



Phillips 66[®] Aviation Corporate Card Application

For business use only – Please type or print

The creditor and issuer of the Phillips 66 Aviation Corporate Card is U.S. Bank National Association dba Multi Service Aviation (“U.S. Bank” or “MSA”)

To ensure proper application processing, please be sure to:

1. Complete **ALL** parts of Section 1.
2. Complete Section 2 **ONLY** if estimated usage is less than or equal to \$50,000 per month, AND you agree to joint and several liability.
OR
Complete Section 3 **ONLY** if, regardless of estimated usage, you agree to corporate liability. Provide financial statements as stated in Section 3.
3. Read the attached Agreement and keep it for your records, along with a copy of this Application.
4. Return completed application and all additional information (such as financial statements) to Phillips 66 Aviation Corporate Card Center by fax to 1-913-451-1470 **AND** mail to P.O. Box 13050, Overland Park, KS 66282-3050.

Please note: Applications may be expedited by attaching a copy of your Business License, Certificate of Good Standing, Filing with Secretary of State, Tax Return, Balance Sheet and Income Statement, or Financial Statements.

If you have questions about the Phillips 66 Aviation Corporate Card program, please call 1-877-672-6888 or e-mail trustedwings@usbank.com

Section 1 – please complete all areas

Business Identification Information: In order to comply with the requirements of the USA PATRIOT Act, U.S. Bank/MSA require Company and/or Participant to provide its legal entity name, street address, taxpayer identification number, and other information that will allow U.S. Bank/MSA to identify each Company and Participant prior to establishing an Account for such entity. U.S. Bank/MSA reserves the right to require that Company and Participant promptly provide to U.S. Bank/MSA sufficient identification documents upon request in connection with USA PATRIOT Act compliance.

Company Information	Legal Company Name:			Parent Company (if applicable):		
	Contact Name:			Company Phone #:		
	Company Address 1 (no PO Box):			Company Fax #:		
	Company Address 2:			E-mail Address:		
	City:	State:	ZIP Code:	Website Address:		
	Date Company Established:		Number of Employees:		Federal Tax ID:	
	Net Annual Sales:		Total Assets:		D&B Number:	
	Describe Nature of Your Business:					
	Conduct Business in Foreign Country: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes , list countries and nature of business conducted:					

Business Type	<input type="checkbox"/> Government – specify: <input type="checkbox"/> U.S. Government <input type="checkbox"/> State <input type="checkbox"/> Other government:					
	<input type="checkbox"/> Non Profit <input type="checkbox"/> Partnership/LLP <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietorship (owner name: _____)					
	<input type="checkbox"/> Corporation – specify: <input type="checkbox"/> Public (symbol: _____) <input type="checkbox"/> Private <input type="checkbox"/> Other: _____					

Business Operations	Do you operate as any of the following? (check only the items that apply)					
	<input type="checkbox"/> Check casher, payday loan company, money transmitter, currency exchange/dealer, seller of monetary instruments					
	<input type="checkbox"/> In addition to primary business, provide any money services <input type="checkbox"/> Casino, card club, or other gaming establishment					
	<input type="checkbox"/> A cash-intensive business (more than 50% revenue in cash) <input type="checkbox"/> Travel Agency <input type="checkbox"/> Loan or finance company					
	<input type="checkbox"/> Broker/dealer, investment company <input type="checkbox"/> Pawn broker, auctioneer <input type="checkbox"/> Dealer of jewels, gems precious metals, art					
	<input type="checkbox"/> Automobile, truck, boat, or airplane dealer					

Existing U.S. Bank Products	Do you have any existing relationships with U.S. Bank / U.S. Bancorp (headquartered in Minneapolis, MN)? <input type="checkbox"/> Yes <input type="checkbox"/> No					
	If yes , please specify:					
	<input type="checkbox"/> Investment	<input type="checkbox"/> Loan/Lease	<input type="checkbox"/> Depository	<input type="checkbox"/> Vault Services	<input type="checkbox"/> Payment	<input type="checkbox"/> Global Trade & Finance
<input type="checkbox"/> Merchant	<input type="checkbox"/> Foreign	<input type="checkbox"/> Personal Accounts	<input type="checkbox"/> Wire Transfer	<input type="checkbox"/> ACH	<input type="checkbox"/> Controlled Disbursement	
<input type="checkbox"/> Other Cash	<input type="checkbox"/> Payable Through	<input type="checkbox"/> Corporate Trust	<input type="checkbox"/> Institutional Trust	<input type="checkbox"/> Other:		

