

**Authorization Agreement For
Automated Clearing House Transactions
(ACH Debits)**

ACH Authorization			
Individual / Company Name:		Individual / Company ID #:	

I (we) hereby authorize: TSD LOGISTICS INC, hereinafter called COMPANY/INDIVIDUAL, to initiate debit entries and to initiate, if necessary, credit entries and adjustments for any debit entries in error to my (our) Checking Savings account (select one) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

Bank Information			
DEPOSITORY NAME:		Branch: (if applicable)	
City, State, ZIP:			
Transit/ABA No: ("Routing #")		Account #:	

This authority is to remain in full force and effect until COMPANY/INDIVIDUAL has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY/INDIVIDUAL and DEPOSITORY a reasonable opportunity to act on it.

Name(s):
Please print _____ SSN: _____

Signature(s) **Date**

I understand that all purchases on my assigned EFS fuel card will be drafted from my account the next working day. I also understand that there will be an additional \$25 fee a day, each day the funds are unavailable.

Written debit authorizations must provide that the Receiver may revoke the authorization only by notifying the Originator in the time and manner stated in the authorization. The reference to notification should be filled with a statement of the time and manner that notification must be given in order to provide company a reasonable opportunity to act on it (e.g., "In writing by mail to 100 Main St, Anytown, NY that is received at least three (3) days prior to the proposed effective date of the termination of authorization").



EFS Fuel Card

Section I: Customer Information			
Customer Full Legal Name:		Billing Contact:	
Customer Primary Address: City, State/Province, Zi /Postal Code:		Billing Contact Address: City, State/Province, Zi /Postal Code:	
Customer Phone Number:		Billing Contact Phone Number:	
Customer Fax Number:		Billing Contact Fax Number:	
Customer Primary Contact:		Number of Active Vehicles in Fleet:	
Primary Contact Phone Number:		Number of Active Drivers:	
Section II: Services		Section III: Miscellaneous	
<input type="checkbox"/> EFS Transaction Card Only		Initial Term: 1 year	
		Anticipated Effective Date of Services:	
		TSD Logistics Inc. Sales Representative:	
Notes:		Notes:	

AUTHORIZATION

Customer hereby represents and warrants that the signatory below ("Authorized Representative") is either a duly elected corporate officer or the owner/proprietor of the company listed above ("Customer") and is duly authorized to execute this agreement on behalf of customer. Customer hereby authorizes, without reservation, (i) TSD Logistics Inc. to process or otherwise manage credit transaction information in any manner deemed appropriate by TSD Logistics Inc., but at all times, consistent with applicable law; and (ii) any party or agency contacted by TSD Logistics Inc. or its agent to furnish the above mentioned information at any time. Customer hereby agrees to be bound by all terms and conditions contained in the agreement and any corresponding attachments, Schedules or exhibits, as amended from time to time.

IN WITNESS WHEREOF, TSD Logistics Inc. and customer executed this agreement.

Customer

Print Name: _____

Title: _____

Authorized Signature: _____

Date: _____

TSD Logistics Inc.

