



Motion Fuel Contract Checklist

Please ensure you have the following documents ready for the fuel contract application process:

1. Void Cheque

- CAD Account (Mandatory for Canadian operations).
- USD Account (Required if paying in USD).

2. Driver's License

- A valid and up-to-date driver's license.

3. Truck Ownership

- Proof of ownership or leasing documentation for the truck(s).

4. Bank Statements


- Bank statements for the last two months (most recent).

5. Fuel Contract

- Your signed and completed Fuel Contract.

For assistance or further inquiries:

 Email: info@withmotion.com

 Phone: 416-613-3835

Make sure all copies are clear and legible. Missing or unclear documents may delay your application.

Continue Below ↓

2672866 ONTARIO LTD DBA MOTION FUEL
Authorization for Pre-Authorized Debit(s) & Cardlock Agreement

The undersigned (“**Payor**”) hereby provides this authorization (“**Authorization**”) to 2672866 Ontario Ltd ONTARIO INC DBA MOTION FUEL., and its successors and assigns (“**2672866 DBA MOTION FUEL**”), to process debits by electronic entry covering any or all monies owing to MOTION FUEL. All amounts debited will be in Canadian funds unless the Payor is being invoiced in U.S. Dollars.

In connection with such Authorization, the Payor further states and agrees as follows:

1. Payor’s name and address, etc is as follows:

Name	Telephone #		Fax #
Street Address	City/Town	Province	Postal Code
Email Address			
SIN #			
(Print) Name(s) of Shareholders and Directors:	Applicable Shareholder/Director Signature:	Date:	

2. The Following financial institution and bank account have been selected by Payor for the purposes of processing PADS (as such term is defined below) pursuant to this Authorization and delivery of the Authorization to 2672866 DBA MOTION FUEL constitutes delivery by the Payor to such financial institution.

Canadian Bank Account Information	
Account Name	Name of Financial Institution
Address of Financial Institution	
Street Address	City or Town, Province and Postal Code
Financial Institution Number	Branch Number
Account Number	

US Bank Account Information	
Account Name	Name of Financial Institution
Address of Financial Institution	
Street Address	City/Town & Postal Code
Routing and Transit Number	
Account Number	

3. The Payor agrees to participate in the Business Pre-Authorized Debit Plan described in the provisions of this Authorization and the Payor authorizes to draw a debit in paper, electronic or other form for the payment of goods or services related to the commercial activities of the Payor (collectively, the “**PADS**” and each is a “**PAD**”) on the account indicated on the previous page (the “**Account**”) at the financial institution(s) referenced in paragraph 2 above (each such entity, a “**Financial Institution**”). The Payor hereby authorizes the Financial Institution to honour and pay any and all such debits. The Payor agrees that any direction it may provide to draw any PAD, and any PAD drawn in accordance with a continuing but revocable written authority given by the Payor to 2672866 DBA MOTION FUEL authorizing 2672866 DBA MOTION FUEL to issue PADS against the Account at the Financial Institution, shall be binding on the Payor as if signed by the Payor, and, in the case of paper debits, as if they were cheques signed by the Payor. This Authorization is for business purposes only.

4. The Payor acknowledges that this Authorization is provided for the benefit of 2672866 DBA MOTION FUEL and of the Financial Institution and is provided in consideration of the Financial Institution agreeing to process PADS against the Account in accordance with this Authorization and with the rules of the Canadian Payment Association (the “**Canadian Rules**”) with respect to all Financial Institutions located in Canada or with the NACHA Operating Rules (the “**US Rules**”) and together with the Canadian Rules, collectively, the “**Rules**”) with respect to all Financial Institutions located in the United States. In the event of any conflict between this Authorization and the Rules, the provisions of this Authorization shall prevail.

5. Attached to this Authorization are one or more specimen cheques of the Payor each marked “Void” and a true and accurate copy of a government-issued photo identification for each of the director(s) and shareholder(s) listed on the previous page.