Accounting/Billing Information	Accounting/Finance Manager:			Accounting/Finance E-mail:		
	Accounting/Finance Phone #:			Accounting/Finance Fax #:		
	Billing Address (if different from Company):					
	City:	State:	ZIP Code:			
	Receive Billing by: <input type="checkbox"/> Fax <input type="checkbox"/> Mail <input type="checkbox"/> Online – choose username and password			Bill Sort Method: <input type="checkbox"/> Tail Number		
Username: _____			<input type="checkbox"/> Card Number			
Password: _____						

Bank Info	Name of Bank:				
	City:	State:			

Flight Department Information	Flight Department/Chief Pilot Contact:			Flight Department E-mail:		
	Flight Department Phone #:			Flight Department Fax #:		
	Flight Department Address (if different from Company):					
	City:		State:		ZIP Code:	
	FAA Registration: <input type="checkbox"/> Part 91 <input type="checkbox"/> Part 135 <input type="checkbox"/> Part 121 <input type="checkbox"/> Part 125 <input type="checkbox"/> Part _____					
	Number Cards per Aircraft:		Estimated Monthly Usage:		Other Aviation Cards Used:	
	Aircraft Information (attach additional sheet if necessary)					
	Tail Number	Aircraft Type		Hours Flown per Month	Fuel Consumed per Month (gallons)	Based at (ICAO)

Section 2 – complete for estimated monthly usage less than or equal to \$50,000 AND agree to joint and several liability					
Authorized Officer must be one (1) of the following or have an ownership interest in Company (check one):					
<input type="checkbox"/> President/Chairman <input type="checkbox"/> Vice President <input type="checkbox"/> Treasurer <input type="checkbox"/> Owner/Proprietor <input type="checkbox"/> Partner					
Printed Name of Authorized Officer:			Title of Officer/Owner:		
Date of Birth:			Social Security Number:		
Physical Home Address:					
City:		State:		ZIP:	
I, as the above-named Authorized Officer, (a) request that U.S. Bank issue a Phillips 66 Aviation Corporate Card (“ Card(s) ”) and account (“ Account ”); (b) authorize U.S. Bank to verify my employment and income history and all other information I have provided, and to obtain information about me from other creditors, credit bureaus, third parties, and federal or state records for use in assessing my personal credit worthiness in connection with U.S. Bank’s extension(s) of credit under the Agreement; (c) agree to be jointly and severally liable, as principal and not as surety or guarantor, to repay any and all transactions charged to any and all Accounts, plus interest and other charges, according to the terms of the Agreement; (d) authorize U.S. Bank to share information about its experiences with me with U.S. Bank affiliates, credit bureaus, etc.; and (e) agree that Accounts will be used for business purposes and not personal, family, or household purposes.					
Authorized Officer Signature:					

