

# Part B - Terms and Conditions

The Terms and Conditions are available through the following link <https://www.shell.com.sg/business-customers/fleet-solutions/your-fleet/shell-card.html> and may be updated from time to time. The version of the Terms and Conditions as of the date of the Agreement is attached below.

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# Part B -1 General Terms and Conditions

## Words and phrases with special meanings

The following definitions apply throughout these General Terms and Conditions:

**Affiliate:** with respect to either Party, any company which:

- a Party Controls; or
- Controls a Party; or
- is Controlled by the same company which controls a Party.

**Agreement:** the agreement with a Customer for the provision of Fleet Solutions, including the General Commercial Terms (Part A-1), the Commercial Terms specific to each Solution (Part A-2), the General Terms and Conditions (Part B-1) and the Terms and Conditions specific to each Solution (Part B-2) and any schedules, appendices, and attachments, which may be amended. For Agreements entered into prior to March 2023, an “Agreement” shall include letters of offer previously issued by Shell containing commercial terms specific to each Solution (“**LOO**”), the General Terms and Conditions (Part B-1) and the Terms and Conditions specific to each Solution (Part B-2) and any schedules, appendices, and attachments, which may be amended *unless* it is superseded and terminated by the Customer’s entry into an agreement containing General Commercial Terms (Part A-1), the Commercial Terms specific to each Solution (Part A-2), the General Terms and Conditions (Part B-1) and the Terms and Conditions specific to each Solution (Part B-2).

**Anonymised:** in relation to Technical Data, anonymised and/or aggregated so that it cannot be directly attributed to a Customer.

**Application:** means the application form and/or any documentation (in each case in electronic form or otherwise) sent to, completed and/or signed by or on behalf of the Customer in which the Customer seeks to enter into this Agreement.

**Associated Person:** any natural or legal person connected with and/or that has a financial link with the Customer (e.g., members of the same group of companies).

**Authorised User:** a person to whom the Customer has provided a User Account.

**Change of Control:** will occur where:

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

**Control:** a direct or indirect ownership interest of 50% or more of the issued voting shares or stock, having the right to vote to appoint directors of the relevant company.

**Customer:** any legal person(s) that has entered into the Agreement for the provision of Fleet Solutions.

**Customer Infrastructure:** any assets whether tangible or intangible owned or contracted for by the Customer, provided title has not passed and will not pass to Shell under the Agreement including, without limitation, Vehicles, systems (including IT system), employees accounts, goods or systems required for the transmission and processing of Technical Data.

**Customer Infrastructure Unit:** one unit of the Customer Infrastructure corresponding to one Solution Unit.

**Data Feed:** a flow of data between the Customer Infrastructure and Shell including without limitation Input Data and Output Data.

**Driver/Drivers:** the drivers using the Vehicles subject to the provision of the Solutions under the Agreement, including, but not limited to, permanent or temporary employees, contractors, trainees, or other members of staff.

**Effective Date:** has the meaning given in the General Commercial Terms or the LOO (as the case may be).

**Fleet Solutions (or Solutions):** any Fleet Solutions purchased by the Customer pursuant to the Agreement.

**Fleet Solutions Partner:** the (a) service station retailer or any other retailer appointed by any member of the Shell Group; and/or (b) any company with which any member of the Shell Group has an agreement enabling the provision of the Solutions to Users or the use of the Solutions by Users (including to obtain products and/or services using the Solution).

**Goods:** the goods provided by Shell under the Agreement under the Agreement, whether sold, leased, or made available for free.

**Input Data:** the data which may be collected from the Customer or the Customer Infrastructure in relation to the provision of the Solutions (including, without limitation, all forms of Customer Infrastructure operating and usage data, reports, maintenance, records, failure modes, 3rd party analyses and telematics data).

**Intellectual Property Rights :** patents, utility models, rights to inventions, copyright and neighbouring and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Minimum Subscription Term:** the initial term of a Solution and/or a Solution Unit agreed between the Parties under the Commercial Terms or the LOO (as the case may be).

**Online Platform:** an online platform including, without limitation, a website or a mobile application enabling the provision and/or the administration of the Solution, whether operated by Shell, a Fleet Solutions Partner or any third party involved in the provision of the Solution.

**Online Platform Terms:** the terms and conditions which Users are required to accept and comply with in order to access the Solutions.

**Online Services:** any services rendered through an Online Platform.

**On-site Services:** any services performed at the place where the Customer Infrastructure is located.

**Output Data:** the information and insights generated in relation to the provision of the Solution and made available to you in accordance with the Agreement.

**Party:** Individually, Us or You; and, collectively Parties.

**Permitted Use:** for your internal business purposes.

**PIN:** the personal identification number which may be required for using a Solution (e.g., a Shell Card as defined in the Shell Card Commercial Terms).

**Order:** an order issued by the Customer for the provision of the Solutions

**Order Form:** a form delivered by the Customer to Us according to our instructions related to the delivery of Orders and detailing the Order requested

**Restricted Jurisdiction:** any place declared an embargoed or restricted destination by Trade Controls Laws. Currently those places include Iran, Cuba, North Korea, Crimea Region of Ukraine (including Sevastopol) and non-Government-controlled areas of Donetsk and Luhansk, and Syria. We may notify you of any changes to these Restricted Jurisdictions.

**Restricted Party:** a person or entity,

- targeted by national, regional, or multilateral trade or economic sanctions under Trade Control Laws; or
- directly or indirectly owned or controlled by or acting on behalf of such persons including (but not limited to) directors, officers, or employees (including agency personnel), subsidiaries, and joint ventures).

**Security Details:** any password, PIN, key credentials, biometric security feature (e.g., fingerprint) or user ID required for the use of the Solution.

**Services:** the services provided by Shell to you under the Agreement as agreed under the Commercial Terms, the LOO and/ or the relevant Order as well as any other services provided under the Agreement.

**Shell:** the Shell Group entity that has entered into the Agreement with the Customer for the provision of Fleet Solutions.

**Shell GO+:** a loyalty programme owned and administered by Shell Singapore Pte. Ltd.

**Shell Group:** Shell plc and any company (including, for the avoidance of doubt, Shell) being directly or indirectly controlled by Shell plc.

**Shell Infrastructure:** any assets whether tangible or intangible owned or contracted for by Shell provided title has not passed and will not pass to Customer under the Agreement.

**Shell Intellectual Property Rights:** any Intellectual Property Rights owned by Shell or its Affiliates or licensed to Shell or its Affiliates including without limitation any Intellectual Property Rights in or connected with the Solution or any literature, manuals, materials, or information supplied by Shell in connection with the Agreement.

