

Section 1: COMPANY INFORMATION				
LEGAL BUSINESS NAME ("the applicant"):			BUSINESS NAME TO BE PRINTED ON CARDS (max. 21 characters):	
LOCATION ADDRESS:			CITY, STATE/PROVINCE, ZIP/POSTAL CODE:	
PRIMARY CONTACT NAME:		PRIMARY CONTACT TELEPHONE		PRIMARY CONTACT EMAIL:
PRIMARY CONTACT FAX:		WEB URL ADDRESS/DOMAIN NAME:		EXISTING SHELL ACCOUNT NUMBER (if applicable)
LEGAL STATUS:	Sole Proprietorship	Partnership	Corporation	Government
LANGUAGE PREFERENCE		English		French
NATURE OF BUSINESS:				YEARS IN BUSINESS:
IS COMPANY TAX EXEMPT ( <i>If Yes, we will contact you for confirmation of your tax exempt status</i> )				

Section 2: Select Shell Fleet Card Options	
<b>HOW MANY CARDS DO YOU REQUIRE?</b> <i>Required</i>	
<b>CARD EMBOSING</b> <i>Your business name (as stated in Section 1) will be automatically embossed on the first line of each card. If you need to emboss other information on your cards beyond your business name, you can instruct us to do so by ticking yes in this section. A Shell representative will call you to confirm the necessary details. Optional</i>	
Yes ----- No	
<b>PRODUCT CATEGORY CARD PURCHASE RESTRICTIONS</b> <i>Please select one of the card purchase restrictions listed. Card Purchase restrictions can be changed at any time online via eTRAC or by calling our Customer Service Center. Optional</i>	
Fuel Only	
Fuel, Car Wash, Washer Fluid and Oil Only	
All Product Categories	
<b>PROVINCIAL RESTRICTIONS</b> <i>Please select the provinces in which you anticipate purchasing. Careful selection will significantly increase the security of your cards; provincial restrictions can be changed at any time by calling our Customer Service Centre or online via eTRAC. Optional, no selection means all Provinces</i>	
British Columbia	
Nova Scotia	
Alberta	
New Brunswick	
Saskatchewan	
Prince Edward Island	
Manitoba	
Newfoundland	
Ontario	
Yukon	
Quebec	
Northwest Territories /	
<b>How much do you plan to spend each month using the Shell Fleet Cards (fuel and other products):</b>	

\*Based on the information provided above, if the credit limit assessed by Shell is greater than \$25,000, company's financial statements may be requested.

Section 3: PRE-AUTHORIZED DEBIT (PAD) or eTRAC™ ONLINE PAYMENT	
Please provide account information details.	
Transit/Branch Number Institution Number	Account Number
Name of Financial Institution	Branch Name
Branch Address	City, Province, Postal Code
<b>Please enclose a void cheque with this application form for both PAD and eTRAC online payments.</b>	
<b>Please see Appendix A for the complete Pre-Authorized Debit Plan Terms and Conditions, which shall be applicable to this Application Agreement.</b>	

Section 4: MISCELLANEOUS	
Shell Sales Representative: <i>Name, Phone Number, Email</i>	
Promotion Code and/or AIR MILES Collector Number:	
Notes: <i>Discount, Volume, Payment Terms/Method and Fees, as applicable</i> In order for applicant to be entitled to receive a discount ("Discount") of [X] cents per litre at Shell retail sites in Canada, applicant must purchase, through its use of the card(s), a minimum volume of fuel product equal to [X] litres per annum (the "Minimum Volume").	

If the Minimum Volume is not met during any year, then the provisions of Section 1 of the Discount and Minimum Volume Specific Terms (attached hereto as Appendix B) shall apply in respect of the Minimum Volume Penalty that shall be due and payable by applicant.

**Please see Appendix B for the specific terms applicable to your Discount and Minimum Volume requirement. The General Terms & Conditions, attached hereto as Appendix C, shall apply to applicant's use of the card(s), except as expressly varied by written agreement between Shell and applicant. Acceptance of the terms of this Application and use of the card(s) includes acceptance of the General Terms & Conditions.**

Section 5: COMPANY INFORMATION	
LEGAL BUSINESS NAME ("the applicant"):	
LOCATION ADDRESS:	CITY, STATE/PROVINCE, ZIP/POSTAL CODE:
BILLING CONTACT NAME:	BILLING CONTACT EMAIL:

Section 6: BUSINESS REFERENCES			
BANK REFERENCE:	Account #:	CONTACT:	TELEPHONE NUMBER:
TRADE REFERENCE (SUPPLIER) NAME:	Account #:	CONTACT:	TELEPHONE NUMBER:
TRADE REFERENCE (SUPPLIER) NAME:	Required	CONTACT:	TELEPHONE NUMBER:
TRADE REFERENCE (SUPPLIER) NAME:	Account #:	CONTACT:	TELEPHONE NUMBER:

I consent to Shell Canada Products and its partners, and each of their respective affiliates, successors and assigns ("Shell") using, obtaining from, exchanging with or disclosing to third parties all information concerning the applicant that has been or may hereafter be acquired in connection with this application for the purposes of conducting credit investigations, ensuring the accuracy of the information contained in this application, processing this application, entering into, administering, performing and enforcing any agreement or transaction in connection with the credit applied for in this application and providing account services for any card(s) issued to the applicant. I understand that Shell will share certain business related information, such as transaction data and contact information, with the retailer of the station to which the discount benefit of this product is linked.