Section 3 – complete for any estimated usage AND agree to corporate liability					
Along with your Phillips 66 Aviation Corporate Card Application (“ Application ”), please attach a copy of the last three (3) years of audited financial statements. If the most recent annual financial statements are more than five (5) months old, please attach the most recent interim financial statements as well. Please ensure that this Application is completely filled out, signed and all requested documents are attached before submitting to Phillips 66 Aviation Corporate Card Center.					
Authorization and Execution: By completing this Application, Company acknowledges and agrees that: (i) all information provided in this Application is true, complete and accurate and Company has the authority to provide such information and complete such Application; (ii) Company requests that U.S. Bank establish a Phillips 66 Aviation Corporate Card Account in the name of Company and to issue Cards in accordance with the Agreement attached to this Application; (iii) U.S. Bank will review this Application and may, at its sole discretion, grant such request, but that U.S. Bank is under no obligation to approve such Application; (iv) Company shall be bound by the attached Agreement upon signing this Application; and (v) U.S. Bank is authorized to investigate, obtain, and exchange reports and information regarding this Application, any resulting Accounts, with credit reporting agencies and other parties with legitimate business needs for such reports or information. If this Application is approved, Company and U.S. Bank agree that the Agreement attached to this Application shall constitute the entire agreement between Company and U.S. Bank, and shall become effective on the Effective Date referenced in the Agreement.					
Company certifies to U.S. Bank that the person executing this Application is authorized by Company in accordance with its organization rules and applicable law to bind Company to the Agreement attached to this Application, including the authority to incur Obligations in the name of the Company. Company certifies that the signer’s authorization to bind Company and incur Obligations in the name of Company is evidenced by the following:					
<input type="checkbox"/> The Company is publicly traded and the signer is an officer as indicated on Company’s Form 10-K as filed with the SEC (no additional information needed unless requested). <input type="checkbox"/> The signer is an officer of Company and is acting in his or her capacity as an agent of Company. Furthermore, the signer represents and warrants that he or she is duly authorized by an applicable Bylaw, Article, or other Corporate Authority to enter into transactions of this nature. Company represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Company to be duly bound by this Application and the attached Agreement (no additional information needed unless requested).					
If one (1) of the above boxes cannot be checked, or if in the opinion of the U.S. Bank Corporate Payment Systems Risk Management Division further proof of authority is necessary, Company must provide a Corporate Certificate of Authority which complies with Company’s Articles of Organization or Bylaws. Once completed, please check the box below and submit the original Corporate Certificate of Authority with this Application.					
<input type="checkbox"/> Company has completed the U.S. Bank Corporate Certificate of Authority.					
By signing below, each individual signing this Application in his or her capacity as an authorized signing officer of Company and not in his or her personal capacity, certifies and warrants that all action required by Company’s organizational documents to authorize the signer(s) to act on behalf of Company in all actions taken under this Application and the attached Agreement have been taken, including but not limited to, (a) the authority to incur Obligations on behalf of Company; (b) the empowerment in the name of and on behalf of Company to enter into all transactions contemplated in this Application and the attached Agreement; and (c) the signatures appearing on all supporting documents of authority are authentic. Company has read, understands, and agrees to the Agreement attached to this Application and U.S. Bank is entitled to act in reliance upon the authorizations and certifications set forth in this Application.					
Must sign for any credit limit of with Corporate Liability.					
In witness whereof, Company has, by its duly authorized signer(s), executed this Application and agrees to the attached Agreement.					
Signature:			2 nd Signature (if required by Company):		
Printed Name:		Date:	Printed Name:		Date:
Printed Title			Printed Title:		

Phillips 66 Aviation Corporate Card Application Agreement and Terms and Conditions

Please read and retain for your records and future reference.

The creditor and issuer of the Phillips 66 Aviation Corporate Card is U.S. Bank National Association dba Multi Service Aviation (“**U.S. Bank**” or “**MSA**”). The Phillips 66 Aviation Corporate Card Program Terms and Conditions (the “**Agreement**”) is entered into, by and between MSA and “**Company**” (entity defined in Section 1 of the Application) for the establishment of a Phillips 66 Aviation Corporate Card account(s) (“**Accounts(s)**”). This Agreement supersedes any previous and like agreements with Company.

EFFECTIVE DATE. The Agreement shall not become effective until U.S. Bank has 1) approved the credit of Company, and 2) approved this Application and Agreement. The “**Effective Date**” of this Agreement shall be the date Application is signed by Company.

