

SHELL FUEL CARD

Terms & Conditions

The following Terms and Conditions govern the use of fuel cards issued by Shell, and associated services. Unless otherwise agreed in writing between Shell and the Principal Cardholder, these Terms and Conditions, as amended from time to time, supersede any earlier terms and conditions issued by Shell and shall override any terms and conditions referred to by the Principal Cardholder (whether in its Application or elsewhere).

1. Definitions

In these Terms and Conditions the following words, terms or expressions shall have the following meanings:

“Agreement” means the agreement with a Principal Cardholder for the supply of Cards, including the Application, these Terms and Conditions, and any schedules, appendices and attachments, as may be amended from time to time.

“Alerts” means the communications sent via the Online Services to inform the Principal Cardholder that one or more of the Cards has been detected as being put to unusual use, the scope of which may be limited in accordance with the choices made within the Application.

“Applicant” means the body corporate, partnership, group, firm or other person(s) applying for Cards, and any person who signs the Application.

“Application” means the application form and/or any documentation sent to, completed and/or signed by or on behalf of the Principal Cardholder, in which the Principal Cardholder seeks to enter into an Agreement.

“Associated Persons” means any natural or legal person associated with and/or that has a financial link with the Principal Cardholder (e.g. contractors or members of the same group of companies as the Principal Cardholder), on whose behalf the Principal Cardholder submits an Application.

“Authorised Cardholder” means a person to whom the Principal Cardholder has provided a Card, including (for the avoidance of doubt), any Associated Person or its representative(s).

“Card” means any card issued to the Principal Cardholder by Shell for the purpose of enabling Cardholders to purchase Supplies and which fall into the following categories:

- (i) Driver Cards, being Cards that are designated for use with any vehicle by the Authorised Cardholder named on the Card;
- (ii) Vehicle Cards, which are Cards designated for use by any Authorised Cardholder with the vehicle identified on the Card;
- (iii) Reserve Cards, which are Cards designated for use with any vehicle by any Authorised Cardholder.

“Card and Service Charges” means the fees or other charges as set out in the Agreement or other written correspondence, and as further described in Clause 7.

“Cardholder” means the Principal Cardholder and, where applicable, any Authorised

Cardholder.

“Card Scheme Participant” means (a) the service station retailer or such other retailer appointed by any member of the Shell Group and/or (b) any company (whether a member of the Shell Group or otherwise) with which any member of the Shell Group has an agreement permitting it to make Supplies to Cardholders on production of a certain type of Card.

“Control” means, in relation to any company, having legal and beneficial ownership of not less than 50 per cent of the voting rights attached to the issued share capital of that company.

"Denied or Restricted Party" shall mean a party (i) targeted by national, regional or multilateral trade or economic sanctions, including, but not limited to, persons designated or listed by the United Nations, United States of America, European Union (EU) or an EU Member State in force from time to time or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons.

“Intellectual Property” means patents, trade marks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

“Online Services” means the facilities available through the Shell Website.

“Password” means any password or code issued to a User by Shell for use in connection with the Online Services.

“Personal Data” means any information relating to an identified or identifiable individual, including through identification by means of online identifiers, device IDs, IP addresses or similar methods.

“PIN” means the Cardholder’s personal identification number.

“PIN Mailer” means the document and any packaging used to deliver the PIN associated with any individual Card to the Cardholder.

“Principal Cardholder” means any body corporate, partnership, group, firm or other person(s) that has entered into an Agreement for the supply of Cards.

“Related Party” means a party to this Agreement (a) its subsidiaries, directors or employees, contractors, agents; or (b) any other person or entity, including that party’s affiliates (and its subsidiaries, employees or directors) when acting for or on behalf of a party to this Agreement or otherwise involved in the performance of this Agreement.

"Restricted Jurisdiction" means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws applicable to any party involved in the performance of this Agreement. As of the date of this Agreement, Restricted Jurisdictions include Cuba, Crimea and Sevastopol and other non-government-

controlled territories of Ukraine, Iran, North Korea and Syria.

“Restricted Party” means any individual, legal person, entity or organisation that is:

- (i) resident, established or registered in a Restricted Jurisdiction;
- (ii) classified as a US OFAC Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws;
- (iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of, persons, entities or organisations described in (i) or (ii); or
- (iv) a director, officer or employee of a legal person, entity or organisation described in (i) to (iii).

“Sales Voucher” means a voucher (manually or electronically produced) recording the delivery of Supplies to a Cardholder in a Card transaction.

“Shell” means Shell Macau Petroleum Limited

“Shell Group” means Shell plc and any company (including, for the avoidance of doubt, Shell) which is for the time being directly or indirectly controlled by Shell plc.

“Shell Website” means www.shell.com.hk/en_hk/business-customers/shell-fuel-card.html or Shell Fleet Hub (available at www.fleethub.shell.com) or such other URL as is notified to the Principal Cardholder from time to time.

“Supplies” means any goods or services which a Cardholder may obtain from Card Scheme Participants pursuant to this Agreement. The purchase category which applies to any given Card will appear on the face of the Card.