I consent to the transfer of the information contained in my application to locations outside of Canada. As such, I understand that foreign governments, courts, regulatory agencies or law enforcement personnel may be able to obtain disclosure of any information provided in this application including information, if any, about natural persons, through the laws of the applicable jurisdiction which may be different than the laws of Canada.

I certify that the information in this application is true and confirm that I am duly authorized to complete this application on behalf of the applicant. I confirm that the card(s) will be used for business purposes only. I acknowledge and agree that use of the card(s) and receipt of any discounts or other benefits related thereto are subject to applicant credit approval, as determined by Shell in its sole discretion. I certify that I have read and accept these terms and conditions.

I agree that the use of the card(s) constitutes acceptance of the SHELL FLEET CARD PROGRAM General Terms and Conditions.

**Authorized Signing Officer(s), Principal(s), Partner(s), or Proprietor(s)**

By signing below, I acknowledge and agree to everything written herein and in the Shell Card Program Terms and Conditions, which forms part of this application.

Title	Name
Signature	Date
Check this box if you wish to receive special offers and other news from Shell via e-mail. <input type="checkbox"/>	

PERSONAL CONSUMER CREDIT REPORT	
<p>In order to evaluate this application, Shell Canada Products and its partners, and each of their respective affiliates, successors and assigns ("Shell") may require a personal consumer credit report with respect to the owner or a title-authorized officer of the applicant company. By providing the requested information and signing below, you agree and authorize Shell to collect, use and disclose your personal information including your credit and other financial information for the purposes of conducting credit investigations and processing this application. This is not a personal guarantee and no personal guarantee is required.</p> <p>The personal information collected about you will be shared with other Shell group companies and with our 3rd party service providers that assist Shell in processing this application. As such, your personal information may be processed and stored in locations outside of Canada. The processing of your personal information will adhere to Shell's privacy practices and applicable privacy laws.</p> <p>If you have questions about Shell's privacy policy or about our practices with respect to service providers located outside of Canada, please e-mail us at <a href="mailto:privacyincanada@shell.com">privacyincanada@shell.com</a>.</p>	
Name	Title
Home Address	
Signature	Date
Spouse's Name (If Joint)	Spouse's Signature (if joint)

## APPENDIX A

### Pre-Authorized Debit Plan Terms and Conditions

In these terms and conditions, the following terms shall have the following meanings: "Account" means your business account at the Financial Institution(s) chosen by you to be drawn under this authorization; "Business PAD" means a pre-authorized debit drawn on your Account for payment of the full balance owing by you to Shell Canada Products in connection with your business or commercial activities; "Financial Institution" means your financial institution(s) chosen by you and indicated in this Authorization as the financial institution payor; "you" and "your" means the business applicant payor agreeing to participate in the Pre- Authorized Debit (PAD) plan indicated.

1. You agree to participate in this Business Pre-Authorized Debit plan and you authorize Shell Canada Products to draw, and your Financial Institution to honour and pay, Business PADs drawn on your Account at your Financial Institution for payment at the full balance owing by you to Shell Canada Products when due. You agree that any direction that you provide to draw a Business PAD, and any Business PAD drawn in accordance with this Authorization, shall be binding on you.
2. This Authorization is for business purposes only and relates to commercial activities with Shell Canada Products and not to personal or household activities.
3. You may revoke this Authorization at any time by delivering written notice of revocation to Shell Canada Products at least 10 business days prior to the next due date of a Business PAD. The contact information for Shell Canada Products is 400 – 4th Avenue SW, PO Box 100, Station M, Calgary, AB, T2P 2H5, attention: Commercial Fleet Solutions. You acknowledge that as this Authorization applies only to method of payment, any revocation of this Authorization by either you or Shell Canada Products does not amend, terminate, nullify or make void any contract that exists between you and Shell Canada Products. To make inquiries, obtain information or seek recourse with respect to this Authorization, you may contact Shell Canada Products at the address set out in this clause. You may obtain a cancellation form or further information on your right to cancel this authorization at your Financial Institution or by visiting [www.cdnpay.ca](http://www.cdnpay.ca).
4. You agree that your Financial Institution is not required to verify that any Business PAD has been drawn in accordance with this Authorization including amount, frequency and fulfillment of any purpose of any Business PAD.
5. You agree delivery of this Authorization to Shell Canada Products constitutes delivery by you to your Financial Institution. You agree that Shell Canada Products may deliver this Authorization to its financial institution. You consent to the disclosure by Shell Canada Products to its financial institution of any personal and business information contained in this Authorization that is directly related to and necessary for the proper application of the Rules of the Canadian Payments Association ("CPA") applicable to the Province of Quebec only, such consent constituting the consent required under the legislation pertaining to the protection of personal information in the private sector. (L.R.Q.c.P39.1)
6. You agree to waive the notice requirements under the Rules of the CPA, whichever is applicable: (a) with respect to fixed amount Business PADs, the 10 calendar days written notice (to be given before the due date of the first Business PAD and prior to each and every change in the amount or payment(s) date) of the amount to be debited and the due date(s) of debiting; (b) with respect to variable Business PADs,

