



Application



Petro-Canada™ SuperPass™ Cards provided by Hancock Petroleum Inc.

Please complete in full, including the Business Account and Card Customization section on reverse. Application must also include copies of driver's licences, and completed EFT form.

Fax back for your Petro-Canada™ SuperPass™ Card: (780)875-2095

Call (780)875-2495 if you have any questions or special requirements.

Please tell us about your business...

Company name / Registered business name/Customer Name				How long established years months	
Physical address(Mandatory)		City	Province	Postal code	
Mailing Address (If Different From Above)		City	Province	Postal Code	
Subsidiary of	Doing business as	Daytime telephone number ()	Cellular telephone number ()	Fax number ()	
Type of business	Legal status <input type="checkbox"/> corporation <input type="checkbox"/> individual proprietorship (owner operator) please provide below owner(s) name and SIN <input type="checkbox"/> partnership please provide below owner(s) name and SIN				
Owner(s) / Partners(s) Name and Residential Address			Social Insurance Number		
<i>Please attach separate list if required</i>					
Occupation <i>Owner operator / individuals only</i>			Employer name <i>Owner operator / individuals only</i>		
Bank / Trust company / Credit union name and branch address				Account number	
Other Suncor/Petro-Canada account names				Account number	
Current fuel supplier			Account number	Financial statement available <input type="checkbox"/> yes <input type="checkbox"/> no	

4 Credit / Suppliers / Character References *Please attach separate list if required*

Name	Address	Telephone Number	Account Number

Please tell us about your fleet...

Estimated monthly fuel purchases at Petro-Canada service stations in Canada \$	Estimated monthly fuel purchases at Petro-Canada cardlocks in Canada \$	Coloured fuel required <input type="checkbox"/> yes <input type="checkbox"/> no <i>please complete reverse</i>
Number of vehicles	Type of vehicles <input type="checkbox"/> cars / light trucks <input type="checkbox"/> medium duty trucks <input type="checkbox"/> heavy duty trucks	Cards used by brokers <input type="checkbox"/> yes <input type="checkbox"/> no
Accounts Payable Name	Accounts Payable Email	

Please review and sign below...

The undersigned request(s) a SuperPass Card(s) and renewal(s) or replacements thereof from time to time. Use of the SuperPass Card(s) will constitute acceptance of the **"Business Cardholder Agreement"** which is included for your review with this application. The undersigned hereby certifies this information to be true and complete. **The undersigned consent(s) to Hancock Petroleum Inc. obtaining from, exchanging with or disclosing to other credit grantors and recognized credit bureaus any and all information concerning the undersigned for the purposes of ensuring the accuracy of this information, conducting ongoing credit investigations, monitoring credit status and entering into and performing the Agreement.** The undersigned is authorized to make this application.

Applicant name <i>Please PRINT</i>	Applicant position / Title	E-mail address-Owner
Applicant signature	Date	Language preference <input type="checkbox"/> English <input type="checkbox"/> French

X

Business Account and Card Customization

Petro-Canada™ SuperPass™ Cards provided by Hancock Petroleum Inc.

Please complete the following in full to tailor your SuperPass account and cards to your specific needs. Call (780)875-2495 if you have any questions or special requirements.

Company name/Registered business name _____

Please choose your card options...

<input type="checkbox"/> driver assigned card each driver keeps own card	number of cards _____ <input type="checkbox"/> vehicle assigned card card is kept in vehicle	number of cards _____ Note : For added security, all cards/drivers have a Personal Identification Number (PIN). Please list driver names/vehicle numbers below.
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Please complete below the specific information you require for your cards. Please attach a separate list if more than 4 cards are required.