“Trade Control Laws” means any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, anti-boycott legislation and any other similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including those of the European Union, the United Kingdom, the United States of America or any government laws in relation to the above matters applicable to a party to this Agreement.

“User” means the Principal Cardholder, or a person for whom a User ID has been registered by Shell (including, for the avoidance of doubt, any Cardholder) and who is authorised by the Principal Cardholder to use the Online Services.

“User ID” means any identification code given to a User by Shell for use in connection with the Online Services.

“Velocity Limit(s)” means any control(s) or limit(s) set or agreed by Shell on the use of any individual Card and/or any Card account and enforced by the technology of Shell systems or described in any individually applicable contracts or product definitions.

2. Applications and Acceptance of Terms and Conditions

2.1 Submission of a signed paper Application or an electronic Application by the Principal

Cardholder constitutes acceptance of these Terms and Conditions by the Principal Cardholder, on behalf of itself and any Associated Person in relation to which the Principal Cardholder has submitted an Application.

- 2.2 The Principal Cardholder may not, and shall ensure that Authorised Cardholders and/or Users do not, apply for any Card other than on behalf of itself and/or any Associated Persons.
- 2.3 When applying Card(s) for any Authorized Cardholders, the Applicant or the Principal Cardholder shall provide copy valid Vehicle Registration Document(s) as proof of the vehicle(s) being owned by the Authorized Cardholders and other supporting documents showing the organizational relationship between the Principal Cardholder/Applicant and the Authorized Cardholders as required by Shell, failing which Shell shall have the right to reject the Application and if the Card(s) has been issued, cancel the Card(s) and hold the Applicant or the Principal Cardholder accountable for settling all related expenses arising from the Card(s) so cancelled.
- 2.4 Under no circumstances shall any Authorized Cardholder be permitted to hold more than [1] Card in his/her own name, notwithstanding that the Authorized Cardholder owns more than 1 vehicle in his/her own name. The Principal Cardholder and/or the Authorized Cardholder hereby undertake that in the event that more than 1 Card has been issued to the Authorized Cardholder and/or the Authorized Cardholder is now using more than 1 Card, the Principal Cardholder and/or the Authorized Cardholder will notify Shell of the same forthwith. Shell reserves the right to reject any Application for any additional Card and if any additional Card(s) has been issued, cancel the additional Card(s) and hold the Applicant and/or the Principal Cardholder accountable for settling all related expenses arising from the Card(s) so cancelled.
- 2.5 In the event that the Principal Cardholder submits an Application for and on behalf of Associated Persons and/or discloses information to Shell about Associated Persons, the Principal Cardholder represents and agrees that it:
 - (a) is liable for any transactions made using Cards that are supplied to such Associated Persons;
 - (b) has the necessary authority to act on behalf of the Associated Persons, is entitled to disclose information about the Associated Persons, and has any consent required to do so;
 - (c) is aware (and has made any Associated Persons aware) that the information provided may be held within systems run by or on behalf of the Shell Group and representatives of any Associated Person (including, for the avoidance of doubt, the Principal Cardholder) may be able to access information relating other Associated Persons as well as itself, in accordance with the provisions of Clause 13, Personal Data below;
 - (d) will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent to such an assessment in accordance with the procedures

required by Shell;

- (e) is aware (and has made any Associated Persons aware) that the information provided by it may create a link between Associated Persons at any credit reference agency, and that this link will be taken into account in all future Applications by any Associated Person until a disassociation is successfully filed with the relevant credit reference agency(ies);
- (f) will inform Shell without delay (and cancel the relevant Card(s)) in the event that links with any Associated Person(s) are severed such that it should no longer be treated as an Associated Person by Shell.

2.6 Reissue and/or 'resale' of Cards is not permitted.

3. **Account Set-Up and Supply of Cards**

3.1 The Principal Cardholder will submit a completed Application to Shell. Where Shell wishes to accept such Application, Shell will set up the relevant customer account(s) and arrange for the production of the Card(s) encoded and embossed with the Cardholder's data, the production of a PIN, and the subsequent mailing of Card(s) and the PIN Mailer(s) to the Cardholder, where appropriate.

3.2 Shell may require any Applicant and/or Cardholder to: use account opening information sent to a verified address to activate a Card; provide physical forms of identification or other documentation/confirmations; or provide the name, address and other personal details of directors, shareholders, partners or other relevant person(s) for their identities to be verified. Shell may also contact the Applicant and/or Cardholder in order to carry out additional checks. The Principal Cardholder shall notify Shell, in writing and without delay, of any changes (set out in the Application or otherwise) to the details relating to it, its account and/or any Cardholder.

3.3 PINs will be produced by Shell, although the Principal Cardholder may specify any PIN via the Online Services, if available, in which case the Principal Cardholder must ensure that a separate and appropriately secure PIN is set for each Card. Each PIN shall only be used by the relevant Cardholder and shall not be disclosed to any other person. The PIN must be memorised by the Cardholder and any document on which it was supplied destroyed. The PIN must not be kept in any other written format. The Principal Cardholder is liable for any failure to comply with these requirements, and will also be liable for the use of any Card with a PIN by any person, authorised or unauthorised, prior to actual cancellation of a Card.