Print Name: Joy J Hanson-Hickerson

Title: CFO

Authorized Signature: _____

Date: _____

Terms and Conditions

1. **Services.** TSD Logistics Inc. will provide Customer with the services ("Services") described in Schedule A hereto.
2. **Term and Termination.**
 - 2.1 **Term.** This Agreement commences on the date of TSD Logistics Inc. signature on the first page of this agreement ("Effective Date") and will extend for an initial term as indicated in Section III on the first page of this Agreement ("Initial Term"). Upon the expiration of the initial term, this agreement will automatically renew for successive twelve (12)-month terms (each a "Renewal Term"), unless TSD Logistics Inc. or customer gives the other party written notice of its intent not to renew this agreement at least ninety (90) days prior to the end of the Initial Term or then current renewal term. Collectively the initial term and renewal term are referred to as the "Term" of this Agreement.
 - 2.2 **Termination.**
 - 2.2.1 Either party may terminate this agreement for any reason with 15 day written notice.
 - 2.2.2 TSD Logistics Inc. may terminate this agreement or suspend all or a portion of its services immediately if (i) Customer's performance of its obligations or use of the services violates any federal, state or local law, rule or regulation; (ii) it reasonably determines that a material adverse change has occurred in customer's financial condition, or that such a change is reasonably likely to occur in the next twelve (12) months; (iii) Customer fails to pay any amount due within five (5) days of its due date; or (iv) based on its evaluation of customer's credit, financial condition or business prospects, that the extension of credit contemplated hereunder is not appropriate or viable.
 - 2.2.3 Termination will not affect TSD Logistics Inc.'s right to recover any amounts for which customer is liable or obligated under this agreement. Termination will not affect customer's responsibility to pay any amounts for which it is liable or obligated in connection with the services provided under this Agreement.
3. **Fees, Invoicing and Payment.**
 - 3.1 **Fees.** Customer will pay TSD Logistics Inc. for all expenditures, fees, additional service fees and special fees, costs and charges (collectively, "Fees") if any charge on the EFS cards issued to the customer.
 - 3.2 **Taxes.** Customer will pay, or reimburse TSD Logistics Inc. for, any and all applicable sales, use, excise, franchise or other taxes (collectively, "Taxes"), whether federal, state or local, however designated, which are levied or imposed with respect to the services charge on the issued card(s).
 - 3.3 **Invoicing.** Customer agrees that payments for fees are due and payable on the next business day after charges are incurred. TSD Logistics Inc. reserves the right to change customer's status to "default" if invoices are not paid in full or if customer's account is determined to be at risk due to payment history. If payment is not received (or if an invoice is not paid in full) on its due date, TSD Logistics Inc. will impose a late charge equal to \$25 per day for every day past due date. Invoice discrepancies must be identified in writing by customer within thirty (30) days of the invoice date unless the discrepancy could not be reasonably ascertained from a review of the invoice.
4. **Compliance with Law.** Customer will comply with, and will not use the services in violation of, any federal, state or local laws and regulations, judicial or administrative decisions, executive orders, rules or interpretations ("Legal Requirements") applicable to its business and will be solely liable for any violation of applicable legal requirements. Customer is responsible for (i) monitoring and interpreting customer's legal requirements; and (ii) determining the particular actions, disclosures, formulas, calculations, or procedures required for compliance with customer's legal requirements. TSD Logistics Inc. will not be responsible for any violation by customer of customer's legal requirements. Customer will use the services in accordance and compliance with this agreement and the written policies and procedures provided by TSD Logistics Inc. from time-to-time. Customer will not use the services in connection with any gaming business, adult or sexually oriented business, or multi-level marketing business. TSD Logistics Inc. will comply with, and with not provide the Services in violation of, any legal requirements applicable to it as a provider of the Services. TSD Logistics Inc. will have no obligation to take any action that would cause TSD Logistics Inc., in its reasonable opinion, to be in violation of TSD Logistics Inc.' legal requirements. To the extent permitted by law, TSD Logistics Inc. and Customer will cooperate with each other in providing information or records in connection with examinations, requests, or proceedings of regulatory or law enforcement authorities.
5. **Representations and Warranties.** Customer and TSD Logistics Inc. each represent and warrant: (i) they have corporate authority to execute this Agreement; (ii) executing this Agreement does not constitute a material conflict with, breach or default under any applicable law, their respective charter or bylaws, or any documents, agreements or other instruments which are binding upon the parties; and (iii) this Agreement creates valid, legal and binding obligations that are enforceable against the parties.
6. **Disclaimer of Warranties.** Except as specifically set forth in this agreement, TSD Logistics Inc. disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the services provided under this agreement. Further, TSD Logistics Inc. does not warrant that customer's use of the services will be uninterrupted or error-free. This agreement is a service agreement, any equipment provided to customer under this agreement is incidental to the services provided, and the provisions of the Uniform Commercial Code do not apply to this Agreement.
7. **Limitation of Liability.**
 - 7.1 TSD Logistics Inc. will not be liable under any theory for special, indirect, incidental, consequential (including lost profits), exemplary or punitive damages; regardless of whether such damages were foreseeable or TSD Logistics Inc. was advised of the possibility of such damages.
 - 7.2 Neither party may bring an action (regardless of form) for breach of this Agreement more than two (2) years after such party first knew or should have known of such breach; provided, however, this limitation will not apply to breaches of the confidentiality requirements herein. Each party will act to mitigate its damages.
 - a. **Indemnification.**
 - 8.1 **Customer Indemnity.** Customer will indemnify, defend and hold harmless TSD Logistics Inc., its directors, officers, employees, affiliates and agents against any third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys' fees) (collectively, "Claims") arising out of or connected with Customer's (and Customer's users, affiliates, employees, agents or representatives) (i) gross negligence or willful misconduct; (ii) breach of this Agreement; (iii) use or misuse of any Service or product thereof or the EFS Website (or corresponding materials or documentation); and (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; Customer will not indemnify TSD Logistics Inc. for claims arising from TSD Logistics Inc.'s acts or omissions for which Customer is entitled to indemnification.