Card no.	Fuel Requirements	Individual 4 Digit Pin #	Embossing Line (E.g. Driver's Name/Unit#)
001	Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Dyed Gas <input type="checkbox"/> Dyed Diesel <input type="checkbox"/> Solvent <input type="checkbox"/>		
002	Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Dyed Gas <input type="checkbox"/> Dyed Diesel <input type="checkbox"/> Solvent <input type="checkbox"/>		
003	Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Dyed Gas <input type="checkbox"/> Dyed Diesel <input type="checkbox"/> Solvent <input type="checkbox"/>		
004	Gas <input type="checkbox"/> Diesel <input type="checkbox"/> Dyed Gas <input type="checkbox"/> Dyed Diesel <input type="checkbox"/> Solvent <input type="checkbox"/>		

Please complete the following if you qualify for tax exempt coloured fuel† Available at Petro-Pass™ cardlocks only.

<input type="checkbox"/> Saskatchewan <i>Please provide a copy of your Fuel Tax Exemption Permit.</i>	TEFU / AFFB number _____ <input type="checkbox"/> Alberta	<input type="checkbox"/> British Columbia <i>Please provide a copy of your FIN 438 Coloured Fuel Account Certification.</i>
<input type="checkbox"/> Ontario <i>We will contact you.</i>	<input type="checkbox"/> Manitoba <i>We will contact you.</i>	

Please choose your additional card and service options...

- Prompt ODOMETER reading at time of purchase
- Prompt other information at time of purchase (e.g. UNIT NUMBER) *Available at Petro-Pass sites only.*
- Yes! Please call me to customize my cards for location and product access:**

† Contact your provincial taxation office to confirm.

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**Please complete ALL pages including ABW form and a copy of driver's licence and fax to: (780)875-2095
or email: office@hancockpetroleum.ca**

Office Use Only

Application Requirements	Initials of Employee
Copy of Driver's License on File	
Copy of ABW Form/ Copy of Void Cheque	
Valid References on Application	
Credit Check reviewed on customer	

Business Cardholder Agreement

Petro-Canada™ SuperPass™ Cards provided by Hancock Petroleum Inc.

Use of the enclosed Petro-Canada™ SuperPass™ Credit Card (“SuperPass Card”) issued by Hancock Petroleum Inc. (“Marketer”), a Suncor Energy Products Partnership (“Suncor”) approved reseller of SuperPass Cards, is subject to the following Terms and Conditions and the party named on the SuperPass Card (the “Customer”) agrees that use of the enclosed SuperPass Card is deemed to be acceptance of such Terms and Conditions by the Customer.

1. PRODUCT PURCHASES AND PRICE

Marketer shall sell or cause to be sold to the Customer, and the Customer agrees to purchase from Marketer, at authorized Petro-Card sites and retail outlets operated by Suncor or its licensees, dealers or agents (“SuperPass facilities”) and by use of the SuperPass Card, petroleum products. The SuperPass Card may be used for the purchase of petroleum products (provided that dyed diesel may be purchased using the SuperPass Card only in jurisdictions where the Marketer is properly licensed or registered to sell dyed diesel), and for convenience store products other than alcohol, lottery tickets and tobacco and any other government regulated products from time to time. The price for petroleum products purchased at authorized Petro-Card sites shall be Marketer’s price in force for the Customer for the grade purchased at the time and place of purchase. The price for petroleum products purchased at authorized retail outlets shall be determined by the Marketer and may differ from the posted price at the time and place of purchase. The price for goods and services purchased by the Customer, including convenience store products, may differ from the posted price at the time and place of purchase. All applicable Federal and Provincial sales and goods and services taxes or harmonized sales taxes are included in the price.

Marketer assumes no liability for the failure of any SuperPass Card to be honoured at any time.

2. PAYMENT TERMS AND LINE OF CREDIT

The Customer does not request a line of credit for a specific dollar amount. Depending on the usage by the Customer, the balance of the account could exceed the line of credit. Marketer may change the line of credit at any time without notifying the Customer in advance.