**Shell SmartPay:** a contactless, mobile payment feature available within the Shell Asia App. The use of the Shell SmartPay feature is only available to registered Shell GO+ Loyalty Programme Members.

**Solution Documentation:** all documentation relating to the Solutions, including any manuals, guidelines, instructions, specifications and technical, user and product documentation.

**Solution Starting Date** means the date agreed between the Parties from which the Solution will start to be provided.

**Solution Term** means the term during which the Solution is provided.

**Solution Unit:** one unit of a Solution (e.g., one Shell Card as defined in the Shell Card Terms and Conditions, or one subscription corresponding to one Customer Infrastructure Unit or one User) provided to the Customer.

**Technical Data:** Input Data and/or Output Data.

**Third-Party Provider:** a third-party involved in the provision of all or part of the Solution appointed by the Shell.

**Third-Party Provider Agreement:** any agreement(s) between Shell and a Third-Party Provider relating to procurement of all or part of the Solution (the terms of which, for the avoidance of doubt, are confidential as between the parties thereto).

**Third-Party Provider Items:** any Goods and/or Services which are part of the Solution and provided by a Third-Party Provider.

**Third-Party Provider Warranties:** warranties in respect of all or part of the Solution under the Third-Party Provider Agreement.

**Trade Control Laws:** any applicable trade or economic sanctions or embargoes, Restricted Party lists issued by the

respective authorities, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America or other government laws applicable to any of the Parties.

**Us:** (whether capitalized or not), the party identified as the seller in the Agreement, 'our', and 'we' shall be read accordingly.

**User:** any user of the Fleet Solutions provided to the Customer including without limitation the Customer and any Authorised User.

**User Account:** the account enabling the use and/or the administration of the Solutions by a User.

**User Authentication Device:** a physical support or device required for and/or enabling the use of the Solution including without limitation (i) which are, when applicable encoded and embossed with the Customer and/or User data (e.g. Physical Card as defined in the Shell Card Terms and Conditions) or (ii) on which Security Details are Security Details are entered to access the Solution (e.g., a smartphone on which security details are saved to enable to use the Solution).

**Usage Limit(s):** any control(s) or limit(s) set or agreed by Shell on the use of any individual User Account and/or a User Authentication Device and enforced by the

technology of Shell systems or described in any individually applicable contracts or product definitions.

**Working Day:** a day that is neither a Saturday or a Sunday or a public holiday in Shell's principal place of business.

**Vehicle:** any vehicle legally owned, hired or leased by the Customer in relation to which the Solutions are provided.

**You:** (whether capitalized or not): the party identified as the Customer in the Agreement, and 'your' and 'yours' shall be read accordingly.

## Our agreement with you

### 1. Acceptance

#### **Signing the Agreement or using any Fleet Solutions means that you accept the terms of the Agreement**

1.1 These General Terms and Conditions apply to the provision of Fleet Solutions by Shell. By signing the Agreement or using any of the Fleet Solutions after having received the Agreement, you accept the terms of the Agreement for yourself and on behalf of any Associated Person for which you sign the Agreement.

By signing the Agreement, you, accept that:

- we or our representatives contact the bank which provides you banking services and/or any other source (such as a credit reference agency) to obtain any information in relation to you that we may reasonably require.
- we conduct a credit reference and consumer search in relation to the signatories and to carry out additional searches using the commercial and consumer databases provided by credit reference agencies.

The coming into force of the Agreement is conditional to you passing a credit reference check and/or any other check(s) we may reasonably require by and to our satisfaction.

#### **You may not sign other than for yourself or on behalf of an Associated Person**

1.2 You agree not to sign the Agreement on anyone else's behalf, other than for yourself or on behalf of any Associated Person.

#### **If you sign an Agreement for an Associated Person or disclose information to us about the Associated Person**

1.3 If you sign the Agreement for and on behalf of an Associated Person and/or disclose information to us about that Associated Person, you represent and agree that you:

- are liable for any use of the Fleet Solutions that are supplied to that Associated Person including for any transactions made using any User Authentication Devices;
- have the authority to act on behalf of the Associated Person and are entitled to disclose information about the Associated Person and have consent from them, if necessary;
- are aware (and have made any Associated Persons aware) that (i) the information provided may be held within systems run by or on behalf of the Shell Group and (ii) representatives of any Associated Person (including you) may be able to access information relating to other Associated Persons as well as itself;
- will facilitate any credit assessment relating to any Associated Person by getting their written consent to such an assessment in accordance with the procedures required by us;
- are aware (and have made any Associated Persons aware) that the information provided by you may create a link between Associated Persons at any credit reference agency and that this link will be taken into account in all

future Agreements by any Associated Person until a disassociation is successfully filed with the relevant credit reference agency(ies);

#### **If your links with an Associated Person are severed**

1.4 If you have signed the Agreement for and on behalf of an Associated Person, you will notify Shell in order to cancel the relevant User Accounts in the event that links with any Associated Person(s) are severed and they should no longer be treated as an Associated Person by us.

## **2. Ordering**

### **You will purchase and we will sell the selected Fleet Solutions**

2.1 You agree to purchase from us and we agree to provide you with the Fleet Solutions selected under the Commercial Terms or the LOO (as the case may be) in accordance with the terms and conditions of the Agreement.

### **Purchase Orders**

2.2 Fleet Solutions Units are to be ordered by issuing Orders (as defined e.g., via an Online Platform or by any other means Shell decides). The terms of the Agreement (including the Commercial Terms (or the LOO, as the case may be) and the General Terms) apply to each Order issued under the Agreement. You can issue Orders during the term of the Agreement. To issue an Order you are required to provide us with a completed Order Form (as instructed by Shell). Any Order is subject to our acceptance. We will notify you once we have reviewed and accepted an Order. Every Order is valid and legally binding on you.

### **New Fleet Solutions**

2.3 We may launch new Fleet Solutions or new functionalities in relation to each Fleet Solution from time to time. You are responsible for paying any additional charges for any new Fleet Solutions or functionality you may wish to purchase.

### **Additional Solution Units**

2.4 All requests for additional Solution Units will be made by a User by issuing an additional Order. If an additional Solution Unit is requested, we may demand reasonable additional financial security. If you fail to provide that security, we have the right to decline the additional Solution Unit request.

## **3. Term**

### **The Agreement starts on the Effective Date and remains in force for the period set out in the Commercial Terms or the LOO (as the case may be)**

3.1 The Agreement will start on the Effective Date (as defined in the General Commercial Terms) or the commencement date as set out in the LOO (as the case may be) and will remain in force for the period set out in the Commercial Terms or the LOO (as the case may be) unless terminated earlier in accordance with the terms of the Agreement, including without limitation in accordance with clause 39 of the General Terms.