SCHEDULE A

Services Description and Additional Terms and Conditions

1. **Services.** The transaction card ("Card(s)") services (collectively the "Services") to be provided by TSD Logistics Inc. to customer hereunder are described on the first page of this Agreement and more particularly in this Schedule A.
 - 1.1 **Cards.** TSD Logistics Inc. will make Cards available to Customer. Cards may be used by customer and its authorized users at EFS authorized Locations ("Service Centers") to purchase fuel, products, services and/or for advances (as defined in Section 3.2). Discounts, if any, that may apply to card fuel purchases, will vary by Service Center and may be terminated by Service Centers at any time. "Authorized User(s)" refers to Customer's employees and owner/operators operating under Customer's 'Motor Carrier Authority' who are designated and authorized by Customer to use Cards under the terms of this Agreement.
 - 1.2 **Customer Purchase Policy.** The Services provided by TSD Logistics Inc. will include the selections indicated on the Customer Purchase Policy, attached as Schedule C hereto. Individual deviations from the Customer Purchase Policy made on a case-by-case basis (e.g., one-time overrides) will not constitute a breach of this Agreement. Customer may adjust its Services selection by submitting an updated Customer Purchase Policy to TSD Logistics Inc.
 - 1.3 Customer acknowledges and agrees that this Agreement provides for financial accommodation services within the meaning of 11 USC §365. Furthermore, all issued hereunder and all extensions of credit in connection with the foregoing shall be deemed made, executed, delivered and consummated in the State of Texas.
2. **Customer Representations and Warranties; Customer Responsibilities.**
 - 2.1 **Customer hereby represents and warrants:** (a) it is a governmental, non-profit or commercial business enterprise; (b) the Cards issued to Customer will be used by Customer and Authorized Users.
 - 2.2 Customer is responsible for any and all use and unauthorized use of the Cards. Customer acknowledges that it is the Customer's sole responsibility to ensure and communicate the following to its designated Authorized Users: (i) Cards are used only as expressly authorized under this Agreement and TSD Logistics Inc. policies; (ii) Cards must be safeguarded from loss or theft; and (iii) TSD Logistics Inc. must be notified immediately of any unauthorized use, loss or theft of Cards. Customer will not be liable for unauthorized charges that occur after Customer provides TSD Logistics Inc. with written notification of specific loss, theft or unauthorized use of a Card. Customer acknowledges and agrees that (i) it is responsible for establishing security policies and safeguards to prevent against misuse of the Services by authorized users and is solely liable for any such misuse; (ii) it is solely liable for repayment of all Advances in connection with cards, regardless of whether such advances arise out of the loss, theft or destruction of, or the authorized or unauthorized use or misuse of, any card; (iii) any dispute regarding transactions will be determined between Customer and the respective merchant pursuant to TSD Logistics Inc. Policies; (iv) failure by Customer to promptly review and reconcile Card and Check transaction reports provided by TSD Logistics Inc. may result in substantial undetected financial loss to Customer and an inability or waiver of the right to dispute such transactions pursuant to TSD Logistics Inc. policies; and (v) neither TSD Logistics Inc. nor any of its affiliates is the producer, manufacturer, designer, distributor or seller of any fuel or other goods or services purchased with a Card, a Check or otherwise in connection with this Agreement.
 - 2.3 If Customer fails to comply with this Section 2, Customer will be required to reimburse TSD Logistics Inc. for all amounts or expenses TSD Logistics Inc. incurs as a result. All Cards issued to Customer shall remain the property of TSD Logistics Inc. and must be returned to TSD Logistics Inc. upon request. TSD Logistics Inc. may cancel, revoke, repossess or restrict the use of cards and withhold validation at any time, at its sole discretion. Use of the Cards and participation in the TSD Logistics Inc. fuel program is subject to customer's compliance with this Agreement, and policies and procedures as may be provided by TSD Logistics Inc. TSD Logistics Inc. reserves the right, at its sole discretion, to amend the TSD Logistics Inc. policies from time to time. "TSD Logistics Inc. fuel program" refers to the Cards, and the corresponding credit line and directories, made available by TSD Logistics Inc. for use at service centers and other various locations pursuant to terms of this Agreement.
3. **Credit Limit, Security Amount; Advances.**
 - 3.1 Credit limit. Upon execution of this Agreement, TSD Logistics Inc. shall determine, in its sole discretion, whether to establish a monetary limit ("Credit Limit") on customer's card transactions and in what amount. The Credit Limit will be based on credit checks and reviews of financial statements, taking into account customer's payment method, the type and amount of the security amount and customer's current financial condition or such other information as TSD Logistics Inc. may deem appropriate. Customer acknowledges and agrees that TSD Logistics Inc. does not guarantee that it will establish or maintain an available credit limit for customer and customer hereby waives any and all claims against TSD Logistics Inc. and its affiliates based on such determinations by TSD Logistics Inc. Upon the determination by TSD Logistics Inc. to establish initially or to change customer's credit limit, TSD Logistics Inc. shall give prompt notice to Customer of such determinations; provided, however, TSD Logistics Inc. shall have no liability for the failure to give any such notice.
 - 3.2 Customer agrees (i) not to request or permit card transactions in excess of the Credit Limit; and (ii) to repay all advances, without deductions or offsets.
4. **Return of Material.** Upon termination of this agreement, customer shall immediately return to TSD Logistics Inc. or destroy (and upon request of TSD Logistics Inc., certify destruction of) all Cards, cards which permit Customer to control activity on the Cards ("Control Cards"), Check Authorization Record(s), equipment, and other documents and materials provided by TSD Logistics Inc. to Customer.
5. **TSD Logistics Inc. rights upon Termination.** Upon termination of this Agreement or TSD Logistics Inc.'s determination that Customer has breached a representation, warranty, term, condition or obligation under this Agreement, TSD Logistics Inc. may immediately: (i) cease Card and Check transaction authorizations and Advances in respect thereof; and/or (ii) hold (and apply to Customer's repayment obligations) the fuel discounts processed by TSD Logistics Inc. on behalf of Customer; and/or (iii) apply the Security Amount to Customer's repayment obligations.