6. The Payor agrees to notify 2672866 DBA MOTION FUEL, in writing of any change in the banking information provided herein at least thirty (30) days prior to the effective date of any such change.

7. The Payor represents and warrants that all persons whose signatures are required to authorize withdrawals from any of the Payor’s bank accounts located at any Financial Institution have signed this Authorization in the places indicated and that all persons signing this Authorization are authorized signatories and are duly authorized to execute this Authorization.

8. This Authorization may be revoked by the Payor at any time upon the provision of written notice of revocation to 2672866 DBA MOTION FUEL ten (10) business days prior the next due date of a PAD.

The revocation of this Authorization by the Payor does not terminate any contract for goods and services that may exist between the Payor and 2672866 DBA MOTION FUEL. This Authorization applies only to the method of payment and does not otherwise have any bearing on any contract for goods and services exchanged.

9. The Payor hereby waives any and all PAD pre-notification requirements otherwise required either by Rule H1 of the Canadian Rules or by Section 2.3 or any other applicable provisions of the US Rules, as applicable.

10. The Payor acknowledges that the Financial Institution(s) referenced in paragraph 2 is/are not required, as a condition to honouring PAD, to verify that any PAD has been drawn in accordance with this Authorization, including without limitation amount, frequency and fulfillment of any purpose of any PAD.

11. The revocation of this Authorization by the Payor does not terminate, nullify or make void any contract for goods or services that exists between the Payor and 2672866 DBA MOTION FUEL. This Authorization applies only to the method of payment and does not otherwise have any bearing on the contract for goods and services exchanged.

12. The Payor agrees that it may only dispute a PAD under the following conditions:

- (a) The PAD was not drawn in accordance with this Authorization; or
- (b) This Authorization was revoked in compliance with the provisions of Article 8 above prior to the PAD being processed.

The Payor acknowledges that in order to be reimbursed, a declaration, duly signed by the Payor, to the effect that one of the foregoing circumstances occurred, must be completed and presented to the branch of the applicable Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed PAD was posted to the Payor's account. The Payor acknowledges that, after this ten (10) business day period, the Payor shall resolve any dispute regarding a PAD solely with 2672866 DBA MOTION FUEL (outside the payments system), and that the applicable Financial Institution shall have no liability to the Payor respecting any such PAD.

13. The Payor acknowledges that the information contained in the Authorization may be disclosed to 2672866 DBS MOTION FUEL's financial institution(s), as may be required or desirable to complete any PAD transactions and the Payor consents to such disclosure.

14. The Payor agrees to comply with the Rules, as applicable, or any other rules or regulations which may affect the services and/or transactions described herein, as may be introduced in the future, or are currently in effect. In addition, the Payor agrees to execute any further documentation which may be prescribed from time to time by the applicable provisions in the Rules in respect of the services and/or transactions described in this Authorization.