The Customer agrees to pay Marketer the full amount of all purchases of fuel, goods and services, including all applicable federal and provincial sales and goods and services taxes, in respect of which the SuperPass Card has been used, together with a credit charge thereon, as applicable.

Invoicing for purchases will be provided and payment will be due 30 days after the invoice is issued. If full payment of the new balance is not received by the payment due date, Customer agrees that credit charges will accrue interest at a rate of 2% per month (26.82 % effective annual rate) from the transaction date to the date it is paid in full. Such credit charges will be reflected on the Customer’s next statement. If account exceeds 60+ days delinquent, account and cards will be shut off until account is paid in full. If account exceeds 90+ days delinquent status, legal action will be taken. If EFT is returned NSF, account will be charged a \$25 fee as well the account and cards will be shut off until account is paid in full.

3. CHANGES TO PRICE, CREDIT TERMS AND CONDITIONS

Without limiting the generality of the foregoing, Marketer reserves the right to modify the credit terms or change any price from time to time in accordance with these Terms and Conditions.

4. RESPONSIBILITY FOR LOST OR STOLEN CARDS

The Customer is responsible for the care, control and safekeeping of all SuperPass Cards, keeping the personal identification number (PIN) confidential and ensuring that the PIN is kept separate from the SuperPass Card at all times. In the event that the SuperPass Card is lost or stolen, the Customer shall immediately notify Marketer and the police. The Customer shall be under no liability in respect of purchases made with the SuperPass Card subsequent to the time of a Customer call acknowledged by the Marketer or actual receipt of written notification by Marketer but shall in all circumstances be liable for all purchases made prior to the time of a Customer call acknowledged by the Marketer or actual receipt of such written notification by Marketer.

5. DISPUTED INVOICES AND STATEMENTS

If the Customer finds any discrepancy or inaccuracy of any kind in its invoice or statement, the Customer undertakes to notify Marketer by phone or in writing within thirty (30) days from the Customer’s receipt of the invoice. Marketer cannot be held responsible for purchases exceeding these restrictions.

6. CUSTOMER LIABILITY

The Customer is responsible for all indebtedness resulting from the authorized or unauthorized use of the SuperPass Cards. The Customer remains responsible and agrees to pay for all purchases made on or with the SuperPass Card regardless of whether or not such purchases were made under the authority (express or implied or ostensible) of the Customer, or whether the purchases were made on a SuperPass Card that was active or dormant, provided that in the case of loss, misplacement, theft or misuse of the SuperPass Card such responsibility shall cease upon receipt by Marketer of notice from the Customer in accordance with clause 4.

It is understood and agreed by the Customer, that neither Suncor nor Marketer can be held and neither is responsible for purchases exceeding any purchase restrictions and limit restrictions requested by Customer for the SuperPass Card.

The Customer undertakes and agrees with Marketer that it shall at all times during the continuance of this Agreement, observe and perform, all the Terms and Conditions set out in this Agreement, including without limitation, to reimburse Marketer for all costs and expenses (including, without limitation, legal fees on a full indemnity basis) which Marketer may pay, incur or sustain in relation to any action taken to enforce the terms or conditions of this Agreement against the Customer.

7. SET-OFF

Where the Customer has incurred any liability to Marketer whether under this Agreement or under any other Agreement entered into between Marketer and Customer, Marketer shall be at liberty and with notice to the Customer to set-off the amount of such liability against any sum of monies due to the Customer.

8. CONSENT AND DISCLOSURE

Customer agrees that Marketer may collect and exchange credit and other information from recognized credit bureaus and other credit grantors for the purposes of ongoing credit investigations, monitoring credit status, and in the event the account is not paid as agreed, Marketer may report the customer’s liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Customer also agrees that, from time to time, and in the event that the customer is a non-incorporated business, is a sole-proprietor, partner or partnership that consumer reports containing credit information on the individual may be requested from and received from credit reporting agencies.