### **Each Solution and/or Solution Unit is provided for the full duration of the Minimum Subscription Term**

3.2 When provided on subscription basis, a Solution and/or a Solution Unit shall be provided for the full duration of the Minimum Subscription Term (as defined in each Solution's Commercial Terms or the LOO (as the case may be)) unless terminated earlier in accordance with the terms of the Agreement. At the end of the respective Solution's Minimum Subscription Term, the Solution and/or the Solution Unit shall continue to be provided for an indefinite term, each Party being able to terminate the provision of the Solution and/or a Solution Unit at any time, with a notice period of three (3) months.

# Prices, invoicing and payment terms

## 4. Prices, invoicing and statements

### Pricing

4.1 The prices are defined in the Commercial Terms or the LOO (as the case may be).

We may amend any prices, fees or charges applicable to any Fleet Solutions by giving you no less than one (1) month's written notice. The amended fees shall be applicable to any new Order issued after the entry into force of the amended fees as well as to any existing Order not yet fully performed. Any amended fee(s) will be effective from the date specified in the notice.

Following such notice, your continued access to or use of the Fleet Solutions on or after the effective date of the changes constitutes your acceptance of the amended fees.

The price will be payable from the Solution Starting Date until the end of the Solution Term. When the Solution is provided on a subscription basis, in case you stop to purchase the Solution before the end of the Minimum Subscription Term or without respecting the agreed notice period, all amounts due for the remaining contractual period or the missing notice period shall be immediately due.

### Invoices and/ or statements will be sent to you at intervals

4.2 Invoices and/or statements will be sent or made available to you at the billing period intervals set out in the Commercial Terms or the LOO (as the case may be). The invoice/statement will detail the Fleet Solutions charges and / or transactions during the relevant billing period.

### Electronic invoicing

4.3 Where legally permitted and you have (if necessary) registered for electronic invoicing, invoices/statements will be made available via an Online Platform and paper invoices and/or statements will not be available. In these circumstances, you agree to receive electronic invoices instead of paper invoices from any Shell Group company and/or, when relevant, Fleet Solutions Partner, that is able and/or legally entitled to issue electronic invoices in the relevant jurisdiction. However, you may apply for an alternative method of invoicing and, if we agree to grant the application, we will charge you additional administration costs. This charge will be advised to you in writing.

4.4 If you are receiving paper invoices and/or statements and would prefer electronic invoices and/or statements instead, you may apply in writing, or (where legally permitted) via the Online Platform.

### Invoice or statement queries

4.5 You must send us invoice or statement queries in writing (whether submitted online or otherwise) within 28 days of the relevant invoice/statement date. After the 28-day period, you will be deemed to have accepted the invoice as correct and payable.

### Currency you will pay in

4.6 You will pay in the currency set out in the relevant invoice in accordance with the General Commercial Terms or the LOO (as the case may be).

### When you will pay

4.7 Payments will be made in accordance with the payment terms set out in the General Commercial Terms, notwithstanding that a query has been submitted pursuant to Clause 4.5 of the General Terms and is pending resolution.

### How you will pay

4.8 Unless agreed otherwise in the General Commercial Terms or the LOO (as the case may be), payment will be made by direct debit from your designated bank account.

## **5. Charges and taxes**

### **What you need to pay for**

5.1 In addition to the prices payable for Fleet Solutions, you need to pay us the following charges, where relevant:

- all charges as stated in the Agreement;
- any duties, taxes (other than taxes on profits), fees, government levies, including but not limited to the interest, fines and penalties or other costs which we may incur or may be liable for in respect of the provision of the Fleet Solutions;
- any collection, sale, transaction, excise, Business Transfer Tax, Value Added Tax, Goods and Services Tax or other similar tax chargeable under applicable tax legislation;
- any additional costs or payments related to the provision of the Fleet Solutions;
- any costs associated with the impossibility to provide you the Fleet Solutions caused by You.

If a tax exemption is claimed, you will provide us with any documents and information that we may reasonably require in accordance with applicable laws. We shall provide you with a tax invoice that complies with applicable tax legislation.

In the event that any deduction or withholding is mandatory under any applicable law (including in respect of any Taxes) in respect of any payment made or to be made by you under the Agreement, you agree to ensure that such deduction or withholding does not exceed the minimum required by applicable law and you will pay such additional amount or amounts to us so as to ensure that the net amount received by us is equal to the amount which we would have received had no such deduction or withholding been required.

### **Bank charges**

5.2 Each Party will pay their respective bank charges.

### **Interest on delayed payments**

5.3 We may charge interest on delayed payments calculated on a daily basis, on the overdue amount from the due date up to the date of actual payment, after as well as before judgment, at the rate of 18% per annum or 1.5% per month.

### **Debt recovery cost**

5.4 We may charge you additionally for debt recovery costs at the maximum rate permitted by law.

## **6. Payments**

### **You must pay us yourself**

6.1 Unless you have received the prior written consent of Shell, only you (and not your affiliate or a third party) shall pay the invoices from Shell.

### **You will comply with anti-bribery anti-money laundering laws**

6.2 You represent and warrant that your payments to us shall not constitute the proceeds of crime in contravention of anti-money laundering laws.

6.3 Each Party represents and warrants that in connection with the Agreement and the business resulting therefrom, it is knowledgeable about and will comply with all laws, regulations, rules, and requirements relating to anti-bribery and anti-money laundering.

6.4 Nothing in the Agreement shall require a Party to perform any part of the Agreement or take any actions if, by doing so, the Party would not comply with anti-bribery or anti-money laundering laws.

### **Contactless payment with Shell SmartPay in the Shell Asia App**

6.5 Usage of the Shell Card in the Shell Asia App (via the Shell SmartPay feature) is subject to the terms and conditions of the Shell Card.

6.6 More information on the Shell SmartPay Terms and Conditions is available at [www.shell.com.sg/motorists/loyalty-and-payment/skip-the-queue-with-shell-smartpay](http://www.shell.com.sg/motorists/loyalty-and-payment/skip-the-queue-with-shell-smartpay)

## **7. Deductions**

### **No deductions or set-offs by you**

7.1 Payment shall be made without deduction, withholding or set-off. We are entitled to receive full payment on time notwithstanding any dispute relating to the transaction or payment. In the event of any disagreement relating to any invoice issued under the Agreement, the Parties will try to identify the source of any discrepancies and resolve the disagreement promptly and in good faith. Any adjustments consequent on settlement of such disputes shall be made within 30 days following the settlement.