SCOPE OF PHILLIPS 66 AVIATION CORPORATE CARD PROGRAM. Upon approval as indicated above, MSA will issue Phillips 66 Aviation Corporate Cards (“**Card(s)**”) and establish related Accounts for Company and any affiliated entity as Company may designate in writing to MSA while this Agreement is in effect (“**Participant**”) pursuant to the Phillips 66 Aviation Corporate Card Program policies and procedures. The Phillips 66 Aviation Corporate Card Program (the “**Program**”) includes: transaction processing, reporting, billing, and payment systems with respect to purchases of aviation fuels and other products and services by corporate, commercial, and government aircraft operations (“**Services**”). Company shall furnish a list, in writing, to Phillips 66 Aviation Corporate Card Center designating such Participant(s) and business names, if business activities are conducted under a name other than that of Company. Company shall have the right to exclude any Participant from the Program upon written notice to Phillips 66 Aviation Corporate Card Center. Company shall also provide aircraft identification information (if applicable). Unless Phillips 66 Aviation Corporate Card Center notifies Company to the contrary, or a Card has been terminated as provided herein, all Cards will expire upon the expiration or termination of this Agreement. All Accounts established and Cards issued hereunder shall be used solely for business purposes and shall be governed by this Agreement, as it may be amended from time to time.

LIABILITY. Company, and if applicable, Authorized Officer, shall be liable for all Obligations incurred or arising by virtue of the use of a Card and/or Account of Company, Participant, or any Cardholder. “**Obligations**” means all amounts charged to an Account including, without limitation, all purchases, fees, and other charges or amounts due that are owed to MSA by Company, its Authorized Officer(s), affiliates, Participants, and/or Cardholders. “**Cardholder**” means the individual using the Card at the time of the incurrence of the Obligations.

a. **Joint and Several Liability.** Company and the Authorized Officer are jointly and severally liable to MSA for all Obligations. This liability structure applies to any PCL (as defined below) of less than or equal to fifty thousand U.S. Dollars (\$50,000.00) where Section 2 of the Application has been signed by the Authorized Officer.

b. **Corporate Liability.** Company is solely liable to MSA for all Obligations. This liability structure applies to any PCL where Section 3 of the Application has been signed by an authorized signer of Company.

BILLING PROCEDURE. Phillips 66 Aviation Corporate Card Center will send to the Company a weekly billing statement (the “**Statement**”), which will itemize all charges for the billing period. The amount shown on the Statement as “**Bill Total**” shall be due and payable upon receipt of the Statement by the Company. Payment is due within fourteen (14) days after the date on the Statement (“**Week Ending Date**”).

DELINQUENCY. An Account will become delinquent unless Phillips 66 Aviation Corporate Card Center receives the amount shown on the Statement as Bill Total, less any disputed amounts, within twenty-one (21) days after the Week Ending Date, unless otherwise agreed upon by Phillips 66 Aviation Corporate Card Center and Company. Any unpaid portion of the Bill Total will be shown on subsequent Statements under the “**Account Summary**” section and noted as outstanding. In the event of Company’s delinquency, U.S. Bank may elect to terminate this Agreement immediately upon notice to Company. Whether or not U.S. Bank has elected to terminate this Agreement, if any part of the amount under Account Summary shown on any Statement remains unpaid at twenty-one (21) days past the Week Ending Date or any succeeding Week Ending Date, Company also shall pay to U.S. Bank a “**Late Charge**” in an amount equal to 3/8 of 1% per week (19.5% APR) of such amount. Court costs plus reasonable attorney fees (as allowed by law) may be added to any delinquent balance referred to an attorney for collection.

In the event Company fails to make full payment when due, Company acknowledges and agrees that U.S. Bank may, in addition to all other rights and remedies, invoke any and all statutory or equitable lien rights or those of any participating aviation merchants in connection with the enforcement of U.S. Bank’s right to payment under this Agreement, and authorizes U.S. Bank to file a lien for the unpaid Obligations, plus Late Charges from the date of the oldest unpaid Obligations, aircraft title search fees, filing fees and attorney fees, against any aircraft for which Obligations was incurred and made to Card(s). If the Obligations remain unpaid, U.S. Bank may institute suit against Company to enforce the lien and collect the Obligations.