9. CANCELLATION AND RESTRICTION OF USE OF CARD

The SuperPass Card, including any renewal or replacement card, shall be valid until the date appearing thereon unless it has been previously cancelled. The Customer shall not, in any way, issue, resell or provide the SuperPass Card to a third party. Notwithstanding any of these Terms and Conditions, Marketer and/or Suncor may, acting reasonably, cancel the SuperPass Card at any time. Use of the SuperPass Card after the SuperPass Card has been cancelled as aforesaid is illegal and fraudulent. Upon cancellation of the SuperPass Card for any reason, the entire balance of the Customer’s indebtedness shall, at Marketer’s option, become immediately due and payable notwithstanding the provisions of clause 2. The SuperPass Card is and remains the property of Suncor and shall be surrendered on demand by Suncor. Marketer and/or Suncor may, with or without cause and without giving notice to the Customer, revoke the Customer’s right to use the SuperPass Card, restrict the goods and services that may purchase using the SuperPass Card and/or determine the SuperPass facilities at which the Customer may use the SuperPass Card.

In the event that Marketer and/or Suncor is limited, for whatever reason, in its ability to supply automotive fuel to any or all its facilities or to the market, and without being required to declare it an event of force majeure, Marketer reserves the right to place purchase limits on the amount of automotive fuels that the Customer is entitled to purchase from Suncor, including no fuel at all.

In the event the account remains inactive for such a time as we may determine, no replacement or renewal SuperPass Cards will be issued. Marketer may close the Customer’s account and Marketer may request the Customer to reapply for a new account.

10. USE OF FACILITIES

The Customer shall use SuperPass facilities only for the fuelling of properly licensed vehicles used for commercial, industrial or governmental purposes, and for the purchase of goods and services. The Customer shall be familiar and comply with, and shall ensure that its employees, servants and agents are familiar and comply with, all applicable automotive fuel handling laws, regulations and rules of any government or government agency, or safety and operating rules and procedures of Suncor or its

licensees, dealers or agents as posted at *SuperPass* facilities. The Customer shall ensure that each of its employees, servants and agents who may use the *SuperPass* Card issued to Customer has been instructed in the safe operation of a *SuperPass* facility and the proper response to automotive fuel handling emergencies, including the location and use of fire extinguishers and emergency telephone numbers.

The Customer and its employees, servants and agents shall use *SuperPass* facilities and enter upon the lands at the *SuperPass* facilities entirely at their own risk.

The Customer shall be responsible for and indemnify and save harmless Marketer, Suncor and their respective directors, officers, employees, servants, agents, successors and assigns (the "Indemnitees") from any and all loss, liability, damage, cost, claim, expense, suit or action (including without limitation, environmental remediation costs and legal costs) which the Indemnitees or any of them may sustain or become subject to as a result of any damage to property (including automotive fuel and other property owned by Suncor or Marketer and property owned by others) or injury to person or persons arising out of or in connection with the Customer's use of any of the *SuperPass* facilities or the Customer's entry upon or use of the lands at any of any *SuperPass* facilities except where shown to have been caused by the negligence or willful misconduct of Marketer, Suncor or their employees.

The Customer shall, without limiting its liability hereunder, obtain, pay the premiums on and keep in force so long as the *SuperPass* Card issued to the Customer is valid, such general liability insurance as may be required by applicable automotive fuel handling laws or as a prudent businessman would obtain to cover losses for which the Customer may be responsible as set out above.

Use of the *SuperPass* Card by the Customer at participating truckstops in the United States is not permitted.