### **Deductions by us**

7.2 If you or your Affiliates owe us money, we may deduct this from any payment we make to you under the Agreement or any other agreement that we have with you or your Affiliates.

## **8. Credit**

### **We may set a credit limit**

8.1 We may, at our discretion, set up a credit limit. We may ask you to provide financial performance data and answer specific queries to establish your financial health for setting a credit limit and you agree to provide it without any delay. We may reassess your credit limit at any time throughout the term of the Agreement.

### **We may ask for security**

8.2 We may ask for any amounts payable under the Agreement to be fully secured by a bank guarantee, cash security or letter of credit issued by a bank, or through other forms of security acceptable to us.

### **If you exceed your credit limit, fail to pay, or do not provide the security we require**

8.3 In addition to our other rights, if, at any time:

- have exceeded any credit limit we have set; and/or
- fail to pay us by the due date, or give us the security we require; and/or
- you fail to give us the security we require or the security you have provided expires or becomes invalid; and/or
- you fail to comply with the provisions of section 8,

we may suspend or terminate the Agreement immediately by giving you notice without liability to you.

# **Provision of Fleet Solutions**

## **9. Trial (where applicable)**

### **We may supply a Solution to you on a trial basis**

9.1 We may supply a Solution to you on a temporary basis solely for the purpose of trialling and /or evaluating the Solution (the "Trial") during a period agreed between the Parties (the "Trial Period"). Any Trial will be governed by these General Terms.

Either Party may terminate a Trial on written notice to the other Party with thirty (30) days prior notice or according to the notice period otherwise agreed between the Parties.

Unless otherwise agreed between the Parties, on expiration of the Trial, you must issue a new Order to continue using the Solution and/or the relevant Solution Units.

By participating in a Trial, you confirm and agree that you will not use the Solution for any purpose other than the bona fide evaluation to determine whether you wish to purchase the Solution.

## **10. Commissioning (where applicable)**

### **Actions may be required to enable the provision of a Solution**

10.1 The "Commissioning" consists in the initial actions which may be necessary to enable the actual provision of the Solution including, without limitation, (i) the installation and configuration of the Solution, (ii) the proper configuration of the Customer infrastructure according to Shell's instructions, (iii) the inspection or testing of the Solution or the Customer Infrastructure, (iv) all the connections between the Solution and the Customer Infrastructure and (v) the selection and procurement of all appropriate items to enable the provision of the Solution.

Unless otherwise agreed between the Parties, you are solely responsible for all aspects of the Commissioning, and we are under no obligation to provide any services relating to the Commissioning.

10.2 We will endeavour to make the Solution available as soon as reasonably practicable following any Commissioning requirements if applicable.

## **11. Delivery of the Solutions**

### **Delivering the Solution**

11.1 Once we have accepted an Order, the Solution Units specified in the Order Form will be provided to you in accordance with the delivery terms agreed between the Parties. Any delivery dates provided are estimates only.

11.2 If the delivery of the Solution cannot be made because of you, we can request that you reimburse our related costs.

11.3 All Goods will be delivered to your premises or to such other addresses as may be agreed by both Parties.

11.4 You will tell us in writing about any discrepancies within ten (10) days of collection, including evidence to support your claim.

### **Risk and title**

11.5 If the provision of the Solution includes the provision of Goods, risk in the Goods shall pass to you when you take possession of the Goods unless otherwise agreed between the Parties in writing.

11.6 In case the Goods are sold, title to the Goods shall pass to you once the payment in relation to the relevant Goods has been made (excluding, for the avoidance of doubt, transfer of title to any Intellectual Property Rights relating to the Solution).

11.7 When you lease the Goods, title to the Goods shall remain with us at all times and nothing in the Agreement shall confer or be deemed to confer to you any interest in the title of the Goods. You shall exercise due care to safeguard the Goods and not permit any alterations adjustments, or modifications without our prior consent. You shall inform us as soon as you become aware of any damage to, defect in, loss or theft of the Goods. Upon Termination of the Agreement, upon request from Shell you shall return the Goods in good, marketable condition within thirty (30) working days of the date of termination. If you fail to return the Goods in due time, you shall pay to Shell a charge calculated at the cost of purchasing the Goods.

### **Reissue and resale**

11.8 You will not reissue or resell all or part of the Solution.

## **12. Installation**

### **You can request installation of certain Solutions**

12.1 Where applicable, you can request installation by us of certain Solutions ("**Installation**"). The applicable fee and date for Installation will be agreed between the Parties. The Installation may be performed by a third party engaged by us.

12.2 If Installation is not performed by us or a third party engaged by us, we shall not be liable for any loss or damage arising directly or indirectly as a result of any negligence or failure to comply with the Agreement or Installation instructions.



## **13. User Accounts set-up**

### **We will set up any relevant User Accounts**

13.1 Where the provision of a Solution requires a User Account to be set up, we will:

- set up the User Accounts;
- where applicable, arrange for the provision of User Authentication Devices (e.g. a physical Card as defined in the Shell Card Terms and Conditions) or other physical supports or devices which may be required for the use of the Solution which are, when applicable, encoded and embossed with your data;
- where applicable, provide Security Details to enable Users to use the Solutions. In some cases, you may choose Security Details, in which case you are required to ensure that separate and appropriately secure Security Details are set for each User Account. We may change or ask you to change Security Details at any time. If the User changes the Security Details, a combination that can be easily guessed by a third party should not be used (e.g. birthdays and telephone numbers).

### **If a User Account is set up for you, you may need to provide us with some details**

13.2 We may require you to:

- use User Account opening information sent to a verified address to activate certain Fleet Solutions;
- 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.

You will notify us as soon as possible in writing of any changes (included in the Agreement or otherwise) to the details relating to you or any User Account.

### **You will nominate an administrator**

13.3 You will nominate (in writing) a single User to be an administrator of User Account(s) who will be able to submit requests to us for creating additional User Accounts and manage User Accounts.

### **Security Details must be kept safe**

13.4 Security Details will only be used by the relevant User and will not be disclosed to any other person. You must keep Security Details secure and confidential. The Security Details must be memorised by the relevant User and any document on which there were mentioned destroyed. The Security Details (including without limitation PIN numbers) must not be kept in any other written format in a way that could be understood by someone else. We may (but do not have to) agree to a request by a User to alter Security Details. The User may be required to pay for such alteration.

If you intend to sell or give away a device into which Security Details have been saved, you shall ensure you delete the Security Details from such device to prevent the use of any Fleet Solution by an unauthorised user.