the 10 calendar days written notice (to be given before the due date of every Business PAD) of the amount to be debited and the due date(s) of debiting (c) with respect to Business PAD plans that provide for the issuance of a Business PAD in response to your direct action (such as, but not limited to, a telephone instruction) requesting Shell Canada Products to issue a Business PAD in full or partial payment of a billing received by you, the 10 calendar days written notice.

7. You may dispute a Business PAD by providing a signed declaration to your Financial Institution that: (a) the Business PAD was not drawn in accordance with this Authorization; (b) this Authorization was revoked in compliance with Article 3 above or (c) confirmation of an electronic PAD agreement was not received by you within 15 days of submitting such. You acknowledge that in order to obtain reimbursement from your Financial Institution for the amount of a disputed Business PAD, you must sign a declaration to the effect that either (a) or (b) above took place and present it to your Financial Institution up to and including but not later than 10 business days after the date on which the disputed Business PAD was posted to your Account. You acknowledge that after this 10 day period, you shall resolve any dispute regarding a Business PAD solely with Shell Canada Products and that your Financial Institution shall have no liability to you respecting any such Business PAD. You have certain recourse rights if any debit does not comply with this authorization. For example, you have the right to recourse reimbursement for any debit that is not authorized or is not consistent with this Business PAD authorization. To obtain more information on your recourse rights, you may contact your Financial Institution or visit [www.cdnpay.ca](http://www.cdnpay.ca).
8. You warrant that all information about your Account is accurate and you shall notify Shell Canada Products, in writing, of any change in your Account information provided in this Authorization at least 10 business days prior to the next due date of a Business PAD. In the event of any such change this Authorization shall continue in respect of any new account to be used for Business PADs
9. You warrant and guarantee that all persons whose signatures are required to sign on the Account have signed this Authorization.
10. You agree to comply with the rules of the CPA, or any other rules or regulations which may affect the services described herein, as may be introduced in the future, or are currently in effect. You agree to execute any further documents which may be prescribed from time to time by the CPA in respect of the services described herein.
11. You covenant that you have read and understood and agree to all terms and conditions described in this authorization.
12. (Applicable in the Province of Quebec only) You covenant that you have obtained a legal opinion from a legal counsel of your choice with respect to the implications of your execution of this Authorization prior to agreeing to this Authorization. You and Shell Canada Products herein acknowledge that each has requested and consented to have this Agreement and all documents and correspondence ancillary thereto drafted in English only. Les parties aux présentes reconnaissent qu'elles ont demandé et accepté que la présente convention ainsi que tous les documents et toute la correspondance connexes soient rédigés en anglais seulement.

## APPENDIX B

### Discount and Minimum Volume Specific Terms

#### 1. Minimum volume

**1.1** It is acknowledged and agreed that the Discount set out in Section 4 (Miscellaneous) of this Application Agreement has been calculated on the basis of the Minimum Volume of fuel which must be purchased by applicant with the card(s) within the given period shown. The Discount shall be deducted from the period statement issued to applicant in respect of the applicant's card account ("Account"). Shell shall carry out reviews at the end of each such period to assess whether or not the Minimum Volume has been met and may, in its sole discretion, revise the Minimum Volume and/or Discount accordingly.

**1.2** In addition to the foregoing, if the Minimum Volume for any given period has not been met, Shell may: (i) upon one month's written notice to the applicant, advise applicant that Shell has elected to revise the Minimum Volume and/or Discount and that such revised Discount shall be applied to all purchases of fuel product going forward from the date specified in the notice (the "Price Increase Date"); and (ii) require the applicant to pay to Shell an amount equal to (a) the difference between the Minimum Volume and the volume of fuel product actually purchased during the relevant period, multiplied by (b) the difference

between the value of the Discount prior to the Price Increase Date and the value of the Discount following the Price Increase Date (the "Minimum Volume Penalty"). The value of the Minimum Volume Penalty shall be set forth on the periodic statement issued to applicant next following the Price Increase Date and shall be due and payable in accordance with the terms set forth in such periodic statement.

**2. Amendments.** Shell reserves the right to change the terms of this Application Agreement at any time and in any manner without notice. Changes may include, among other things, changing the benefits, imposing additional restrictions, or terminating the Shell Fleet Card Program. In addition, Shell reserves the right to immediately terminate any Account in the event of any fraud or abuse in connection with the Shell Fleet Card Program.

**3. Conflict.** If there is a conflict or inconsistency between a provision of the body of this Application and that of the Shell Fleet Card Program Card General Terms and Conditions scheduled hereto, then the provision of the body of this Application Agreement shall prevail.

## APPENDIX C

### Shell Fleet Card Program General Terms and Conditions

Please see attached.