If a lien is filed, it will be based on the aircraft lien laws of the State of Texas (regardless of the domicile of the Company or where it does business, or the state of registration of the aircraft or where the aircraft owner resides or does business, or where any of the Services were furnished, or where jurisdiction may otherwise be proper regardless of where the aircraft was at the time such Obligations was incurred). Venue for enforcement of this Agreement and any lien shall be in the state courts of the Commonwealth of Virginia, USA, regardless of diversity issues or amounts owed, and by using this Card, the Company waives objections to U.S. Bank’s choice of law or forum. Service of process by certified mail, return receipt requested, postage prepaid, and mailed to the Company at the address on the Application shall be sufficient to confer jurisdiction regardless of where the Company is geographically located or does business. The Company will be liable to U.S. Bank for all costs and expenses of liens and litigation including, but not limited to, Late Charges, attorney’s fees, court and discovery costs and/or other costs incurred by U.S. Bank in enforcing its rights hereunder.

DISPUTED BILLINGS. Disputes regarding charges or billings hereunder shall be communicated in writing to Phillips 66 Aviation Corporate Card Center at P.O. Box 13050, Overland Park, Kansas 66282-3050, by fax to 913-451-1470, or by e-mail to trustedwings@usbank.com. Communications should include the Company’s and, if applicable, the Participant’s name(s) and account number(s), the dollar amount of any dispute or suspected error, and a description of the dispute or error. **Any communication regarding a dispute or suspected error must be received in written form by Phillips 66 Aviation Corporate Card Center within thirty (30) days from the last day of the billing cycle in which the disputed invoice was posted to the Account.** If the disputed invoice is found to be an accurate billing transaction, then payment will be due as set forth in this Agreement.

LOST OR STOLEN CARD OR COMPROMISED ACCOUNTS. Company shall **immediately, upon receipt of such information**, notify Phillips 66 Aviation Corporate Card Center by either: 1) telephone at 1-877-672-6888 or 1-913-344-6590; 2) in writing addressed to Phillips 66 Aviation Corporate Card Center at P.O. Box 13050 Overland Park, KS 66282-3050; 3) via facsimile at (913) 451-1470; or 4) by an agreed upon electronic means as to any lost or stolen Card(s) or information associated with the Account. Company shall also **immediately** notify Phillips 66 Aviation Corporate Card Center by either: 1) telephone at 1-877-672-6888 or 1-913-344-6590; 2) in writing addressed to Phillips 66 Aviation Corporate Card Center at P.O. Box 13050 Overland Park, KS 66282-3050; 3) via facsimile at (913) 451-1470; or 4) by an agreed upon electronic means to cancel a Card or other Account access. After notification has been made to Phillips 66 Aviation Corporate Card Center to cancel such Card(s) and/or Account access, use of such Card(s) and/or Account access are expressly prohibited, and the cancelled Card(s) must be immediately returned to Phillips 66 Aviation Corporate Card Center. Company and/or Authorized Officer is liable for the unauthorized use of the Card until Phillips 66 Aviation Corporate Card Center receives notification of the lost or stolen Card or to cancel the Account access. Neither Company nor Authorized Officer shall be liable for any Obligations incurred or arising by virtue of the use of a Card following receipt by Phillips 66 Aviation Corporate Card Center of notice of such loss, theft, or request to cancel Account access. If fewer than ten (10) Cards are issued to Company, liability will not exceed fifty U.S. Dollars (\$50.00) per Card once Phillips 66 Aviation Corporate Card Center has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized. If ten (10) or more Card(s) are issued to Company, Company and/or Authorized Officer shall be liable for all unauthorized use as provided above, this is, until Phillips 66 Aviation Corporate Card Center has been notified of the lost or stolen Card(s) and confirms that such transactions were, in fact, unauthorized; in such cases, liability is not limited to fifty U.S. Dollars (\$50.00) per Card. Company agrees to assist Phillips 66 Aviation Corporate Card Center in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of the Card and/or Account and to comply with such

procedures as may be required by Phillips 66 Aviation Corporate Card Center in connection with Phillips 66 Aviation Corporate Card Center's investigation. Phillips 66 Aviation Corporate Card Center is not responsible for controlling the use of any Card(s), other than as specifically provided herein.