### **You are responsible for ensuring User Authentication Devices are used by Authorised Users**

13.5 You will ensure that User Authentication Devices are only in the possession of and only used by Authorised Users, are secured by Security Details and do not remain in the possession of a person who is no longer an Authorised User.

### **You must ensure Users use the Solutions in accordance with the Agreement**

13.6 You must ensure:

- that each User complies with the Agreement, Shell's instructions as communicated from time to time and the procedural requirements of any Fleet Solutions Partner;
- that each Authorised User has been given authority to use the User Account as their representative.

### **You must alert us if there is a security issue**

13.7 You must notify us immediately using the Online Services or the Shell Customer Service Centre if you become aware that:

- Security Details have been disclosed to any person who is not authorised to access such Security Details; or
- a User Authentication Device is lost, stolen, misused, or in the possession of someone who is no longer an Authorised User.

**You are liable for the use of the Solution**

13.8 You are liable for the use of any Fleet Solutions by any person, authorised or unauthorised, who uses any Security Details to access the Solutions.

You accept the Solutions and the data available via the Solution as they are, and any use of the Solutions will be done at your own risk.

**If a User Account is not being used, we may close it**

13.9 We may close, with immediate effect, any User Account held by you by giving you notice if it is not used for a period of thirteen (13) months or more. Furthermore, where no User Account has been used for such period, we may also terminate the Agreement by giving you notice.

**14. Input Data - Data Feed**

**Where applicable, both Parties will work to achieve activation of the Data Feed**

14.1 In some cases, the provision of the Solution may require a Data Feed and/or the calibration of the Input Data and the Solution. When relevant, the Parties will work collaboratively to achieve the activation of the Data Feed and/or the calibration of the Input Data and the Solution as soon as reasonably practicable.

14.2 You will ensure that the Data Feed is maintained in full working order during the Solution Term.

14.3 You will provide us with all available Input Data (to the extent relevant to the Solution) and you acknowledge that our ability to provide the Solution depends on your timely provision to us of sufficient and accurate Input Data. We will not be liable for any losses or claims to the extent caused by a delay or failure to provide us with sufficient and accurate Input Data.

14.4 You will bear all costs related to the activation and the maintenance of the Data Feed.

**15. Access to the Solution – Online Platform**

**Access to the Online-Platform**

15.1 The provision of the Solution may require accessing an Online Platform. In those circumstances, the following terms and conditions will apply, and you comply with any additional Online Platform Terms. In case of any conflict between the Online Platform Terms and these General Terms and Conditions and/or the Terms and Conditions Specific to each Solution, these General Terms and Conditions and/or the Terms and Conditions Specific to each Solution shall prevail.

**Alternative access**

15.2 From time to time, we may make the Solution accessible which is normally accessible via an Online Platform available to you via other means, including by e-mail or through an Application Program Interface (API).

**16. Use of the Online Platform**

**Function of the Online Platform**

16.1 The Online Platform enables to administer and use the Fleet Solutions and may enable without limitation to manage Orders, retrieve information regarding the use of the Fleet Solutions and analyse that information using reporting facilities available within the Online Platform.

**Use of data by Users**

16.2 While Users may review data obtained via the Online Platform and distribute it within your organisation, our prior written approval will be required for any other use of the data (including reproduction or publication). Users are not permitted to make the Online Platform, or any data from it, available to any third party.

## **17. Solution maintenance and customer support**

### **You are responsible for maintenance of the Fleet Solutions**

17.1 Unless otherwise agreed between the parties, you are solely responsible for all aspects of the maintenance of the Fleet Solutions, and we are under no obligation to provide any services relating to the maintenance of the Fleet Solutions.

### **We will use reasonable endeavours to provide you with support**

17.2 In the event that you require technical support in relation to the Fleet Solutions, we will use our reasonable endeavours to provide you with a substantive response upon our receipt of a support request. Unless otherwise specified, we will use our reasonable endeavours to provide technical support during regular Working Days and office hours. For the avoidance of doubt, this excludes any matters for which you are solely responsible under the Agreement.

## **18. Advisory Services**

### **You are responsible for the decisions you make on the basis of Services**

18.1 You acknowledge that services rendered as part of the provision of the Solution (including without limitation the Output Data which may be provided, communication tools, alerts, and high priority messages) are purely advisory in nature. You bear sole and full responsibility for taking any action (or omitting to act) based on the provision of the Solution. To the fullest extent permitted by applicable law, you agree to indemnify Shell against any claims where reliance on the Solution has caused loss to you or any other person.

## **19. On-site Services**

### **We may provide On-Site Services as part of the Solutions**

19.1 If agreed with us in writing, we may provide On-Site Services as part of the Fleet Solutions.

19.2 When visiting your or a third party's premises (the "Site") to provide On-site Services, both your and our respective employees and contractors will observe all rules or regulations that are in force on such premises and will maintain the Site in a safe condition. You will grant us access to the Site for the purpose of the provision of the On-Site Services. Prior to the provision of On-Sites Services at a new Site, you grant us access to inspect the Site, including but not limited to accessibility and safety of the Site to determine whether it is suitable for the provision of On-Site Services. You will inform us of hazards reasonably associated with the provision of the On-site Services. In the event the layout of the Site or the Site itself changes, you will immediately inform us and grant us access to inspect and assess the new and/or changed Site. A party may keep or withdraw its personnel from any site of the other party and suspend the provision of the Solution without any liability for delay or otherwise if, in the opinion of the first party, that site represents a danger to the safety of any person.

## **20. Cooperation and your obligations**

### **You will cooperate with us with all matters relating to the provision of the Solution(s)**

20.1 You will cooperate with us in all matters relating to the provision of the Solution(s).

20.2 You will provide us with such information and materials we may reasonably require for supplying the Fleet Solutions and ensure that such information is complete and accurate in all material respects.

20.3 You will obtain and maintain all necessary licences, permissions and consents which may be required for the provision of the Fleet Solutions before we begin to supply the Fleet Solutions and will comply with all applicable registration and/or declaration requirements.

20.4 You shall ensure that the Customer Infrastructure is installed, maintained, and operated in a properly manner to enable the provision of the Solution and avoid any accidents or incidents which could be reasonably anticipated.

### **You will comply with all instructions in relation to the Solution(s)**

20.5 You will use (and will ensure Users use) the Solutions in accordance with the Agreement, the Shell's instructions and the Solutions Documentation as may be notified to you and as may be updated by Shell from time to time. You acknowledge that you have actual knowledge with the Solution Documentation. You shall ensure that your employees, contractors, sub-contractors and customers read and abide by all instructions and recommendations in relation to the Fleet Solutions.