15. The Payor hereby understands and agrees that to secure the Payor's obligation to make all payments and to perform in full of all of the terms and conditions contained in this Authorization, the Payor hereby grants to 2672866 DBA MOTION FUEL a continuing general security interest (the "**Security Interest**") in all inventory, equipment, accounts receivable, chattel paper, documents of title, securities, instruments, and intangibles (all of the foregoing collectively, the "**Collateral**") and proceeds in any form or fixtures derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for Collateral destroyed, damaged or otherwise. The Payor confirms and agrees that the Security Interest described herein is complete and valid without the necessity of any other or further documentation in respect thereof and is intended to constitute a security agreement as defined in the provisions of the *Personal Property Security Act*, R.S.O. 1990 c.P. 10, as amended from time to time (the "**PPSA**"). The security agreement described in the provisions of this Section 15 shall survive the termination, expiry, repudiation, disaffirmance or disclaimer of this Authorization. The undersigned shall from time to time forthwith on 2672866 DBA MOTION FUEL's request do, make and execute all such financing statements, further assignments, documents, acts, matters and things as may be required by 2672866 DBA MOTION FUEL of or with respect to the Collateral or any part thereof or as may be required to give effect to this Authorization and the Payor hereby constitutes and appoints 2672866 DBA MOTION FUEL as the true and lawful attorney of the undersigned irrevocable with full power of substitution to do, make and execute all such statements, assignments, documents, acts matters or things with the right to use the name of the Payor whenever and wherever it may be deemed necessary or expedient. Upon default by the Payor of any of its obligations under the provisions of this Authorization (including without limitation the Payor's obligations to make all payments specified in the provisions of this Authorization), 2672866 DBA MOTION FUEL shall be entitled at its sole option (and without any obligation so to do), to exercise any remedies available to it as a secured party under the PPSA in respect of the Collateral. The Security Interest described in the provisions of this Section 15 is given in addition to, and not as an alternative to, and the rights and remedies afforded to 2672866 DBA MOTION FUEL thereunder may be exercised by MOTION FUEL without prejudice to any of 2672866 DBA MOTION FUEL's other rights and remedies under the provisions of this Authorization and at law. The Payer covenants and agrees that all Collateral shall be owned by the Payor and except in the ordinary course of the Payor's business, the Payor shall not at any time without the prior written consent of 2672866 DBA MOTION FUEL, such consent not to be unreasonably withheld, dispose of all or any part of the Collateral.

16. Other terms:

- Payor is responsible for any and all transactions that occur on their assigned cards, regardless of whether they claim the card was not used by them or their affiliates;
- Payor is responsible for cancelling and reporting any stolen cards immediately, if the card is stolen and misused, the Payor is ultimately responsible for any transactions that occur on their cards;
- All cards are property of 2672866 DBA MOTION FUEL and must be returned to 2672866 DBA MOTION FUEL upon demand or upon termination of this agreement;
- Unless otherwise provided in the provisions of this Authorization, payments are due and owing in the amount specified on the invoice provided by 2672866 DBA MOTION FUEL;
- Prices are determined by 2672866 DBA MOTION FUEL based upon its sole and absolute interpretation of the surrounding market conditions and are subject to change at any time at the sole discretion of 2672866 DBA MOTION FUEL;
- Payor agrees that product supplied by 2672866 DBA MOTION FUEL will be consumed in the carrying on of the Payor's business and will not be resold except in the ordinary course of its business;
- Assumption for all risks is passed to the Payor when the product leaves the nozzle;
- This Authorization is not transferable or assignable by the Payor;
- Failure to comply with these terms and conditions may result in cancellation of credit privileges and services by 2672866 DBA MOTION FUEL without further notice;
- The terms and conditions of this Authorization may be changed by 2672866 DBA MOTION FUEL at any time subject to applicable law.
- The undersigned hereby agree and consent to authorize 2672866 DBA MOTION FUEL to obtain from any credit reporting agency, or any other source, such information as 2672866 DBA MOTION FUEL may deem appropriate, at any time, in connection with the credit hereby applied for;
- This Authorization is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, excluding their rules governing conflicts of laws; the Payor hereby attorns to the exclusive jurisdiction of the courts of the Province of Ontario or the Federal courts of Canada located in the City of Brampton, Ontario in respect of any matter referred to it hereunder, notwithstanding any rules governing conflicts of laws; and
- The parties hereto confirm their express wish that this Authorization and all documents and agreements directly or indirectly relating thereto be drawn up in the English language. Les parties reconnaissent leur volonté expresse que la présente entente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.

By signing below, the undersigned certify that each of them has read and understood and agree to all terms and conditions described above and that the above information is true and correct. It is hereby understood and agreed that any default in payment shall incur an interest charge at the rate of 2% per month (24% per annum). In the event of non-payment and collection or court proceedings are required; the undersigned agree that they will pay for all costs and expenses incurred in collecting any and all unpaid indebtedness including all legal and collection fees and that this obligation is joint and several among each of the undersigned.

