

SHELL FUEL CARD AGREEMENT

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) Driver/Vehicle Cards, being Cards designated for use by the Authorised Cardholder named on the Card with the vehicle identified on the Card; and
- (iv) Admin 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, trademarks, 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, or any information, whether recorded in a material form or not, from which the identity of an individual is apparent or can be reasonably and directly ascertained by the entity holding the information, or when put together with other information would directly and certainly identify an individual. "PIN" means the Cardholder's personal identification number.

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

"Restricted Jurisdiction" means countries or states that are subject to comprehensive trade sanctions or embargoes.

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

"Shell" means **Pilipinas Shell Petroleum Corporation**.

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

"Shell Website" means www.shell.com.ph 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.

"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 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 12, 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;
- (g) the Applicant and/or the Principal Cardholder and its representatives shall not use the Shell Fuel Card/s for wholesale reselling and/or trading;
- (h) the members of the Board of Directors and Stockholders of the Applicant and/or the Principal Cardholder are not in any way related to an existing Shell retailer, contractor or employee.

2.4 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, and the subsequent mailing of Card(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 All requests for additional Cards shall be made by a User via the Online Services. 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.

3.4 All delivery addresses for Cards 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. A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by Shell from time to time. 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);

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. However, verification of the Authorised Cardholder's signature on the Sales Voucher is outside the scope of this Agreement. 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 For cards designated as Admin or Drum Cards, the Principal Cardholder shall be directly liable for all transactions, including fraudulent transactions, and those made before such cards are reported to Shell as lost or stolen.

4.8 Where a Cardholder or a person purporting to be a Cardholder of a Card which has not been reported lost or stolen and who provides a credible form of identification obtains Supplies and either does not have the Card with them or the Card cannot be processed for any reason, such person may (at the discretion of the Card Scheme Participant) fill in an intent to pay form, promising to return to the Card Scheme Participant to pay for the Supplies within 7 days. Where such a person fails to do so, Shell shall be entitled to treat the transaction as if the Card had been presented and successfully processed, such that the Principal Cardholder shall be liable for the Supplies and the amount outstanding in respect of such Supplies shall be added to the Principal Cardholder's next invoice.

4.9 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. Online Services

5.1 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.

5.2 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.

5.3 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.

- 5.4 The Principal Cardholder shall (and shall ensure all Users shall) report any malfunction of the Online Services to Shell without delay.
- 5.5 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.
- 5.6 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.
- 5.7 **Shell Card Online/Shell Fleet Hub.** It is understood and agreed that the **Shell Card Online/Shell Fleet Hub** is a gateway through which Users can register for services that are provided directly to the Cardholders (via a separate contract) by Card Scheme Participants that are not members of the Shell Group. The service provided by Shell is limited to the facilitation the registration process, and Shell is not responsible for the delivery of these services or for the documentation that the User is required to complete in order to obtain the services. Further, the Principal Cardholder is responsible for the accuracy of the information provided in the **Shell Card Online/Shell Fleet Hub** by the relevant User(s) as part of the registration process. Where a Card is cancelled (for any reason), any electronic device associated with that Card will also be cancelled.
- 5.8 **Advance Controls Tool:** The 'Advanced Controls 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. The Advanced Controls 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 Services.
- 5.9 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.

6. Cancellation of Cards and Principal Cardholder Liability

- 6.1 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 blockcard-ph@shell.com, 632-88788811 or fax at 632-88562223.
- 6.2 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). 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).
- 6.3 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.
- 6.4 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 issue, replace or renew any Card during any period in which:
- (a) 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.
- Where Cards or Card accounts are cancelled or suspended without notice, Shell shall notify the Principal Cardholder as soon as reasonably practicable. Where any Card account is suspended by Shell for any reason, 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.

6.5 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.

7. Prices and Card and Service Charges

7.1 The amount to be charged for fuel is calculated by reference to the pump price determined by the Card Scheme Participant less any discounts, if any, agreed in writing between the parties.

7.2 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. Use of a Card following notification shall constitute acceptance of the new Card and Service Charge.

7.3 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.

8. Invoices and Statements

8.1 Invoices and/or statements will be sent or made available to the Principal Cardholder at the billing period intervals determined by Shell from time to time. 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.

8.2 Where legally permitted and where available, 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.

8.3 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.

8.4 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.

9. Payment

9.1 Payment by the Principal Cardholder of any amount owed under this Agreement, less any applicable withholding taxes, 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 either 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, or by check addressed to Shell.

9.2 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.

9.3 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.

9.4 The Principal Cardholder shall be liable for a Card Charge of 3.25% for each unpaid direct debit or for any other method of payment which Shell agrees to in the Application and which fails to clear.