3.4 All requests for additional Cards shall be made by a User via the Online Services, if available. If an additional Card is requested, Shell may demand reasonable additional financial security. If the Principal Cardholder fails to provide such security Shell has the right to decline the additional Card request.

3.5 All delivery addresses for Cards (and any PIN Mailers) which differ from the addresses

recorded on the Application must be confirmed by the Principal Cardholder via the Online Services. Shell may require the Principal Cardholder to provide proof of trading from such address. Replacement Cards will be sent to the Principal Cardholder's registered or principal address, as recorded on the Application (or updated by the Principal Cardholder by notice in writing to Shell).

4. **Card Use**

4.1 The Principal Cardholder shall use all reasonable endeavours to ensure that Cards are only in the possession of and only used by Authorised Cardholders. Cards remain the property of Shell at all times and the Principal Cardholder shall promptly return any Card(s) to Shell at Shell's request.

4.2 The Cardholder can only use the Card:

- (a) if it is a current Card which has not expired, been cancelled, been stopped or reported as lost or stolen; and
- (b) to obtain Supplies from a Card Scheme Participant; and
- (c) to obtain Supplies as defined by the purchase category of the Card and within the geographical and network restrictions of the Card; and
- (d) to obtain Supplies up to any Velocity Limit(s); and
- (e) if the Cardholder inputs the PIN where required by the Card Scheme Participant.

4.3 The Principal Cardholder acknowledges that:

- (a) Supplies may be purchased directly from Shell whether or not Shell actually delivers the Supplies (the relevant Card Scheme Participant may physically deliver Supplies); or
- (b) Supplies may be purchased from (and therefore invoices rendered by) a Card Scheme Participant rather than Shell.

In all cases however, the Principal Cardholder is obliged to make payment for the Supplies to Shell.

4.4 It is the obligation of the Cardholder to collect and retain any Sales Voucher issued at the time Supplies are purchased. Cardholders may not leave Cards at a Card Scheme Participant's premises.

4.5 The Principal Cardholder shall ensure that each Authorised Cardholder complies with the Agreement and any procedural requirements of a Card Scheme Participant in respect of any Card transaction, that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder, and represents and warrants that each Authorised Cardholder has been given authority to use the Card as a duly authorised representative of the Principal Cardholder.

4.6 Cards designated as Driver Cards or Vehicle Cards are issued as a management information tool. Such Cards do not provide additional security and, except as provided in

Clause 6, the Principal Cardholder shall be liable for all amounts due under the relevant Card transactions irrespective of the driver or vehicle in respect of which the Supplies were made.

- 4.7 Shell reserves the right to refuse any single Card transaction from time to time for any reason connected with Card or account security, and the Principal Cardholder hereby acknowledges and accepts that Shell shall not be liable in any way for such refusal. Notwithstanding any Velocity Limit(s) or other controls, the Principal Cardholder shall be liable for the use of any Card by any Cardholder save as expressly provided for in this Agreement, and (in particular) shall remain liable in respect of any Card transaction in the event of any failure by a Cardholder to comply with the terms of this Agreement.

5. **Compliance with Anti-Bribery Laws and Anti-Money Laundering Laws**

- 5.1 Each Party agrees and undertakes to the other that, in connection with this Agreement, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-bribery or anti-money laundering applicable to its performance of this Agreement.
- 5.2 Principal Cardholder represents and warrants to Shell that its payments to Shell shall not constitute the proceeds of crime in contravention of anti-money laundering laws.
- 5.3 Shell may terminate this Agreement immediately upon written notice to the Principal Cardholder, if in its reasonable judgment supported by credible evidence, the Principal Cardholder is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance.
- 5.4 Only the customer shall pay the invoice from the Shell. No party other than the customer shall pay the invoice without the prior consent of the Shell.

6. **Online Services**

- 6.1 The Online Services enable Users to manage orders relating to their Cards, retrieve information regarding Card transactions, and to analyse such information using reporting facilities available within the Online Services.
- 6.2 The Principal Cardholder shall nominate (in writing) a User to be set up as an administrator of, and who will be able to add Users to, the Principal Cardholder's account(s). All Users will be allocated (via email) a Password and/or a User ID to enable them to use the Online Services.
- 6.3 The Principal Cardholder undertakes that Users are authorised to represent it, agrees that it is responsible for the safekeeping of Passwords and/or User ID's, and that it will (and will ensure Users do) comply with any instructions Shell may issue regarding use of the Online Services, including security measures such as Password changes. The

Principal Cardholder is liable for the use of the Online Services by any person, authorised or unauthorised, who accesses the Online Services using any Passwords and/or User IDs issued to the Principal Cardholder.