## **You are responsible for complying with laws and regulations**

20.6 You agree and confirm that:

- (i) you are authorised to enter into the Agreement and perform the obligations therein;
- (ii) your entry into and performance of the Agreement will not infringe the rights (including Intellectual Property Rights) of any third party or cause you to be in breach of any obligations to a third party; and
- (iii) you have the right to provide all information, data and materials provided by you to us under the Agreement and that they are correct.

## **HSSE standards**

20.7 You will as a minimum have implemented standards, policies and procedures which meet all applicable laws and regulations relating to health, safety, security and environmental performance in connection with the Agreement. You will co-operate with us to implement measures that are in place to improve health, safety and environmental performance. It is your responsibility to use the Fleet Solutions safely and with care.

## **You will notify us of any issues**

20.8 You will notify us promptly if you become aware of (i) any problems which might affect the provision of the Fleet Solutions; or (ii) any HSSE incidents or violations in any way connected with the Fleet Solutions.

## **21. Modification, restriction, or suspension of the Solution(s)**

### **We can modify any of the Fleet Solutions provided under the Agreement**

21.1 We may modify the Fleet Solutions so long as the performance of the Solution is not materially adversely affected and, in any case, if required by any applicable statutory or regulatory requirement or if the Customer's usage has an adverse impact on the Shell Infrastructure. Such modifications may include introducing or removing features of the Solution or replacing all or part of the Solution with materially equivalent goods and / or services.

### **We may restrict or suspend provision of the Solution(s) in certain circumstances**

21.2 We may restrict or suspend the provision of the Fleet Solutions:

- (a) if we need to carry out maintenance to maintain, repair or improve a Solution;
- (b) to implement any changes required;
- (c) if you do not pay any amounts owed under the Agreement when due;
- (d) if we reasonably believe that you are in breach of the Agreement; or
- (e) if we reasonably believe that we need to do so in order to protect the integrity or security of the Shell Infrastructure.

21.3 If we restrict or suspend the Solution because of the reasons in clauses 21.2 (c) to (e) of these General Terms and Conditions, you will still have to pay the price due for the Solution during the suspension period and we may apply an additional charge to restart the Solution.

21.4 If we decide to restrict or suspend the provision of the Fleet Solutions for any of the above reasons, we will notify you in writing as soon as reasonably practicable before doing so.

## **22. Warranties**

### **We will provide Services to you with reasonable care and skill and Goods will conform to specification**

22.1 We warrant to you that (i) we will provide the Services to you with reasonable care and skill and (ii) the Goods will on delivery conform with any specification or description provided by Shell and any Shell literature published in relation thereto from time to time. All other warranties (express or implied), terms or conditions are expressly excluded to the fullest extent permitted by applicable law.

22.2 If you inform us that you do not consider the Solution to be meeting the standard referred to in clause 22.1, we will work with you to investigate the issue and identify potential solutions.

22.3 In the event that we fail to comply with our obligations under clause 22.1, we will, at our expense and at our discretion, alternatively : (a) use reasonable commercial endeavours to promptly correct any such non-conformance, (b) provide you with an alternative means of achieving the outcomes that could reasonably be expected from the Fleet Solutions, or (c) refund to you all amounts you have paid for the non-conforming Fleet Solutions, from the date on which you notify us in

writing of the issues. Such correction, substitution or refund constitutes the sole and exclusive remedy for any breach of the warranty set out in clause 22.1.

22.4 Notwithstanding the foregoing:

- (a) we do not warrant that the provision of the Fleet Solutions will be uninterrupted, error-free, complete, accurate or that the Fleet Solutions will meet your requirements; and
- (b) we are not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and you acknowledge that the Fleet Solutions may be subject to limitations, delays, and other problems inherent in the use of such communications networks and facilities.

#### **When all or part of the Solution(s) is provided by a Third-Party Provider**

22.5 When all or part of the Solution is provided by a Third-Party Provider, to the extent permitted under the Third-Party Provider Agreement we will use our reasonable endeavours (but subject to our ultimate discretion, not to be unreasonably withheld or delayed) to assign the benefit of the Third-Party Provider Warranties to you.

22.6 Apart from the Third-Party Provider Warranties which may be assigned as per clause 22.5, no warranties are provided, and we accept no liability, in respect of Third-Party Provider Items, including its commissioning or its maintenance; and to the fullest extent permitted by applicable law you agree to indemnify Us and our Affiliates against any claims arising out of or in connection with Third-Party Provider Items, including, without limitation, with respect to defects or non-conformance of the Third-Party Provider Items and/or the Solution or loss or damage to the Customer Infrastructure.

## **Liabilities**

### **23. Events outside control**

#### **If there is an event outside of our control (Force Majeure)**

23.1 Neither Party (nor any member of the Shell Group) will be liable for any performance delays or non-performance due to causes beyond its or its agents'/contractors' reasonable control, except for payment obligation or economic distress (a "Force Majeure Event").

Examples of Force Majeure Events may include (but are not limited to) fires, hurricanes, floods, natural disasters, workers' strikes, lock-outs, compliance with new laws or regulations, ordinance, or with any order, demand or request of any international, national, local, or other authority or agency, any epidemic or quarantine restriction, or any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the source of supply of Solutions.

#### **We have no obligation to source alternative Goods and/or Services**

23.2 If we are subject to a Force Majeure Event, we may reduce, suspend, or cancel all or part of the Solution we are due to supply to you without any obligation to obtain all or part of the Solution from another source. If we do obtain all or part of the Solution from another source, then we are not obliged to provide this to you.

#### **After 30 days of delay, either Party can cancel the Agreement**

23.3 If a Force Majeure Event persists for (Thirty) 30 days or longer, either Party may terminate the Agreement immediately with a written notice to the other Party. Neither Party will be liable for any damages, losses, claims, or costs suffered because of such termination.

### **24. Compensation and Liability**

#### **We are each responsible for negligence**

24.1 Each Party (Compensating Party) will compensate the other Party for any claim, loss, damage, cost, and/or expense and other costs of litigation on account of any injury, disease or death of persons (including Compensating Party's employees) or fraud or damage to property (including Compensating Party's property) or the environment arising out of or in connection with the Agreement, caused by the Compensating Party's negligent act or omission or failure to comply with any of its obligations.