9.5 The Principal Cardholder, if a qualified Withholding Tax Agent as defined under the pertinent taxation laws, rules and regulations ("Taxation Laws"), shall furnish Shell the original Certificate of Creditable Tax Withheld at Source or other forms prescribed under Taxation Laws (the "Tax Forms") within the period prescribed under the said laws, and ensure that the following information are clearly provided as support to the Tax Forms:

- Principal Cardholder account number
- Invoice details which should include, but are not limited to, the following information:
 - Invoice date
 - Gross invoice amount
 - Withholding tax amount

Should the Principal Cardholder fail to comply with the provisions above, the Principal Cardholder shall be considered in default in the payment for the sum of money. Moreover, the amount of the taxes withheld, but for which the Principal Cardholder has not furnished Shell the corresponding Tax Forms, shall be considered as unpaid outstanding purchases and deducted from the available credit limit. In addition, Shell may at its sole discretion, block the account/s of the Principal Cardholder until compliance with the requirements of this Clause.

- 9.6 The 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.
- 9.7 Only the Principal Cardholder shall pay the invoice from Shell. No party other than the Principal Cardholder shall pay the invoice without the prior consent of Shell.

10. **Security and Financial Limits**

- 10.1 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.
- 10.2 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.
- 10.3 Shell shall have the right to impose, without prior notice, a change in Credit Limit depending on market conditions.

11. **No Set-Off**

- 11.1 All payments made by the Principal Cardholder or any credits or refunds due to the Principal Cardholder 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.
- 11.2 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.

12. **Personal Data Protection**

- 12.1 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).
- 12.2 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.
- 12.3 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.ph/privacy.html> that supplements the global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com/privacy (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.
- 12.4 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, as attached to this Agreement as Appendix (also available on at <https://www.shell.com.ph/privacy.html>) and obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws.
- 12.5 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.

13. Termination

- 13.1 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.
- 13.2 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;
 - (c) Shell, the Principal Cardholder, or any Associated Person(s), is subject to a Change of Control; or
 - (d) in its reasonable judgement supported by credible evidence, the Principal Cardholder is in breach of anti-money laundering laws and regulations in connection with this Agreement and has failed to provide information demonstrating compliance with such anti-money laundering laws and regulations.
- 13.3 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.
- 13.4 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].

14. Effect of Termination

- 14.1 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.
- 14.2 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.

15. Liability of Shell

- 15.1 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.
- 15.2 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).

16. Intellectual Property

- 16.1 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.
- 16.3 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.
- 16.2 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.

17. Variations

- 17.1 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.
- 17.2 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.

18. Transfers

- 18.1 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.
- 18.2 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.

19. Joint and Several Liability

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

20. Headings

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

21. Notices

- 21.1 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.
- 21.2 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.
- 21.3 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.

22. **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.

23. **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.

24. **Law and Jurisdiction**

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

25. **Language**

- 25.1 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.
- 25.2 The receiving party shall be entitled to assume the accuracy of and rely upon any translation of any document provided pursuant to sub-clause 25.1(b).

26. **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.

27. **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.

28. **Compliance**

- 28.1 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 and anti-money laundering 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.
- 28.2 The Parties shall comply with all applicable laws, governmental rules, regulations and orders in their performance of this Agreement.

29. **Third Party Rights**

29.1 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 29.3, are intended to be enforceable by such parties.

29.2 Except as provided in Clause 29.1, no term or condition contained herein shall be enforceable by any person who is not a party to this Agreement.

29.3 Notwithstanding Clause 29.1 above, this Agreement may be varied or terminated by the parties without notice to or the consent of any third party.

Signature Over Printed Name

Date

Appendix

SHELL FLEET SOLUTIONS Privacy Statement

Your privacy matters to us so please take a moment to familiarise yourself with this Fleet Solutions Privacy Statement and contact us if you have any questions or queries. This Privacy Statement complements the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at <https://www.shell.com.ph/privacy.html>.

What does this Privacy Statement cover?

This Privacy Statement provides information about personal data which are collected and processed in the context of the issuance and use of the **SHELL FLEET SOLUTIONS – SHELL CARD** as well as your visits to the Shell websites related to the Shell Fleet Solutions business, including the Shell Cards Online Portal (SCOL).

When processing an application for a **SHELL FLEET SOLUTIONS – SHELL CARD**, Shell or its affiliates (“the Shell Group”) may collect and process information that is necessary for assessing the status of the applicant. After the **SHELL FLEET SOLUTIONS – SHELL CARD** is issued, the Shell Group may collect and process transactional and location information of the cardholders, which are collected in real time.

Source of data

If you have not provided your personal data directly to Shell, please be informed that Shell has obtained your personal data from your employing or contracting company who in turn will have ensured that your consent has been obtained if this is required.

