applicable in doing business with the Account Holder. Provide forms or other additional materials needed for KHI, as a vendor, to complete.
5. It shall be liable for all amounts charged to Account Holder including without limitation, all purchases, fees, taxes, late charges, and other charges or amounts due and owing to KHI by Account Holder.
6. All communications between KHI and Account Holder, including but not limited to telephone calls and e-mails, may be monitored for quality control and to insure compliance with all applicable laws and regulations.

## AGENCY ACCOUNT HOLDER APPLICATION AGREEMENT (CONTINUED)

### PAYMENT TERMS

#### Agency Credit Terms – Net 30 Days

Your billing cycle will be weekly or as otherwise agreed, and your payment is due in full within 30 days of the billing invoice date. Invoices outstanding more than 30 days are considered delinquent. In addition, if your account becomes delinquent, KHI may charge 18% per annum (compounded monthly) or the maximum amount allowed by law, whichever is less. KHI may require immediate and full payment of all outstanding amounts, as well as the closure of your KHI card account. In addition, KHI is entitled to offset any amounts it may owe you against any claims it has against you.

Payment for aviation fuels, related services, fees, and of all other charges due to KHI shall be made in full (without any abatement, deduction, set-off or counter claim whatsoever) in cleared funds in U.S. Dollars or other agreed upon currency and the payment shall be due on the stated due date as appearing on the invoice billing statement and shall be made by means of EFT (ACH), bank wire, or check. Details regarding account, routing numbers or addresses for EFT (ACH), bank wires, or overnight express of checks are included on the billing invoice statement. Each of Account Holder and KHI shall be responsible for their own charges related to method of payment.

If method of payment is by check, delivery shall be by express mail and each check shall reference the invoice number, Account Holder's name and be made payable to Kropp Holdings, Inc. If due date is a non-business day and banks are closed, the payment is due the first business day before the due date.

If your Bank/Payment Office fails to honor payment to KHI, you agree to pay KHI's returned funds fee of \$50.00.

### APPLICABLE LAW

This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas as governed by the state court system of Kansas, United States. Any disputes in connection with this Agreement or the Terms of Sale shall be resolved in accordance with the laws of the state of Kansas, United States.

I certify that I am authorized to enter and bind the above company into this Agreement, to be executed on the day and year first written above.

### MISCELLANEOUS

Neither the Account Holder nor KHI shall be liable to the other party under this KHI Agency Account Holder Agreement and all related documents for any indirect or consequential loss or damage (including loss of profits, business, anticipated savings, revenue or goodwill) suffered by the other party whether such loss is caused by that party's breach of its contractual obligation or by any tortuous act or omission (including negligence) or any other way.

Please note that KHI furnishes only access to the card network and its billing and payment program. We neither sell nor warrant the services or goods obtained from the fueling or aviation merchants. As such, you agree to indemnify and hold KHI, its directors, officers, employees, agents, subsidiaries and affiliates, harmless from and against all claims, demands, proceedings, damages and liabilities for loss of or damage to any property whatsoever or for injury to any persons whatsoever and against all associated costs (including legal costs) and expenses that arise out of or are connected with any and all activities in connection with your receipt or use of services or goods contemplated herein or any contractual obligations KHI may have consistent with the scope of this indemnity to fuel vendors.

## AGENCY ACCOUNT HOLDER APPLICATION AGREEMENT (CONTINUED)

In the event a disputed item appears on an invoice, Account Holder shall pay the full amount due under the Invoice, including the amount of any disputed item, and identify in writing any disputed item on the Invoice. KHI and Account Holder will then discuss responsibility for any disputed item. In the event KHI concludes that Account Holder is not responsible for the dispute item, KHI shall issue a credit to Account Holder. Account Holder must notify KHI in writing of any disputed item on its billing statement within 60 days from the date of the invoice, or it will be deemed undisputed and accepted by Account Holder.