## **Neither of us is responsible for indirect special or consequential losses**

24.2 Except where such liability cannot be limited by law or excluded, neither Party will be liable to the other Party for any indirect, special or consequential losses (including but not limited to loss of use, loss of anticipated profit, loss of production and business interruption) suffered by any user of the Fleet Solutions or any third party in connection with the use of any Fleet Solutions or any products and/or services obtained using a Fleet Solution, even if such are reasonably foreseeable

## **We are not responsible for losses caused by independent contractors employed by us or any Fleet Solutions Partner**

24.3 To the extent applicable under law, we will not be liable to any user of Fleet Solutions or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of:

- (a) independent contractors engaged by us, or their employees, contractors, or agents; and
- (b) any Fleet Solutions Partner or their employees, contractors, or agents (including any refusal to allow the use of the Solution).

## **Our liability cannot exceed the fees you paid to us in connection with the provision of the relevant Solution Unit in any 12-month period**

24.4 Notwithstanding any other provision in the Agreement and to the maximum extent permitted by applicable law, the total liability of Shell and its Affiliates arising under or in connection with the provision of a Solution Unit in any (Twelve) 12 month period (calculated from the Effective Date), whether for breach of contract, breach of warranty, breach of statutory duty, negligence or other tort or default, whether by virtue of strict liability or otherwise, shall not exceed the aggregate of the fees you paid to us in connection with the relevant Solution Unit in such (Twelve) 12 month period.

# **Governance**

## **25 Compliance with laws**

Each Party agrees that it is familiar with and will comply with all applicable laws, governmental rules, regulations, and orders.

## **26 Notices**

Any notices between the Parties will be effective only if they are provided in writing in English language (including by email) and sent to the receiving Party's usual address as mentioned at the head of the agreement and updated from time to time. E-mails are permitted but if an email relates to any breach of the Agreement, it must be followed by a letter sent by a courier if the recipient does not respond to the e-mail within 2 business days of the sent e-mail.

## **27 Waiver**

If we delay or decide not to enforce a provision of the Agreement, in whole or in part, this does not mean that we have waived our right unless it is otherwise provided in the Agreement or we expressly confirm this in writing.

## **28 Third party rights**

28.1 No provision of the Agreement will be enforceable by any person who is not a Party to the Agreement but your undertakings and obligations under the

Agreement are taken by us for our benefit and also for the benefit of the Shell Group and are enforceable by such parties.

28.2 No variation or termination of the Agreement requires a third party's consent, including any of our Affiliates.

## **29 Amendment - Variation**

29.1 Any amendments to the Agreement will be valid only if they are in writing and signed by the Parties.

29.2 Notwithstanding the foregoing, upon 30 days' notice, we may vary any of the terms and conditions of the Agreement (including without limitation any terms contained in written correspondence) or apply additional terms and conditions by giving you notice (via the Online Services or otherwise).

29.3 The use of any Fleet Solutions after notification of any variation to the terms and conditions of the Agreement (or the imposition of new terms and conditions) indicates your acceptance of those new terms and conditions.

## **30 Invalidity**

If any provision or part of a provision of the Agreement is invalid, illegal, or unenforceable under the Governing Law, the Parties will attempt to agree to

change the provision in question. The remaining provisions will stay the same.

## **31 Intellectual Property - Technical Data - Trademarks**

### **31.1 Intellectual Property**

31.1.1 Any Intellectual Property Rights relating to the Solutions are and will remain the property of Shell and/or Shell Affiliates and or the licensors of Shell or Shell Affiliates, including without limitation any software or database used by us for the purpose of providing the Solution(s) (including the Online Platform and any data analytics or data analytics software) together with any associated documentation, manuals and updates, and in each case any Intellectual Property Rights in or relating thereto.

31.1.2 Any Intellectual Property Rights relating to the Solutions (including any modifications or improvements thereto) created or discovered while providing the Solutions will vest exclusively and immediately upon creation in us or one of our Affiliates. You will take all necessary steps to assign (and will procure that Users will assign) such Intellectual Property Rights to Shell or any Shell Affiliate.

Furthermore, without prejudice to the generality of the foregoing, you agree

that Shell and our Affiliates will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, and perpetual licence to implement, use, modify and commercially exploit any suggestions, enhancement requests, recommendations or other feedback received from you in relation to the Fleet Solutions.

31.1.3 Nothing in the Agreement will be construed as granting any person any rights in our Intellectual Property Rights except for the limited use licence granted under clause 31.1.4

31.1.4 We hereby grant you a non-transferable, non-exclusive worldwide licence to access the Solution solely for the Permitted Use and in the manner set out in the Agreement, for as long as we provide the Solution to you under the Agreement.

31.1.5 You will not copy, modify, transfer, decipher, decompile, disassemble, reverse engineer, create derivative works from, or reduce to human readable form any content subject to Shell Intellectual Property Rights, or permit anyone else to do so, unless we have given you express prior permission in writing.

31.1.6 You will not use any of our Intellectual Property Rights (including the Shell Trademarks), whether in connection with the Agreement or otherwise, except with our express prior permission in writing.

31.1.7 You agree that you will not do anything that may harm our reputation, products, or brands. You will immediately give us written notice of any actual, threatened, or suspected infringement of our Intellectual Property Rights used in connection with the Agreement of which you become aware. Should we decide to take any action against such infringement, you will provide promptly such assistance relating to that action as may be reasonably requested.

## 31.2 Technical Data

31.2.1 The provision of the Solution may imply the collection or generation of Input Data and / or the provision of Output Data (as both defined). Technical Data refers to Input Data and/or Output Data. Ownership of any Intellectual Property Rights in any Technical Data will remain vested in the original owner

thereof, subject to the usage and other rights granted under this clause 31.2.

31.2.2 We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of your Technical Data in accordance with applicable law and subject to the other terms of this clause 31.2.

31.2.3 You hereby grant Shell and its Affiliates a perpetual, non-exclusive, worldwide, royalty-free, and non-transferable licence to use, process, store and transmit Technical Data

(a) on a non-Anonymised basis:

(i) within the Shell Group and with third parties outside the Shell Group, for all purposes in connection with the provision of the Solution (including improvements to the Solution, addressing technical issues, providing technical support or otherwise); and

(ii) within the Shell Group, to develop additional products and services for the benefit of our customers, as part of our research and development programmes, to analyse market statistics and trends and for other internal business purposes; and

(b) on an Anonymised basis, for any other purposes.

## 31.3 Trademarks

31.3.1 You agree to use Shell Trademarks strictly as permitted by us. You agree to comply at all times with Shell's guidelines, rules, policies, and standards (together referred to as "Brand Standards") for the use of Shell Trademarks. You do not have any proprietary interest, title, claim, goodwill or right to/in the Shell Trademarks, including any right to apply for Shell Trademarks to any Products or to use Shell Trademarks in relation to the Product.