- 6.4 The Principal Cardholder shall (and shall ensure all Users shall) report any malfunction of the Online Services to Shell without delay.
- 6.5 Whilst Users are entitled to review the data obtained via the Online Services and distribute it within the Principal Cardholder's organisation, Shell's prior written approval will be required for any other use (including reproduction or publication) of such data. Users are not permitted to make the Online Services, or any data derived from the use of such, available to any third party.
- 6.6 Shell reserves the right to
- (a) alter the format or content of the Online Services;
 - (b) undertake such maintenance, repair or improvement to the Online Services as may be required for their proper functioning, in which case it may suspend the Online Services (without notice in the case of an emergency) and/or give such instructions to Users as it deems reasonably necessary; and/or
 - (c) suspend the Online Services or deny any User access in the event of breach of this Agreement.
- 6.7 Restrictions Tool: The 'Restrictions Tool' is a portal through which a User can, via the Online Services, set restrictions as to the use of the Cards (in addition to those controls that are set by Shell). Additional Card and Service Charges will be payable in the event that a Principal Cardholder chooses to use this tool. The Restrictions Tool is available only for acceptance networks using an online authorisation process, and is not available on toll or road tax acceptance networks. The Principal Cardholder is responsible for the accuracy of the information provided when the controls are set, and Shell cannot be held liable for any operational consequences following from the Principal Cardholder's choices. The Principal Cardholder shall inform Cardholders of the additional controls set, and shall ensure that the Alerts set in the Online Services are adjusted to reflect the additional controls that have been chosen. Any controls shall be effective within 24 hours from modification within the Online Services¹.
- 6.8 The Principal Cardholder accepts the Online Services and the data available via these services "as is" and any use of the Online Services shall be undertaken at the User's account and risk. Whilst Shell uses reasonable skill and care to ensure that the Online Services are available and the data provided via the Online Services is accurate and complete, it cannot provide any guarantee in relation such availability or data. Shell is not responsible for the consequences of changes made to Card functionality via the Online Services. Delivery of an Alert does not relieve the Principal Cardholder of liability for the use of any Card(s) that is(are) the subject of an Alert.

7. Cancellation of Cards and Principal Cardholder Liability

- 7.1 If a Card is lost, stolen, misused, remains in possession of a person who has ceased to be an Authorised Cardholder, or the Principal Cardholder wishes to cancel a Card for any other reason, the Principal Cardholder shall immediately notify Shell. Such notification may be made either via the Online Services, or by phoning the Shell Customer Service Centre +853 0800335.
- 7.2 Where a Card is lost, stolen or misused, the Principal Cardholder shall provide Shell with all relevant information as to the circumstances of the loss, theft or misuse, and take all reasonable steps to assist Shell to recover the relevant Card(s). The Principal Cardholder must also notify the police of any loss, theft or misuse and obtain a police report, a copy of which must be provided to Shell. Where a Card remains in the possession of an Authorised Cardholder, the Principal Cardholder shall ensure that any cancelled Card is destroyed, and such destruction shall include cutting the magnetic strip on the Card (this also applies to any Cards that have been reported as lost or stolen, but are subsequently recovered).
- 7.3 Shell will cancel a Card once a cancellation request has been made via the Online Services or the Shell Customer Service Centre. The Principal Cardholder shall have no further liability for Card transactions made with the relevant Card after submission of such a request.
- 7.4 Shell may request the return of all/any Cards or cancel or suspend all/any Cards or Card accounts at any time without notice, or refuse to reissue, replace or renew any Card during any period in which:
- (a) any fraudulent, illegal or unlawful use of any Card or Card account is suspected;
 - (b) Shell receives a credit reference in relation to the Principal Cardholder which in Shell's reasonable opinion is unsatisfactory; or
 - (c) any Cardholder is in breach of this Agreement;
 - (d) no transaction has been recorded for any Card for a continuous period of 13 months since its previous transaction date.
- Where Cards or Card accounts are cancelled or suspended, Shell will notify the Principal Cardholder as soon as reasonably practicable. All monies due from the Principal Cardholder to Shell shall become payable forthwith, and Shell may require the Principal Cardholder to make payment of such before the account is reactivated.
- 7.5 Any request for return or cancellation or suspension of a Card is made by Shell without prejudice to the Principal Cardholder's liability in respect of use of any Cards prior to the actual cancellation or destruction of the relevant Card.