A card is valid only for the purchase of goods and services described in the Operating Procedures provided and available through KHI Customer Support. KHI has the right to refuse authorization for any particular transaction including but not limited to an exceeded credit limit, Account Holder is in breach of this Agreement, or KHI reasonably suspects a transaction is fraudulent. KHI reserves the right to terminate or suspend the right to use any or all of Account Holder's cards. The card holder will be responsible for payment of the whole of the outstanding balance, both billed and pending charges and shall be due and payable to KHI upon demand.

Furthermore, Account Holder acknowledges and agrees that KHI may also invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of KHI's right to payment under this Agreement, and authorizes KHI to file a lien for any unpaid amounts, from the date of the oldest unpaid amount, aircraft title search fees, filing fees and attorney fees, against any aircraft for which charges were incurred and made to Account Holder's card(s). If any amounts remain unpaid, KHI may institute a suit against Account Holder to enforce the lien and collect any amounts past due. Account Holder shall be liable to KHI for all costs and expenses of liens and litigation including, but not limited to, late charges, penalties, court and discovery costs and/or other costs incurred by KHI in enforcing its rights hereunder.

KHI may assign this Agreement and any and all of its rights and obligations hereunder without prior notice to Account Holder. Account Holder may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, or law, or otherwise, without the prior written consent of KHI.

In its sole discretion, KHI may lower the Account Holder's credit limit. Generally, KHI will endeavor to give the Account Holder advance notice of the reduction, but there may be instances where a reduction is made by KHI without notifying the Account Holder in advance.

Failure by KHI to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of this Agreement shall be effective unless it is in writing and signed by KHI. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

Notices or other communications shall be sent to KHI as follows: 6450 Sprint Parkway, Overland Park, KS 66211, Attention: Customer Support, via certified or registered mail, overnight courier, telefax, or telegram except that any return of cards must be made by certified mail, returned receipt requested. For questions call 1-877-681-5151.

This Agreement may be periodically amended by KHI and the amendment will become effective upon electronic or written notice from KHI to Account Holder. Continued use of the KHI Card will constitute agreement of all terms, as amended.

SIGNED for and on behalf of

Agency Entity Name (Account Holder): \_\_\_\_\_

Authorized Signer Name: \_\_\_\_\_

Authorized Signer Title: \_\_\_\_\_

**Registration Details**

|                                |  |
|--------------------------------|--|
| Agency Entity Account Holder:  |  |
| Address:                       |  |
| Address:                       |  |
| City, Postal Code:             |  |
| Country, Phone:                |  |
| Is above also billing address: | <input type="checkbox"/> Yes <input type="checkbox"/> No (Provide on a separate sheet) |

**Billing Details**

|                          |   |
|--------------------------|---|
| Billing Preference:      | <input type="checkbox"/> Email <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> File Transfer (Custom) |
| Name, Email Address/Fax: |   |

**Payment Details**

|                  |  |
|------------------|--|
| Name, Phone/Fax: |  |
|------------------|--|

**Aircraft Details**

| *Required Fields | Type* | Tail Number* | Registration Number | Unit Number | Number of Cards | Home Base: Name or ICAO |
|------------------|-------|--------------|---------------------|-------------|-----------------|-------------------------|
| Aircraft 1       |       |              |                     |             |                 |                         |
| Aircraft 2       |       |              |                     |             |                 |                         |
| Aircraft 3       |       |              |                     |             |                 |                         |
| Aircraft 4       |       |              |                     |             |                 |                         |
| Aircraft 5       |       |              |                     |             |                 |                         |
| Aircraft 6       |       |              |                     |             |                 |                         |
| Any Aircraft     |       | Any          |                     |             |                 |                         |

List additional aircraft if needed separately.

**Mailing Address for Cards / Physical Address for Overnight Service**

|                               |  |  |
|-------------------------------|--|--|
| Office / Name / Title / Rank: |  |  |
| Address:                      |  |  |
| Address:                      |  |  |
| City, Postal Code:            |  |  |
| Country, Phone:               |  |  |

Account Holder and aircraft usage is governed the Account Holder Application Agreement (Terms & Conditions). Contact KHI at 1-877-681-5151.