Please check the following box, if applicable:

The Payor hereby consents* to receive electronic communications, including but not limited to emails, from 2672866 DBA MOTION FUEL.

*Note: Consent may be modified or withdrawn at any time by contacting info@withmotion.com

Executed by Payor as of

Witness 1

Name of Payor:

Name:

Per: _____
Name:
Title:

Witness 2

Name:

INDEMNITY

Each of the undersigned hereby jointly and severally guarantee, as principal debtors in their personal capacities, and not as sureties, the prompt payment of all amounts payable by the Payor to 2672866 DBA MOTION FUEL pursuant to this agreement ("**Indebtedness**"). For greater certainty, each of the undersigned shall not guarantee the repayment of the Indebtedness except to the extent of a repayment amount that becomes due and owing to 2672866 DBA MOTION FUEL under the Indebtedness. The guarantees and indemnities contained in herein are absolute and unconditional, and the obligations of each of the undersigned shall not be released, discharged, mitigated, impaired or affected by any extensions of time, indulgences or modifications which 2672866 DBA MOTION FUEL may extend to or make with the Payor in respect of the payment of the Indebtedness, any waiver by or failure of 2672866 DBA MOTION FUEL to enforce any of the provisions of this Authorization or any other dealings of any nature or kind whatsoever between 2672866 DBA MOTION FUEL and the Payor, including, without limitation, any amendments to this Authorization. Payment of all present and future debts and liabilities of the Payor to the undersigned (the "Postponed Indebtedness") is hereby postponed to payment of the Indebtedness. If the undersigned now or in the future holds any security for the Postponed Indebtedness (the "Postponed Security"), the security interests, charges and encumbrances constituted thereby shall be postponed to all present and future security held by 2672866 DBA MOTION FUEL in respect of the Obligations, notwithstanding the order of execution, delivery, registration or perfection of the security interests held by 2672866 DBA MOTION FUEL and the undersigned, respectively, the order of advancement of funds, the order of crystallization of security, or any other matter which may affect the relative priorities of such security interests. As security for the obligations of the undersigned to 2672866 DBA MOTION FUEL under this Authorization, the undersigned assigns to 2672866 DBA MOTION FUEL the Postponed Indebtedness and the Postponed Security. The undersigned consents to registration of a financing statement in accordance with Section 15 of the Authorization and agrees to be bound by the terms and conditions of Section 15 of the Authorization. The undersigned hereby waive notice of any non-performance, on the part of the Payor of any of the provisions of this Authorization, and any right that they may have in the event of such non-performance to require 2672866 DBA MOTION FUEL to pursue any rights or remedies against the Payor or pursue any other remedy within its power. 2672866 DBA MOTION FUEL shall have the right to enforce the provisions of this section against each of the undersigned as if they were named in this Authorization in the place of the Payor and regardless of the release or discharge of the Payor in any receivership, bankruptcy, winding-up or other creditors' proceedings. No action or proceeding brought or instituted by 2672866 DBA MOTION FUEL pursuant to the guarantee and indemnity contained in this section, and no recovery in pursuance thereof, shall be a bar or a defense to any further action or proceeding which 2672866 DBA MOTION FUEL may bring under the within guarantee and indemnity by reason of any further default by the Payor under this Authorization.

Each of the undersigned hereby acknowledges receipt of a copy of this Authorization.

Executed by each of the undersigned as of

Witness 1 Signature: _____
Witness 2 Signature: _____

Client Signature: _____
Client Name: _____

Witness 1 Signature: _____
Witness 2 Signature: _____

Client Signature: _____
Client Name: _____

Witness 1 Signature: _____
Witness 2 Signature: _____

Client Signature: _____
Client Name: _____

Witness 1 Signature: _____
Witness 2 Signature: _____

Client Signature: _____
Client Name: _____

After completing, kindly email all documents to info@withmotion.com