

WEX FULL ACQUIRING ADDENDUM (NEW AND EXISTING MERCHANTS)

Internal North Merchant Number: _____

Sales Channel: _____

Sales Rep. Name: _____

Sales Rep. Phone Number: _____

Sales Rep. Email Address: _____

1. Client's Business Information:

Client's Business Legal Name: _____

DBA Name: _____

First/Last Contact Name: _____ Title: _____

Your Business Phone: _____ Your Business Fax: _____

Your Business Email Address: _____

WEX Annual Sales Volume \$ _____

2. WEX Full Acquiring Fees

WEX Authorization Fee (0D4)	\$ _____
WEX Sales Discount (840)	_____ %
WEX Refund Discount (841)	_____ %
WEX Chargeback Discount (842)	_____ %
WEX Chargeback Reversal Discount (843)	_____ %
WEX Chargeback Fee (29H)	\$ _____
WEX Retrieval Fee (29I)	\$ _____

Merchants participating in the WEX Full Acquiring program shall comply with the following terms:

- (a) Provide, at your own expense, all equipment necessary to permit the electronic acceptance of the WEX Cards, including the operation and maintenance of the equipment, telecommunication link, and provision of all networking services;
- (b) All authorization request data for WEX Card sales must include WEX cardholder account number, vehicle number, card expiration date, driver identification number; and the amount of the transaction, date and time of the transaction, quantity of goods sold, unit price, and product code (the "Authorization Request Data"). All manual WEX Card sales (i.e., sales facilitated by a card imprinter) must include an authorization number or other approval code from WEX along with the aforementioned Authorization Request Data;

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- (c) Not to submit a WEX Card sale for processing when a WEX Card is not presented at the time of the WEX Card sale;
- (d) Complete a WEX Card sale only upon the receipt of an authorization approval message and not accept a WEX Card when an expired card/decline message is received;
- (e) Not to submit a WEX Card sale for processing until the goods have been delivered or services performed;
- (f) Not to accept a WEX Card where the WEX Card appears to be invalid or expired or there is reasonable belief that the WEX Card is counterfeit or stolen;
- (g) Provide a copy of the receipt for a WEX Card sales, upon the request of the cardholder, to the extent permitted by applicable law, which shall not include the full account number or driver identification number;
- (h) Require the cardholder to sign a receipt when a WEX Card sale is not completed by an island card reader;
- (i) Take all commercially reasonable efforts to protect manual WEX Card sales data from fraud or misuse;
- (j) Not divide the price of goods and services purchased in a single WEX Card sale among two or more sales receipts or permit a WEX Card sale when only partial payment is made by use of the WEX Card and the balance is made with another bank card;
- (k) Maintain a record of all WEX Card sales, including the Authorization Request Data, for a period of one year and produce such records upon the reasonable request of WEX;
- (l) Notify Bank of any errors contained within a Settlement Report within forty-five (45) days of receipt of such report. Processor will not accept reprocessing requests for WEX transactions older than 90 days.
- (m) Allow WEX to audit records, upon reasonable advance notice, related to the WEX Full Acquiring Services; and
- (n) Retransmit WEX Card sales data when reasonably requested to do so.
- (o) Merchant acknowledges and agrees that its sole remedies with respect to the WEX Full Acquiring services shall be against Bank for the WEX Full Acquiring Services and not WEX, except to the extent that WEX knows of any fraud related to the WEX Cards and fails to provide notice of such fraud or WEX commits fraud in respect to the WEX Full Acquiring Services.

The terms of this WEX Full Acquiring Addendum (the "Addendum") shall serve to supplement the terms of your Merchant Processing Application and Agreement (the "Agreement"). By signing below, you acknowledge that you have read, understand and agree to comply with the terms set forth in this Addendum. Except as expressly set forth herein, the Agreement is hereby ratified in all respects and shall remain in full force and effect.

**Client's Business Principal:
Signature (please sign below):**

X _____ **Title:** _____ **Date:** _____

The party signing this Addendum must be the same party signing the Merchant Processing Application and Agreement.

Print Name of Signer: _____