SENERGY PETROLEUM

Tax Exempt?
Y or N
If yes, please return Tax Exemption Questionnaire and required Certificates.

Type of Account: ☐ Terms ☐ C.O.D.

OFFICE USE ONLY: Sales Rep:_____

* Include Tax Questionnaire if Exemptions are Marked Yes

ACCOUNT APPLICATION & AUTHORIZATION AGREEMENT

COMPANY INFORMATION

Full Legal Company Name | Purchasing Contact

DBA or Trade Name | State of Formation | Purchasing Phone Number | Fax Number

Billing Address | City, State & Zip | Accounts Payable Contact

Street Address (if different from Billing Address) | City, State & Zip | Accounts Payable Email

Delivery Address | City, State & Zip | Accounts Payable Phone | Fax Number

INDICATE ONE:

☐ Sole Owner ☐ Partnership
☐ Corporation ☐ L.L.C.

Type of Business/Industry | Federal ID # | Date Company Established | DUNS Number

OWNERS, PARTNERS & SHAREHOLDER

Owner/Partner/Officer | Social Security Number | Title

Spouse's Name | Social Security Number | Home Phone Number | Cell Phone Number

Address | City | State | Zip

Owner/Partner/Officer | Social Security Number | Title

Spouse's Name | Social Security Number | Home Phone Number | Cell Phone Number

Address | City | State | Zip

REFERENCES

Bank Name | Branch | Checking Account Number | Bank Representative's Name

Bank Address | City & State | Zip | Bank Telephone Number

Current Fuel Supplier | Person to Contact | Telephone Number

Address, City, Zip & State | Email Address | Account Number

Trade Reference – Company Name | Person to Contact | Telephone Number

Address, City, Zip & State | Email Address | Account Number

Trade Reference – Company Name | Person to Contact | Telephone Number

Address, City, Zip & State | Email Address | Account Number

(PLEASE COMPLETE REVERSE SIDE)

Company Name: _____

SENERGY PETROLEUM, LLC

1. Company hereby authorizes, but does not require, Senergy Petroleum, LLC ("Senergy") to obtain consumer credit reports and to investigate any credit and financial records that are in the name of Company or its principal officers and owners. Senergy shall have the right to limit the amount of credit available to Company and may increase or decrease this limit at Senergy's sole discretion without notice to any person, including Company and Guarantor. In the event Company makes purchases that exceed any previously requested and/or approved credit limit, Company will be deemed to have actual knowledge of such additional credit purchases, and Company agrees to assume full responsibility therefore.

2. Customer's statement or delivery ticket will serve as notification that an automatic payment will be made from Customer's account to Senergy. The Electronic Fund Transfer Authorization Agreement executed in connection with this Credit Agreement shall be incorporated herein. Payment terms will be pursuant to the agreement between Customer and Senergy Petroleum. Any dispute or disagreement regarding invoices, billings, charges, or receipt or delivery of goods shall be deemed conclusively waived if not raised by Company, in writing, within ten (10) days following Company's receipt of invoicing therefore. All past due amounts shall bear interest at a rate of 2.0% per month (or the maximum rate allowed under state law in which Company is located). Company agrees to pay Senergy a return item fee equal to the greater of (i) one percent (1%) of the return item or (ii) twenty-five dollars ($25.00) on any item submitted and returned unpaid by Company's bank.

3. Senergy reserves the right to withdraw credit at any time or change the terms herof by providing notice to Company (which notice may be through an invoice or otherwise).

4. In the event that Senergy refers any items in Paragraph 3 above to an attorney or collection agency for collection, Company will pay an additional fee equal to twenty-five percent (25%) of the outstanding balance, which amount may be added to the principal balance owed by Company without further notice, not as a penalty, but as a reasonable attorneys'/collection fee, in addition to any taxable costs and accruing interest. Jurisdiction and venue for any litigation or legal proceedings arising out of this Credit Agreement shall be in a court of appropriate jurisdiction located in Maricopa and Pima counties, Arizona, and shall be governed in accordance with the laws of the State of Arizona.

5. Self-service delivery of products from cardlocks will be made without obtaining signatures or providing receipts upon delivery. Fuel cards issued to Company remain the property of Senergy, and Company agrees to return all access cards to Senergy upon request. NOTICE MADE IN COMPLIANCE WITH FEDERAL LAW: Companies with 10 or more access cards agree that the Liability Limitation of Regulation Z, 12 C.F.R. § 226.12 will not apply. Company agrees to notify Senergy immediately of the loss or theft of any access card at the address or telephone number set forth above. Company will remain liable for all charges incurred until proper notice is received by Senergy.