11. FORCE MAJEURE

Neither Marketer, Suncor nor Customer will be liable in damages or otherwise for failure to carry out the Terms and Conditions of this Agreement, in whole or in part, whether caused directly or indirectly by, or in consequence of, fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, differences with workers or others, failure of carriers to transport or furnish facilities for transportation, perils of navigation, impairment of supplies or its facilities or production, manufacture, transportation or distribution, or a shut down or temporary closure of the *SuperPass* facilities or other facilities, including Suncor's refineries, for any reason whatsoever, or any unsafe condition of the loading or unloading facilities at a supply or delivery point, or the inability for any reason to obtain materials used in the manufacture of the automotive fuels, or governmental or other authority whether pretended or real, or by any cause whatsoever beyond the control of such party who failed to carry out the Terms and Conditions of this Agreement, except financial, whether similar to or dissimilar from the causes enumerated herein, provided that nothing herein contained will relieve the Customer of the obligation to pay for the automotive fuel or goods and services sold to and purchased by the Customer.

In the event that Marketer or Suncor is excused from carrying out its obligations or is restricted in its ability to supply the Customer and other purchasers by virtue of the Terms and Conditions of the preceding paragraph, Marketer or Suncor, as applicable, may apportion supply among orders received or anticipated from the Customer and from other purchasers in such just and equitable manner as Marketer or Suncor, as applicable, may determine, without obligation on its part to supplement its supply at such place or to change its supply point for the Customer or any other customer.

12. FEES AND HANDLING CHARGES

A handling charge will be assessed for any cheque dishonoured by the Customer's financial institution.

In jurisdictions where Marketer is not prohibited by law from charging for individual invoice/statement copies requested by the Customer, Marketer reserves the right to charge up to [**\$1.00**] per individual invoice/statement copy.

13. OTHER PROVISIONS

Waiver by either party of any breach of any term or condition herein contained shall not be considered to be a waiver of any subsequent breach of the same or any other term or condition.

These Terms and Conditions cancel and supersede all other previous *SuperPass* Card or fuel card agreements or Terms and Conditions as agreed to by the parties hereto.

Marketer may, upon at least one (1) month's notice to the Customer, vary the Terms and Conditions hereof, but the Customer shall remain responsible for all indebtedness notwithstanding any such variations.

Use of the *SuperPass* Card after the effective date contained in Marketer's notice will be deemed to be acceptance of such new Terms and Conditions as of such effective date.

All notices required by these Terms and Conditions shall be in writing (save and except notice required to be given under clause 4, which shall in addition be immediately given by telephone) and may be given to the Customer by personal service, or to either the Customer or Marketer by letter, and in the case of a letter such notice shall be deemed conclusively to have been given and received on the third business day following the day on which the letter has been mailed in the post office, addressed to the party to whom the same is intended at the address provided or at such other address as may have been substituted therefore by proper notice hereunder. The Customer shall promptly notify Marketer of any change of Customer's address.

These Terms and Conditions, save as herein provided, shall ensure to the benefit of and shall be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto. The Customer shall not assign or transfer in any way the *SuperPass* Card or its rights or obligations hereunder, in whole or in part.

In the event that more than one person is named as Customer on the *SuperPass* Card, all obligations of the Customer contained herein shall be construed as being joint and several obligations of each such named person, and, when the context herein so requires or permits, the singular number will be read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

The *SuperPass* Card is the property of Suncor and must be returned to Suncor upon request. The Terms and Conditions printed on the *SuperPass* Business Credit Card Application and on the *SuperPass* Card form part of the Terms and Conditions of this agreement.

Any Terms and Conditions of this agreement or parts thereof not valid by virtue of any applicable legislation shall be null and void and severable, but the remainder of the Terms and Conditions shall be of full force and effect.

Customer agrees that Suncor is not a party to this agreement and this agreement does not create any rights or obligations between it and Suncor (other than the indemnity obligations of Customer to both Marketer and Suncor under clause 10 and Customer acknowledges that Suncor and the other Indemnitees associated with Suncor are each intended to be a third party beneficiary of rights of indemnity under clause 10). Customer shall not be entitled to rely on the provisions hereof in any action, suit or proceeding against Suncor. Use of the *SuperPass* Card constitutes acceptance of the Terms and Conditions of this agreement.