PRICING. U.S. Bank reserves the right to change pricing upon thirty (30) days prior notice to Company. The following fees apply to this Agreement:

- a. If any payment on Account is returned unpaid or the bank fails to honor any payment to U.S. Bank, Company agrees to pay the returned funds fee of thirty U.S. Dollars (\$30.00) or the amount allowed by law.
- b. Late Charges as detailed in the "DELINQUENCY" section above.
- c. An administration fee of seven point five percent (7.5%) is assessed on all non-fuel and some fuel transactions that occur outside of the United States and Canada. In some instances, the seven point five percent (7.5%) administration fee may be applied in Canada. Specific information can be obtained from International Operations at 1-913-344-6596.

Failure of U.S. Bank to apply any fee or charge outlined in this Agreement at any time does not prohibit U.S. Bank from ever applying such fee or charge.

If Company has legal tax exempt status, the assessment of taxes must be controlled by the Company. It is Company's responsibility to notify the merchant of tax-exempt status at the time of purchase to ensure the merchant does not charge taxes for which Company is not responsible. Taxes may not be deducted from any amounts billed by MSA.

CONFIDENTIALITY. U.S. Bank considers the Program to be a unique service involving proprietary information of U.S. Bank. Company agrees that the Program reports, manuals, documentation, systems, processes, and related materials (whether or not in writing) are confidential and will be circulated only to employees and agents of Company, and only to the extent necessary for Company to participate in the Program. U.S. Bank agrees that it will maintain all non-public data relative to Company Account(s) under the Program as confidential information, and U.S. Bank agrees to use such data regarding Company exclusively for the providing of Services to Company hereunder and not to release such information to any other party; provided, however, that U.S. Bank must disclose transaction information to merchants and third party processors, and U.S. Bank may collect, maintain, and, at its option, disseminate information and data concerning charge activity which does not contain any direct or indirect identification of Company. If an Account has been closed or is found to be in adverse standing, MSA or Phillips 66 Aviation Corporate Card Center may, at its discretion, share limited Account information with merchants within the Program solely to prevent fraud or misuse of the Account. The parties agree to take all reasonable steps to safeguard such proprietary information and not to release such information to any person or party not essential to participation in the Program. U.S. Bank uses reasonable efforts to provide prompt and accurate transaction data and is not responsible for any errors in such data.

TERM, TERMINATION, AND SUSPENSION.

- a. This Agreement shall remain in full force and effect for the initial term of three (3) years from the Effective Date, and shall continue thereafter until terminated in accordance with this Section. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party. The effective date of termination shall be stated in such written notice of termination. All Cards and related Accounts shall be deemed canceled effective upon termination of this Agreement, and all Cards shall be returned to Phillips 66 Aviation Corporate Card Center.
- b. Notwithstanding the foregoing, U.S. Bank shall have the right to terminate this Agreement immediately, by written notice of such termination to Company, upon any one (1) or more of the following events: (i) dissolution or liquidation of Company; (ii) insolvency of Company or the filing of a bankruptcy or insolvency proceeding, the appointment of a receiver or trustee for benefit of creditors, or Company enters into an arrangement with its creditors; (iii) any material and adverse change in the financial condition of Company; or (iv) any failure to perform a material obligation of this Agreement.
- c. Upon termination of this Agreement for any reason, Company shall return all Cards to Phillips 66 Aviation Corporate Card Center. Company and Authorized Officer, if applicable, shall remain liable for all Obligations incurred or arising by virtue of the use of a Card and/or Account prior to the termination date.
- d. U.S. Bank shall have the right to suspend any and all services and obligations to Company under this Agreement in the event that: (i) Company has breached any term of this Agreement; (ii) Obligations due from Company, in the aggregate, exceeds the PCL (as defined below); or (iii) payment is not received by U.S. Bank within thirty (30) days after any Week Ending Date.
- e. Rights, obligations, or liabilities that arise prior to the suspension or termination of this Agreement shall survive the suspension or termination of this Agreement.

INDEMNIFICATION.