What data do we process?

Depending on the exact services used by you and your company, Shell Fleet Solutions may process some or all of the following types of data:

- Business contact details including name, address, marketing preferences, email addresses, telephone numbers and language preferences.
- Director’s (and other associated persons’) details including name and birth date (these are required for anti-money laundering and anti-bribery and corruption purposes/ credit check)
- Transaction details including driver’s name, card number, vehicle identifier, products purchased, date, time and location.

Purposes for processing the data collected

Personal Data supplied by the applicant for a **SHELL FLEET SOLUTIONS – SHELL CARD** and/or collected through the use of the **SHELL FUEL CARD**, may be processed for the purposes of;

- processing the application,
- establishing a cardholder’s identity if this option has been requested by the employing or contracting company (principal cardholder)
- completing credit checks
- operating the cardholder’s account(s) and facilitating access to and use of the online services relating to **SHELL FLEET SOLUTIONS – SHELL CARD**;
- assessing and/or reviewing the card status and/or purchase record of the **SHELL FLEET SOLUTIONS – SHELL CARD** on an ongoing basis;
- conducting screening for trade controls and anti-bribery and corruption purposes;
- monitoring volume and spend information;
- tracing and recovering the **SHELL FLEET SOLUTIONS – SHELL CARD**;
- conducting aggregated market research and/or statistical analysis;
- identifying and (if possible) preventing money laundering and fraud; and/or
- marketing and commercial communication subject to any consent obtained.

In each case the processing may take place at any time during the course of the application process and/or the **SHELL FLEET SOLUTIONS – SHELL CARD** agreement, and may continue after that agreement has ended for limited purposes (invoicing cycle, compliance with legal, fiscal and/or contractual requirements including internal audit).

Marketing

Shell will only send marketing to individuals within your organisation if consent has been given; individuals are free to withdraw their consent at any time. Consent may also be withdrawn at any time by your company’s authorised representative. For more information please refer to the **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at <https://www.shell.com.ph/privacy.html>, depending on your location.

Credit Checks

When processing an application and during the term of any **SHELL FLEET SOLUTIONS - SHELL CARD** agreement, we may assess the creditworthiness of any applicant or cardholder, as well as that of any person(s) associated with the cardholder. In assessing creditworthiness: (a) credit scoring or other automated decision-making processes may be used; and (b) records held by credit reference agencies may be searched. Information held by the credit reference agencies regarding any cardholder may already be linked to records relating to associated persons, or the information provided may create such a link. In case of automated decision making for credit worthiness check, the applicant or cardholder has the right to contest such decision and seek human intervention – please refer to the Contact Details section below.

Who is responsible for any personal data collected?

Pilipinas Shell Petroleum Corporation in cooperation with your local Shell Fuel cards contracting company: Pilipinas Shell Petroleum Corporation, with address at 41st Floor, The Finance Center, 26th Street cor. 9th Ave., Bonifacio Global City, Brgy. Fort Bonifacio, Taguig City, 1635 Philippines, is the Data Controller for processing personal data.

Sharing your personal data

Your personal data that are collected as a part of the agreement may be transferred within the Shell group, including to Shell companies which may be located outside the Economic European Area (“EEA”) for the purposes specified above.

Additionally, your personal data may be shared with or obtained from any of the following parties:

- the participants in the **SHELL FLEET SOLUTIONS – SHELL CARD** scheme, such as the retailers and/or any other company that is permitted to supply products and/or services to **SHELL FLEET SOLUTIONS – SHELL CARD** cardholders under the **SHELL FLEET SOLUTIONS – SHELL CARD** scheme;
- any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under a **SHELL FLEET SOLUTIONS – SHELL CARD** agreement;
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to a cardholder’s obligations e.g. Experian and CIFAS;
- insurance companies, in connection with insurance products that relate or might relate to the operation and/or leasing companies - in the event the cardholder has a vehicle leasing agreement, for the purpose of enabling these companies to monitor vehicle mileage and assess creditworthiness;

We will not disclose your Personal Data without your permission unless we are legally entitled or required to do so. For full details please refer to **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at <https://www.shell.com.ph/privacy.html> , depending on your location.

Your rights

You have the right of access to your Personal Data collected through the **SHELL FLEET SOLUTIONS – SHELL CARD** as well as the right to request correction or deletion of such Personal Data (but only where it is no longer required for a legitimate business purpose). For full details please refer to **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at <https://www.shell.com.ph/privacy.html> , depending on your location.

Who can I contact for more information?

You can contact **SHELL FLEET SOLUTIONS – SHELL CARD** Customer Service Center generalcardrequests-ph@shell.com , telephone number +632 8878 8811.