8. Prices and Card and Service Charges

- 8.1 The amount to be charged for fuel is calculated by reference to the pricing mechanism set out in the Application, or as otherwise adjusted in accordance with Clause 8.3.
- 8.2 The amount to be charged for all Supplies excluding fuel shall be as specified in the Application or other written correspondence between Shell and the Principal Cardholder, or (in the absence of such specification) the relevant Card transaction value shown on the Sales Voucher or, where no Sales Voucher is issued at the time the service is provided, the amount shown on the relevant invoice.
- 8.3 Principal Cardholder acknowledges and understands that Shell has the sole discretion to make any pricing offer, which includes and is not limited to the pricing mechanism/ discounts/rebates/benefits (collectively the "Pricing Offer") to the Principal Cardholder or at all. In the event that any of the Pricing Offer is made, the details will be set out in the written correspondence from Shell to the Principal Cardholder to that effect; and/or reflected in the invoice of the Principal Cardholder's account(s). Shell reserves the right to review, revise or withdraw any of the Pricing Offer or at all to the Principal Cardholder from time to time upon reasonable prior notice to the Principal Cardholder. Any Pricing Offer (save and except for the pricing mechanism) shall not apply to stations at Chek Lap Kok Airport unless otherwise specified by Shell.
- 8.4 The scope and rate of any Card and Service Charges for which the Principal Cardholder shall be liable shall be set out in the Application or other written correspondence between Shell and the Principal Cardholder and may be amended from time to time at Shell's discretion. Further, Shell reserves the right at any time to impose an additional Card and Service Charge on Supplies purchased using a Card at non-Shell branded service stations, in which case Shell shall promptly notify the Principal Cardholder of any such charge. Use of a Card following notification shall constitute acceptance of the new Card and Service Charge.
- 8.5 All Card and Service Charges relating to the preceding invoice/statement period shall be added to the Principal Cardholder's next invoice/statement and shall be payable in accordance with Clause 9.

9. Invoices and Statements

- 9.1 Unless agreed otherwise in writing, invoices or statements will only be sent/available at the billing period intervals determined by Shell from time to time electronically via the Online Services. Paper invoices are available upon request subject to an administrative fee as from time to time determined by Shell, the amount of which is posted on Shell Website." The invoice/statement will detail the Card transactions (including the amount charged for such) for the relevant billing period, together with any Card and Service Charges.

- 9.2 Where legally permitted and the Principal Cardholder has (if necessary) registered for electronic invoicing, invoices/statements will be made available via the Shell Website, in which case paper invoices and/or statements will not be available. In such circumstances, the Principal Cardholder specifically agrees to receive electronic invoices instead of paper invoices from any Shell Group company and/or Card Scheme Participant that is able and/or legally entitled to issue electronic invoices in the relevant jurisdiction. However, the Principal Cardholder may apply for an alternative method of invoicing and, in the event that Shell chooses to accede to such an application, it will levy a surcharge to cover additional administration costs. This charge will be advised to the Principal Cardholder in writing.
- 9.3 In the event a Principal Cardholder that is currently receiving paper invoices and/or statements seeks to transfer to electronic invoices and/or statements, this must be done by way of an application in writing, or (where legally permitted) via the Shell Website.
- 9.4 Any queries concerning any invoice or statement, including but not limited to requests for copies of Sales Vouchers, must be in writing (whether submitted via the Online Services or otherwise) and be sent by the Principal Cardholder to Shell within 28 days of the date of the relevant invoice/statement.

10. **Payment**

- 10.1 Payment by the Principal Cardholder of any amount owed under this Agreement shall be made directly by the Principal Cardholder, in the currency set out in the relevant invoice and, unless agreed otherwise by Shell in the Application, shall be made by means of direct debit to the bank account nominated by Shell, such that funds are received into such account by the due date stated on the relevant invoice.
- 10.2 Settlement shall be in respect of the whole amount of all invoices due and owing at such date. The Principal Cardholder may only use a third party to make payment on its behalf with Shell's prior written consent.
- 10.3 Without prejudice to Shell's right to terminate this Agreement, Shell reserves the right to charge interest on late payment and compensation for debt recovery costs to the maximum extent permitted under applicable law.
- 10.4 Without prejudice to Shell's right to terminate this Agreement, Shell reserves the right to (i) charge interest on late payment at the rate of [2%] per annum above the Prime Rate quoted by the Hong Kong and Shanghai Banking Corporation Limited from time to time, calculated on a daily basis on any outstanding sums from the due date of payment until payment is received; and (ii) seek reimbursements from customer on a full indemnity basis for all debt recovery costs incurred.

Formula on late payment interest is as followed:

Total Overdue X Interest Rate X No. of Overdue day(s)

365

10.5 The Principal Cardholder shall be liable to pay (i) an administration fee if payment is not made in accordance with Clause 10.1; and (ii) interest on any outstanding amount owed under the Agreement in the sum and at the rate as specified in the Application or other written correspondence from Shell to the Principal Cardholder.

11. Security and Financial Limits

11.1 Shell reserves the right to call for any form of security in respect of Card transactions and any other sums due under this Agreement. The provision of security shall not affect the Principal Cardholder's liability under this Agreement.

11.2 If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Shell's right to recover all amounts due from the Principal Cardholder, Shell may terminate this Agreement immediately on notification to the Principal Cardholder.

11.3 Shell may from time to time impose a change in Velocity Limits.

12. No Set-Off

12.1 Shell may at any time withhold and set off any sum payable and/or due from Shell to Buyer, which shall include but not be limited to any credits, rebates, or refunds, against any sum due from the Principal Cardholder or any Authorised Cardholder under this Agreement or otherwise. Such sums so withheld shall be applied first in settlement of any interest due and secondly by Shell in its absolute discretion in reduction of any amount due on any account whatsoever.