- a. Except to the extent that any injury is due to Company or a Participant's negligent acts or omissions, U.S. Bank shall indemnify and hold Company and Participants harmless against all losses, damages, costs, expenses, and liability which may result in any way from any negligent or wrongful act or omission of U.S. Bank, its agents, employees, and subcontractors. U.S. Bank shall indemnify and hold Company and Participants harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright, or other proprietary right arising out of or incident to this Agreement.
- b. Except to the extent that any injury is due to U.S. Bank's negligent acts or omissions, Company shall indemnify and hold U.S. Bank harmless against all losses, damages, costs, expenses, and liability which may result in any way from any negligent or wrongful act or omission of Company, Participants, its agents, employees, and subcontractors. Company and Participants shall indemnify and hold U.S. Bank harmless against demands, claims, suits, or proceedings alleging infringement of any patent of the United States, or any trademark, service mark, copyright, or other proprietary right arising out of or incident to this Agreement.

LIMITATION OF LIABILITY. IN NO EVENT SHALL COMPANY, PARTICIPANT(S), MSA, OR ANY AFFILIATE OF MSA, INCLUDING PHILLIPS 66 AVIATION CORPORATE CARD CENTER, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OF ANY NATURE.

WARRANTIES. Company warrants the truth, completeness, and accuracy of the following in connection with this Agreement: (i) the financial information and all other information provided to U.S. Bank; (ii) this Agreement is a valid, binding, and enforceable agreement; (iii) the execution of this Agreement and the performance of its obligations are within Company's powers, has been authorized by all necessary action, and does not constitute a breach of any agreement of Company with any party; (iv) Company has and continues to comply with all applicable state and federal statutes, ordinances, rules, regulations, and requirements of governmental authorities as they relate to the use of the Card and/or participation in the Program; (v) the execution of this Agreement and the performance of its obligations under this Agreement will not cause a breach by it of any duty arising in law or equity; and (vi) Company possesses the financial capacity to perform all of its obligations under this Agreement. The parties agree that the failure of any of the above representations and warranties to be true during the term of this Agreement shall constitute a material breach of this Agreement, and U.S. Bank will have the right, upon notice to Company, to immediately terminate this Agreement and all amounts outstanding hereunder shall be immediately due and payable. **U.S. Bank hereby disclaims any and all warranties with respect to goods and services purchased with the Cards and/or Accounts, including, without limitation, the implied warranty of merchantability or fitness for a particular purpose.** This warranty and damages disclaimer shall apply whether U.S. Bank acts as card issuer, arranger of third party credit, or otherwise.

FINANCIAL INFORMATION. Since this Agreement is for an extension of credit with a financial institution and not a vendor services agreement, Company shall provide information as requested by U.S. Bank to perform periodic credit reviews. Unless such information is publicly available or available through U.S. Bancorp (U.S. Bank's parent company) or any of its subsidiaries, Company shall provide audited financial statements, prepared by Company's independent certified public accountant, as soon as available and in any event not later than one hundred twenty (120) days after the end of each fiscal year of Company. In the event U.S. Bank requires additional information to conduct its review of Company, Company agrees to provide to U.S. Bank such other information regarding the business, operations, affairs, and financial condition of Company as U.S. Bank may reasonably request. Such information may include, but is not limited to, quarterly financial statements, organizational charts, executive biographies and other formal documentation.

AGGREGATE PRODUCT CREDIT LIMIT. Subject to credit approval by U.S. Bank, an Aggregate Product Credit Limit (the "PCL") for all Accounts shall be established by U.S. Bank pursuant to this Agreement.

a. **Revising the PCL.** U.S. Bank, at its sole discretion, shall have the right to revise the PCL. U.S. Bank shall provide notice to Company of any decrease in the PCL which results in a revised PCL that is lower than the aggregate current amount outstanding on all Accounts. Upon such event, Company shall have ten (10) days to make a payment to U.S. Bank that is sufficient to reduce the aggregate current amount outstanding to an amount that is equal to or less than the revised PCL.

b. **Fraudulent Activity.** U.S. Bank may temporarily revise any PCL and/or limit spending activity on any Account for which fraudulent activity is suspected.

CHANGE IN TERMS OF THE AGREEMENT. U.S. Bank may change the terms of this Agreement at any time by giving Company notice. If permitted by applicable law, such changes will apply to existing Account balances as well as future purchases. If Company does not accept the changes, Company must notify U.S. Bank in writing within twenty-five (25) days after the date of the notice. Company also must pay U.S. Bank in full, according to the terms of the existing Agreement, and return all Cards to Phillips 66 Aviation Corporate Card Center.