SCHEDULE C

CUSTOMER PURCHASE POLICY AND FEES

- 1) All fees charged through the card by the services stations, will be directly charged to the customer.
 - a. Examples-cash advance fee, fueling fee, etc.
- 2) TSD Logistics Fee for use of the card is 10% of all the fuel discount per gallon given by fuel vendor to the card when purchasing fuel.
- 3) Customer's daily limit is _____.
- 4) Customer will have all charges deducted out each work day Friday following the day of the charge.
- 5) Customer authorizes the following charges on the fuel card:
 - a. Diesel Limit _____
 - b. Reefer Limit _____
 - c. Gasoline Limit _____
 - d. Additives Limit _____
 - e. DEF Limit _____
 - f. Cash Advance Limit _____
 - g. Oil Limit _____
 - h. Oil change Limit _____
 - i. Restaurant Limit _____
 - j. Deli Limit _____
 - k. C-Store Groceries Limit _____
 - l. Repairs Limit _____
 - m. Tires/Tire Rep Limit _____
 - n. Parts Limit _____
 - o. Windshield fluid Limit _____
 - p. Anti-Freeze Limit _____
 - q. Fax Limit _____
 - r. Parking Limit _____
 - s. Tax Exempt Diesel Limit _____
 - t. Parts Limit _____
 - u. Miscellaneous Merch Limit _____
 - v. Propane Limit _____
 - w. Scales Limit _____
 - x. Shower Limit _____
 - y. Sales Tax Limit _____
 - z. Tolls Limit _____
 - aa. Car Wash Limit _____
 - bb. Idle Air Limit _____

IN WITNESS WHEREOF, TSD Logistics Inc. and customer agrees to above purchase limits, repayment plan and fees.

Customer

Print Name: _____

Title: _____

Authorized Signature: _____

Date: _____

TSD Logistics Inc.

Print Name: Joy J Hanson-Hickerson

Title: CFO

Authorized Signature: _____

Date: _____

Fuel Contacts for Money Codes or Fuel card Issues

Tara Rape

Direct: 903-831-8944

Cell: 903-748-6896

Email: TRape@tsdinc.com

Gina Leeper

Direct: 903-831-8941

Cell: 870-584-8888

Email: GLEeper@tsdinc.com

Courtney Mosley

Direct: 903-831-8906

Cell: 903-748-7118

Email: CMosley@tsdinc.com

Joy Hanson-Hickerson

Cell: 903-748-8783

Email: JHanson@tsdinc.com



Setting PIN Number on Fuel Card

To set PIN number on your EFS card follow the following step.

1. Call 888-824-7378
2. Press option 3
3. Enter card number (big bold numbers) then hit #
4. Enter PIN number which is last four of the card number then hit #
5. Then ask to change you pin and enter to last four of social (or any 4 numbers) then hit #
6. It will then repeat the PIN change back to you for verification and then press 1

EFS Phone App

Download EFS App (EFS Card Control) on your phone for 24 hour access to your card's activity. This app will allow you to track by card and pin each transaction. It will also give you what our rates are at any location. We have noticed this is a little off sometimes, so if you need exact rates at a location you can Contact Tara and she can give you the rates for the day.