12.2 To the extent permitted by applicable law, no set off or counter claim shall be made against Shell in respect of a claim by any Cardholder against Shell.

13. Personal Data Protection

13.1 Principal Cardholder and Shell may in the course of performance of this Agreement provide each other with Personal Data. Any processing of Personal Data will be done in accordance with the terms of this Agreement and applicable data protection laws (applicable laws related to the protection of individuals, the processing of such information, and security requirements for, and the free movement of, such information).

13.2 Shell and Principal Cardholder agree and acknowledge that they will each be independently acting as data controllers in respect of Personal Data processed by each of them. This Agreement does not establish a basis for jointly exercising data controller powers over the relevant Personal Data.

13.3 Shell will process Personal Data provided by the Applicant, Principal Cardholder, Associated Persons and Authorised Cardholders in accordance with the Fleet Solutions Privacy Statement available at https://www.shell.com.hk/en_hk/business-customers/shell-fuel-card/shell-card.html that supplements the global Privacy Notice - Business Customers, Suppliers and Business Partners available at https://www.shell.com.hk/en_hk/privacy.html (depending on the location). Personal Data will be processed to the extent necessary for the supply of Cards and Card services to the Principal Cardholder as described in this Agreement and specifically for the following principal purposes:

- performance and improvement of the services by Shell to Principal Cardholder;
- meeting regulatory requirements related to the performance of the services by Shell to Principal Cardholders, including for assurance with trade controls and anti-bribery and corruption regulations; and
- prevention and investigation of fraud.

13.4 Where Principal Cardholder has provided Shell with Personal Data of Authorised Cardholders (including permanent or temporary employees, contractors, trainees or other members of staff), the Principal Cardholder shall provide the Authorised Cardholders with the information contained in the Fleet Solutions Privacy Statement (also available on the https://www.shell.com.hk/en_hk/business-customers/shell-fuel-card/shell-card.html and obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws.)

13.5 In processing any Personal Data provided to it by the Principal Cardholder, Shell shall:

- (a) put in place technical measures to safeguard the Personal Data, such measures to be appropriate to the nature of the data being processed and take into account the harm which would be caused to the data subject should any unauthorised loss, disclosure or destruction of the data occur;
- (b) put in place appropriate organisational measures to safeguard the Personal Data;
- (c) not process any Personal Data of Principal Cardholder, Associated Persons and/or Authorised Cardholders except to the extent necessary for the supply of Cards and Card services to the Principal Cardholder as described in this Agreement;
- (d) put in place measures designed to ensure that no Personal Data will be transmitted outside of the EEA without appropriate contractual or equivalent protection being in place to protect such Personal Data and shall ensure that such measures are maintained for the duration of this Agreement. Shell has adopted Binding Corporate Rules that allow Shell to transfer Personal Data between companies of the Shell group, even if such companies are established outside of the EEA.

14. Termination

14.1 Without prejudice to any other rights and remedies, either party may terminate the Agreement by giving not less than one month's prior written notice to the other party.

Further, either party may terminate this Agreement by giving notice at any time if:

- (a) the other party is in breach of any of any provision of the Agreement which is incapable of remedy or, if capable of remedy, is not remedied within 10 days of receipt of notice by the party not in breach requiring remedy; or
- (b) the other party goes into or in the reasonable opinion of the relevant party is likely to enter into receivership, administrative receivership, administration, bankruptcy or liquidation or has similar proceedings taken against it or any other event occurs which in the opinion of the relevant party may affect the ability of the other party to comply with any or all of its obligations or meet any of its liabilities under the Agreement; or
- (c) any other circumstance arises which gives the relevant party a termination right under these Terms and Conditions.

14.2 Shell may terminate the Agreement upon notification to the Principal Cardholder if:

- (a) Shell receives a credit reference which in the reasonable opinion of Shell is unsatisfactory;
- (b) in the event that Shell becomes aware that the Principal Cardholder and/or any Associated Person(s) is controlled by the government of any Restricted Jurisdiction, or is a Denied or Restricted Party; or
- (c) Shell, the Principal Cardholder, or any Associated Person(s), is subject to a Change of Control.

14.3 A Change of Control shall occur where:

- (a) a person acquires Control of the relevant party where no person previously had Control of such party; or
- (b) the ultimate parent company of the relevant party ceases to have Control of such party; or
- (c) a person acquires Control of the ultimate parent company of the relevant party; or
- (d) a person who is not under the Control of the ultimate parent company of the relevant party acquires Control of such party.

14.4 Shell may close any account held by the Principal Cardholder [without notification to the Principal Cardholder] in the event that no Card issued in relation to that account is used for a period of thirteen (13) months or more. Further, where no account held by the Principal Cardholder has been used for such period, Shell may also terminate this Agreement without notification to the Principal Cardholder.

15. **Effect of Termination**

15.1 On termination of the Agreement for any reason, without prejudice to the rights of Shell already accrued at the date of termination, the whole outstanding balance of the Principal Cardholder's account shall become due and payable in full to Shell and the right of any Cardholder to use any Card shall cease immediately.