REGISTERED MARKS AND TRADEMARKS. Company has no right, title, or interest, proprietary or otherwise, in or to the name or any logo, copyright, service mark, or trademark owned or licensed by U.S. Bank or ConocoPhillips Company or one of its subsidiaries.

NOTICES. Except with respect to notices relating to the status of individual Cards which may be established in writing between U.S. Bank and Company or a Participant, all notices, requests, and other communication provided for hereunder must be directed to Customer at the address on the Application and, to Phillips 66 Aviation Corporate Card Center at P.O. Box 13050, Overland Park, Kansas 66282-3050. Unless otherwise specified herein, requests and other communication provided for hereunder must be in writing, postage prepaid, or hand-delivered. Either U.S. Bank or the Company may, by written notice to the other, change its notification address.

GOVERNING LAW. The validity, interpretation, and performance of this Agreement will be controlled by and construed under the laws of the State of Minnesota (without giving effect to the conflict of law principles thereof) and applicable federal laws.

COMPANY CONTACT(S). The Company Contact(s) listed on the Application is authorized to provide U.S. Bank and/or MSA and/or Phillips 66 Aviation Corporate Card Center with the information necessary to establish the Account records and Cards, including, but not limited to, passwords, aircraft information, and other Account-related information. U.S. Bank and/or MSA and/or Phillips 66 Aviation Corporate Card Center is/are authorized to send all Account information and Cards produced to the attention of Company Contact(s). Company may, at any time, by written notice to Phillips 66 Aviation Corporate Card Center, change its Company Contact(s) or designate different Company Contact(s) than is listed on the Application.

ASSIGNMENT. This Agreement and any and all rights and obligations associated with the same may be assigned without prior notice to Company. All of U.S. Bank's rights under this Agreement shall also apply to any Assignee of this Agreement. Company may not assign or transfer this Agreement or any rights or obligations hereunder, by merger, operation of law, or otherwise, without the prior written consent of U.S. Bank.

CUSTOMER SERVICE. Company may contact Phillips 66 Aviation Corporate Card Center's customer service center at 1-877-672-6888 or 1-913-344-6590 for Program customer service.

SEVERABILITY. Should any provision of this Agreement be declared invalid for any reason, such decision shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provision(s) eliminated. The parties shall use their best efforts to agree upon a valid substitute provision in accordance with the purpose of this Agreement and the intent of the parties.

ACCOUNT SECURITY. The Program may enable Company to access Account and certain purchase information via MSA or Phillips 66 Aviation Corporate Card Center's website, including on-line billing and payment mechanisms and other media such as an automated telephone service. Company agrees to follow MSA security procedures and to keep any passwords confidential. Company is responsible for any losses or unauthorized access to Account data that results from failure of Company or that of Participants, employees, or other agents to fully comply with MSA security procedures.

IMPORTANT NOTICE. THIS AGREEMENT CONTAINS A CONFESSION OF JUDGMENT PROVISION WHICH CONSTITUTES A WAIVER OF IMPORTANT RIGHTS COMPANY MAY HAVE AS A DEBTOR, AND ALLOWS U.S. BANK TO OBTAIN A JUDGMENT AGAINST COMPANY WITHOUT ANY FURTHER NOTICE IN THE EVENT OF COMPANY'S DEFAULT.

CONFESSION OF JUDGMENT. If Company fails or refuses to honor any of its obligations set forth in this Agreement when they become due, it shall be in default, in which case Company appoints without any further action on its part Aviation Law Center as its attorney-in-fact acting under and by virtue of a power of attorney hereby duly executed and acknowledged by Company for the purpose of confessing judgment against Company in favor of U.S. Bank or their assignee for the unpaid balance of Company's indebtedness to U.S. Bank, plus post judgment interest at the rate of two percent (2%) per month of the outstanding balance as set forth in the judgment until paid in full, and the actual costs of collection, including filing fees, expenses, and attorney fees.