

2603642 ONTARIO INC
&
2672866 ONTARIO LTD DBA U-GO FUEL
Authorization for Pre-Authorized Debit(s) & Cardlock Agreement

The undersigned ("**Payor**") hereby provides this authorization ("**Authorization**") to 2603642 & 2672866 Ontario Ltd ONTARIO INC DBA U-GO FUEL., and its successors and assigns ("**2603642 & 2672866 DBA U-GO FUEL**"), to process debits by electronic entry covering any or all monies owing to 2603642 & U-GO 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			
(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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL authorizing 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBS U-GO 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 2603642 & 2672866 DBA U-GO FUEL a continuing security interest (the "**Security Interest**") in all inventory, accounts receivable and other security which is subject to or associated with the provisions of this Authorization from time to time (collectively, the "**Collateral**"). 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. 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), 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL thereunder may be exercised by 2603642 & U-GO FUEL without prejudice to any of 2603642 & U-GO 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 2603642 & 2672866 DBA U-GO FUEL, such consent not to be unreasonably withheld, dispose of all or any part of the Collateral.

16. Mortgage as Security - The Payor and guarantor consent to the registration of a mortgage against their properties, or any of them, in an amount equal to the credit limit set by 2603642 & 2672866 OBA U-GO FUEL from time to time. The Payor and guarantor acknowledge that such mortgage shall be payable on demand and shall accrue interest at the rate of 24 per cent on any amounts unpaid to 2603642 & 2672866 OBA U-GO FUEL from time to time. The Payor and guarantor further appoint 2603642 & 2672866 OBA U-GO FUEL and their officers and directors as their attorney for purposes of signing any documentation necessary to register the said Mortgage, including the Acknowledgment Direction generated by the Teraview system.

17. 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 2603642 & 2672866 DBA U-GO FUEL and must be returned to 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL;
- Prices are determined by 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL;
- Payor agrees that product supplied by 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL without further notice;
- The undersigned hereby agree and consent to authorize 2603642 & 2672866 DBA U-GO FUEL to obtain from any credit reporting agency, or any other source, such information as 2603642 & 2672866 DBA U-GO 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.
- The Payor agrees that in the event that any pre-authorized payment is not honoured by its bank, then the payor shall pay the amount attempted to be withdrawn together with a service of \$250.00 by bank draft or certified cheque within three (3) business days of receipt of written notice of such dishonourment.

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 2603642 & 2672866 DBA U-GO FUEL.

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

Executed by Payor as of the ___ day of _____, 20__

Witness 1

Name:

Witness 2

Name:

Name of Payor:

Per: _____

Name:

Title:

I have authority to bind the corporation

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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL may extend to or make with the Payor in respect of the payment of the Indebtedness, any waiver by or failure of 2603642 & 2672866 DBA U-GO FUEL to enforce any of the provisions of this Authorization or any other dealings of any nature or kind whatsoever between 2603642 & 2672866 DBA U-GO FUEL and the Payor, including, without limitation, any amendments to this 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 2603642 & 2672866 DBA U-GO FUEL to pursue any rights or remedies against the Payor or pursue any other remedy within its power. 2603642 & 2672866 DBA U-GO 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 2603642 & 2672866 DBA U-GO FUEL pursuant to the guarantee and indemnity contained in this section, and no recovery in pursuance thereof, shall be a bar or a defence to any further action or proceeding which 2603642 & 2672866 DBA U-GO 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 the ___ day of _____, 20__.

Witness 1 Signature: _____

Client Signature: _____

Witness 2 Signature: _____

Client Name: _____

Witness 1 Signature: _____

Client Signature: _____

Witness 2 Signature: _____

Client Name: _____

Witness 1 Signature: _____

Client Signature: _____

Witness 2 Signature: _____

Client Name: _____

Witness 1 Signature: _____

Client Signature: _____

Witness 2 Signature: _____

Client Name: _____