15.2 On termination of the Agreement for any reason, the Principal Cardholder shall destroy all of the Cards, which shall include cutting the magnetic stripe on the Cards and, where required by Shell (but only where the Principal Cardholder has terminated the Agreement), the Principal Cardholder must provide a certificate of destruction which lists all card numbers and the corresponding Cardholder names and certifies that all of the Cards issued to the Principal Cardholder have been destroyed. The Principal Cardholder will remain fully liable without limitation for any use and/or misuse of the Cards until such time as they are destroyed.

16. **Liability of Shell**

16.1 Save to the extent that such liability cannot by law be limited or excluded neither Shell nor any member of the Shell Group shall be liable for loss of profit or for any indirect or consequential loss or damage suffered by any Cardholder or by any third party in connection with any Supplies or the use of any Card or the Online Services, including but not limited to loss of use, loss of anticipated profit, loss of revenue, loss of production and business interruption.

16.2 Further, Shell shall not be liable to any Cardholder or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of:

- (a) independent contractors engaged by Shell, or their employees, contractors or agents; and
- (b) any Card Scheme Participant or their employees, contractors or agents (including any refusal to provide Supplies).

17. **Intellectual Property**

17.1 Intellectual Property in the following non-exhaustive list shall remain the property of Shell Group members and/ or their licensors:

- (a) any computer software or data supplied by (whether via the Online Services or otherwise) or used by Shell or any member of the Shell Group in performing this Agreement;
- (b) the content of Shell Website and the Online Services, including, but not limited to, all coding, text, images, links and web pages; and
- (c) any other material(s) provided by Shell or any member of the Shell Group under this Agreement.

17.2 The Principal Cardholder shall not, and shall procure that Authorised Cardholders and/or Users do not (or knowingly allow others to) modify, create derivative works from, transmit, distribute, reverse engineer, decipher, decompile, disassemble, or reduce to human readable form, any computer software supplied or used by Shell or any member of the Shell Group pursuant to this Agreement.

17.3 All Intellectual Property which results from or is otherwise created pursuant to or for the

purposes of the performance of this Agreement shall immediately upon creation vest in and become the property of Shell or any member of the Shell Group (as appropriate) and, by force of this Clause 16, the Principal Cardholder shall take all necessary steps to assign and shall procure that Authorised Cardholders and/or Users shall assign, such Intellectual Property to Shell or any member of the Shell Group.

18. **Variations**

18.1 Without prejudice to Clause 7, Shell may, acting reasonably and upon notice to the Principal Cardholder (via the Online Services or otherwise), vary any of these Terms and Conditions (including without limitation any terms contained in written correspondence) or impose new terms and conditions for any other card scheme or online service which is similar to the current card scheme or online service, whether or not such new scheme is operated by Shell or by a third party on behalf of Shell.

18.2 The use of any Card after notification of any variation to these Terms and Conditions or the imposition of new terms and conditions shall be deemed to be acceptance of the varied or new terms and conditions by the Principal Cardholder.

19. **Transfers**

19.1 The Principal Cardholder shall not be entitled to assign, transfer, mortgage or charge all or any of its rights interests or obligations under the Agreement except by way of a floating charge created in the ordinary course of business.

19.2 Shell shall be entitled in its absolute discretion and without the consent of the Principal Cardholder to assign, transfer, mortgage or charge all or any of its rights, interests or obligations under the Agreement.

20. **Joint and Several Liability**

Where there is more than one Principal Cardholder, the obligations of the Principal Cardholders shall be joint and several.

21. **Headings**

The headings used in the Agreement are for convenience and shall not affect the interpretation of the Agreement.

22. **Notices**

22.1 A notice, demand, request, statement, or other communication under or in connection with under the Agreement shall only be effective if it is in writing. Faxes and e-mail are permitted.

22.2 Notices, demands, requests, statements, or other communications under or in connection with the Agreement shall be sent to a party at the addresses or numbers specified from

time to time (in writing) by the party to whom the notice is addressed and shall be marked for the attention of the account contact and, for all communications sent to Shell, copied to the company secretary at the registered address.

22.3 Any notice given under the Agreement:

- (a) shall be effective only upon actual receipt at the appropriate address;
- (b) that is delivered outside working hours shall be deemed not to have been given until the start of the next working day in the relevant place;
- (c) may not be withdrawn or revoked except by notice given in accordance with this Clause.

23. **Force Majeure**

Neither Shell nor any member of the Shell Group shall be liable for any failure to perform its obligations under the Agreement if fulfilment has been delayed, hindered, interfered with, curtailed or prevented: (i) by any circumstance whatsoever which is beyond its reasonable control, or that of its agents or contractors; or (ii) by any requirement to comply with any law, regulation or ordinance, or with any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them.

24. **Waiver**

The failure of Shell or any member of the Shell Group to enforce any of the provisions of this Agreement at any time shall not be construed as a waiver of that provision unless it is confirmed as such by Shell in writing. No waiver of any breach of this Agreement shall be held to be a waiver of any other breach or a continuing waiver of any further breach of this Agreement.