6. For the purpose of securing a payment of all indebtedness of Counterparty to Senergy from time to time outstanding (including, without limitation, any amounts due under this Credit Agreement or any other agreement between Senergy and Counterparty), Counterparty grants Senergy a purchase money security interest in and to all of Counterparty's inventory of the products purchased from Senergy and all accounts, contract rights, and other proceeds from such inventory, whether now owned or hereafter acquired. Counterparty warrants that the purchase money security interest granted herein is and shall remain superior to any other security interests granted by Counterparty to any other entity. Counterparty hereby authorizes Senergy to sign and record all financing statements and other instruments that Senergy may reasonably require to create, perfect, and continue in force said security interest and first priority lien. Counterparty authorizes Senergy to file a true copy of this Credit Agreement in lieu of any financing statement.

7. This Credit Agreement and the documents referenced hereing constitutes the entire agreement between Company and Senergy. Should any provision of this Credit Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect. This Credit Agreement shall inure to the benefit of Senergy and its successors or assigns. The person signing this Credit Agreement represents that they are personally or on behalf of Company have full legal authority to enter into legally binding agreements on behalf of themselves or Company. This Credit Agreement may be executed by the parties in counterparts or by facsimile/email copies and such copies shall be binding and effective as if in the original.

_____ _____
Name (print) Signature

_____ _____
Title Date

Each of the undersigned ("Guarantor"), jointly and severally, unconditionally and personally guarantee full payment and compliance with all terms and conditions set forth above. This Guaranty will insure to the benefit of Senergy, or its assigns and successors-in-interest. Guarantor's liability extends to all amounts owed by Company, including amounts that exceed any previously stated credit limit, and any fees or costs incurred by Senergy. Guarantor hereby authorizes Senergy to modify Company's payment terms, and to increase Company's credit limit, without further notice to Guarantor; it being Guarantor's obligation to monitor any credit balances owed by Company to Senergy. The liability of Guarantor shall not be affected by any compromise or modification of Company's indebtedness, whether by operation of law or otherwise. This is a continuing guarantee and may only be withdrawn or revoked in writing by Guarantor(s), which must be sent to Senergy by certified mail with return receipt, or by other form of delivery requiring acknowledgment of receipt by Senergy. Guarantor will notify Senergy within 30 days of any change in Guarantor's marital status. Any such withdrawal or revocation of this Guarantee shall not be effective unless Guarantor is able to prove written acknowledgment of receipt by Senergy. This Guarantee relates to a commercial debt, and is not subject to the Fair Debt Collection Practices Act ("FDCPA"). Guarantor's liability hereunder is personal, irrespective of whether Guarantor executes this Guarantee using a company title or position. **IN THE EVENT THAT GUARANTOR IS MARRIED, THEN GUARANTOR'S SPOUSE MUST SIGN THIS CONTINUING GUARANTEE. IF NO SPOUSE SIGNS THIS CONTINUING GUARANTEE, SENERGY IS EXPRESSLY AUTHORIZED TO ACCEPT THE SAME AS AN AFFIRMATIVE, INTENTIONAL AND MATERIAL REPRESENTATION THAT GUARANTOR IS NOT MARRIED AND SENERGY'S EXTENSION OF CREDIT IS MADE IN RELIANCE THEREON.**

EXECUTED AND DELIVERED this _____ day of _____, 20_____.

GUARANTOR GUARANTOR

_____ _____
Signature Signature

_____ _____
Printed Name Printed Name

Confidentially Return To Credit@GoSenergy.com or Mail to: 1470 N Horne St Gilbert, Az 85233

SENERGY PETROLEUM

Authorization Agreement for Electronic Funds Transfer (EFT)

Please complete and return **WITH A COPY** of a voided check or bank letter with routing/account information

The undersigned ("Customer") hereby authorizes Senergy Petroleum, LLC ("Senergy") to originate debit/credit entries or otherwise do an electronic funds transfer with respect to fuel, petroleum, lubricants, and other products or services sold to Customer by Senergy from the accounts set forth below. Invoices and delivery tickets, as applicable, shall serve as the EFT notification. This authorization shall be effective until terminated by the undersigned in writing.

Company Name:		SS# or Fed ID#	
Phone:	Fax:	E-mail:	
Address:			
City:		State:	ZIP Code:
Bank Name:			
Bank Address:		Bank Phone:	
Bank City:		Bank State:	Bank ZIP Code:
CUSTOMER name as illustrated on checks:			
Bank Routing #	Bank Account #		

Authorized Signature

Printed Name

Title

Date

Please complete and return **WITH A COPY** of a voided check or bank letter with routing/account information

ATTACH COPY OF VOIDED CHECK OR

BANK LETTER WITH ROUTING/ACCOUNT INFORMATION

HERE

Confidentially Return To Credit@GoSenergy.com or Mail to: 1470 N Horne St Gilbert, Az 85233

Rev. June 2020

SENERGY PETROLEUM

ADDITIONAL DELIVERY ADDRESSES

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Street Address	City	State	Zip
Contact Name	Contact Email	Phone Number	Fax Number

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type.
See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number

☐☐ – ☐☐☐☐☐☐☐

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** **Date ▶**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*