25. **Law and Jurisdiction**

The provisions of the Agreement shall be governed by the laws of Hong Kong and the parties hereby agree that any dispute or claim arising hereunder shall be submitted to the non-exclusive jurisdiction of the Hong Kong Courts.

26. **Language**

26.1 Each notice, demand, request, statement, or other communication under or in connection with this Agreement shall be:

- (a) in **English**; or
- (b) if not in **English**, accompanied by an **English** or English translation made by a translator, and certified by an officer of the party giving the notice to be accurate.

26.2 The receiving party shall be entitled to assume the accuracy of and rely upon any translation of any document provided pursuant to sub-clause 26.1(b).

26.3 If there is any inconsistency between the English version and the Chinese version of this Terms and Conditions, the English version shall prevail.

27. Severability

The validity of the provisions of this Agreement shall not be affected if any particular provision or provisions of this Agreement is or are declared illegal, unenforceable, or contrary to law or public policy. If as a result of any declaration any of the rights or obligations of a party are materially affected, then the parties shall meet and negotiate in good faith in order to arrive at an amendment of the provision(s) of this Agreement so affected, in such manner as will most closely and accurately reflect the intents and purposes of this Agreement.

28. No Association

Nothing in this Agreement and no action taken by the parties under this Agreement shall constitute a legal partnership, association, joint venture or other co-operative entity between any of the parties.

29. Compliance

29.1 Shell and the Principal Cardholder each represent and warrant to the other that, in connection with this Agreement

(a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with all such laws; and

(b) neither it nor any of its employees, officers, agents or affiliates (or their employees, officers, agents) have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any government official or any person where such payment, gift, promise or other advantage would:

(i) comprise a facilitation payment; and/ or

(ii) violate applicable anti-bribery laws.

29.2 The Parties shall comply with all applicable laws, governmental rules, regulations and orders in their performance of this Agreement.

30. Third Party Rights

30.1 It is intended that the undertakings and obligations of the Principal Cardholder herein are taken by Shell for its own benefit and also for the benefit of the Shell Group and, subject to the provisions of section 30.3, are intended to be enforceable by such parties.

30.2 Except as provided in Clause 30.1, no term or condition contained herein shall be enforceable by any person who is not a party to this Agreement.

30.3 Notwithstanding Clause 30.1 above, this Agreement may be varied or terminated by the

parties without notice to or the consent of any third party.

31. Trade Control

31.1 The Parties confirm that they are knowledgeable about Trade Control Laws applicable to the performance of this Agreement, including the lists of Restricted Parties. The Parties shall comply with all applicable Trade Control Laws in the performance of this Agreement and in particular the Parties undertake that they shall not, and shall procure that their Related Parties shall not, do anything in connection with the performance of this Agreement which causes the other Party to (a) be exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws; or (b) be in breach of any Trade Control Laws.

31.2 The Principal Cardholder shall ensure that Authorised Cardholders and/or User are not a Restricted Party and/or any person from a Restricted Jurisdiction.

31.3 The Principal Cardholder agrees to impose or require the imposition of the conditions set out in this clause on any Authorised Cardholders and/or User.

31.4 Notwithstanding anything to the contrary herein, nothing in this Agreement is intended, and nothing herein should be interpreted or construed, to induce or require a Party to act or refrain from acting (or agreeing to act or refrain from acting in any manner which is inconsistent with, penalised or prohibited under Trade Control Laws or would otherwise expose such Party to a risk of being added to any Restricted Party list or to becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws.

31.5 Shell shall not be obliged to perform any obligation under this Agreement, shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, and shall be entitled to suspend or terminate this Agreement with immediate effect, if Shell determines that:

(a) such performance would expose Shell to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws and/or; or be in breach of any Trade Control Laws; or

(b) the other Party has failed to comply with the requirements of this clause; or

(c) the other party becomes a Restricted Party.

In the event a Shell suspends deliveries/supplies or terminates this Agreement pursuant to this clause, Shell shall not be liable to the other Party for any of the other Party's damages or losses for any delay or non-performance, except to refund any money paid by the other Party for the products/goods or services that were not delivered to the extent such refund is not inconsistent with Trade Control Laws.

31.6 The Principal Cardholder shall indemnify Shell for any losses, liabilities (including but not limited to fines and penalties), damages, costs incurred by or claims or proceedings instituted against Shell arising from or in connection with the failure of the Principal Cardholder or its Related Parties to comply with this clause.

31.7 The Principal Cardholder shall furnish Shell with such documentation as Shell may require from time to time to determine or evidence the Principal Cardholder's compliance with this clause and that controls are in place which actively support such compliance.

31.8 Where requested to do so by Shell, Principal Cardholder will supply Shell with such evidence as Shell may reasonably request to demonstrate Principal Cardholder's compliance with this clause and to demonstrate that controls are in place which actively support compliance with Trade Control Laws applicable to the performance of this Agreement.

Revised Aug 2023