31.3.2 You will immediately discontinue any use of Shell Trademarks on expiration or termination of the Agreement.

31.3.3 You shall promptly notify us of any suspected, apparent, threatened, or actual infringement of, or any actions, claims or demands or proceedings in relation to, any Shell Trademarks and shall render us all the assistance we

may require, including the prosecution (at our expense) of any action that we deem necessary to protect or defend our rights.

## 32 Data, including Personal Data

32.1 Both Parties may, in the course of the performance of the Agreement, provide each other with Personal Data (information about identified and/or identifiable individuals). Any processing of Personal Data will be done in accordance with the terms of the 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). Each Party acknowledges that they will each be independently acting as data controllers in respect of Personal Data processed by each of them. The Agreement does not establish a basis for jointly exercising data controller powers over the relevant Personal Data.

Shell will process Personal Data provided by the Customer, Associated Persons and Users in accordance with the Shell Fleet Solutions Privacy Statement available at <https://www.shell.com.sg/business-customers/fleet-solutions/your-shell-card-privacy-statement.html> that supplements the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at [www.shell.com/privacy](http://www.shell.com/privacy) (depending on the location).

For the avoidance of doubt, neither Party may process, sell, retain, use or disclose the Personal Data for any purpose other than for the specific purpose specified in this Agreement and as explained in the relevant privacy notices or as required or permitted by applicable data protection law.

## 33 Export control and non-diversion

33.1 Each Party acknowledges that it is familiar with and will comply with all applicable Trade Control Laws relating to the direct or indirect use, diversion, trade, export, or re-export of the Fleet Solutions. Where requested by us, you will supply us with such evidence as reasonably requested by us to demonstrate your compliance with this section, including verification of the final destination of the Fleet Solutions and to

demonstrate that you have controls in place which actively support your compliance with applicable Trade Control Laws. You will notify us if you and/or any Associated Person(s) becomes a Restricted Party or a resident or registered in a Restricted Jurisdiction, or becomes controlled by the government of any Restricted Jurisdiction or a Restricted Party.

33.2 You may not, directly or indirectly, sell or export any of the Fleet Solutions to any Restricted Party or any Restricted Jurisdiction, or for use by a Restricted Party or in a Restricted Jurisdiction, unless you obtain our consent in writing.

33.3 You shall ensure that the restrictions in sections 33.1 and 33.2 above are imposed on all of your direct or indirect resale customers.

33.4 If a Party is a Restricted Party or does not comply with subsections 33.1–33.3, or if it becomes unlawful under the Trade Control Laws for a Party to carry out any of its contractual obligations, the other Party may either suspend deliveries or terminate the Agreement immediately. If deliveries are suspended or if the Agreement is terminated by a Party for the reasons set out in this section, the suspending or terminating Party will not be liable to the other Party for any of its losses. If we suspend or terminate the Agreement, we will repay the money you paid us for the Fleet Solutions that were not delivered, unless it is prohibited by any applicable laws or regulations.

33.5 Unless agreed otherwise, you are responsible for obtaining any required authorisation, import, export or transfer licenses or any custom licenses pursuant to applicable Trade Control Laws. We will provide you with all appropriate export classification for Fleet Solutions supplied.

### **34 Assignments or Transfers**

34.1 You may not assign or transfer any part of the Agreement to a third party without our prior written consent, which we will not unreasonably refuse.

34.2 We may at any time, in our absolute discretion and without your prior consent, assign or transfer all or any part of the Agreement to an Affiliate or a third party.

### **35 New and changed regulations**

35.1 Each Party understands that it is entering into the Agreement in reliance on laws, rules, regulations, decrees, agreements, concessions, and arrangements (“Regulations”) currently in effect with all Governments, government instrumentalities or public authorities affecting the Solution(s) being sold or purchased, including those relating to the production, acquisition, gathering, manufacturing, transportation, storage, trading, or delivery, insofar as such Regulations affect the Parties.

35.2 If Regulations change or new Regulations come into effect, and the material effect of such (a) is not covered by any other provision of the Agreement, or (b) has a material adverse economic effect upon either Party, then the affected Party may request renegotiation of the prices or related terms in the Agreement.

35.3 Pursuant to section 35.2, either Party (**Requesting Party**) wanting to renegotiate the Agreement’s prices or terms shall provide to the other Party a written notice and revised prices or terms.

35.4 If the Parties do not agree on new prices or terms within 30 days from the date of receipt of notice under section 35.3, the Requesting Party may terminate the Agreement at the end of the 30-day period.

### **36 Confidentiality**

36.1 Confidential Information means any formulation, proprietary and technical information related to the Product, including any obtained by observation.

In addition, each Party will treat all information relating to the other Party and/or the Agreement which it receives under the Agreement, as confidential and will ensure that any person who receives any Confidential Information complies with the same obligations as set out below.

36.2 Neither Party will use the Confidential Information for any reason other than for the Agreement or disclose any Confidential Information to any person except for any of its directors or employees who need to know this information so that they can perform their duties under the Agreement.

36.3 Either Party may disclose any Confidential Information:

36.3.1 to the extent it is required to be disclosed by law, or in relation to a court case;

36.3.2 to its Affiliates, professional advisers, auditors and bankers;

36.3.3 if the information has come into the public’s knowledge through no fault of that Party; or

36.3.4 if the other Party has given prior written consent to the disclosure.

A Party disclosing information under section 36.3.1, may only do so if it can prove the disclosure meets the criteria as set out.

36.4 The disclosing party may request that the receiving party return or destroy all tangible records containing Confidential Information.

36.5 The confidentiality provisions above will continue to apply for 3 years after the termination or expiry of the Agreement.

### **37 Publicity**

You will obtain prior written approval from us before any external communications are made in relation to the Agreement or prior to using our Shell Trademarks in any manner not stated or contemplated by the Agreement.

### **38 Language**

The Parties agree they have requested that the Agreement and all of its ancillary documents will be drafted in English language only.

### **39 Suspension and termination**

39.1 Without prejudice to other rights and remedies, either Party may terminate the Agreement:

- (a) by giving not less than three (3) month’s prior written notice to the other Party;
- (b) with immediate effect by giving a written notice, if:
  - the other Party has started liquidation or similar process under the applicable law; or
  - the other Party’s breach of any obligations is not fixed within 10 days from the receipt of notice requiring a remedy.

39.2 We may terminate the Agreement immediately by giving you notice if:



- We receive a credit reference which we think is unsatisfactory;
- We become aware that you and/or any Associated Person(s) are a Restricted Party or a resident or registered in a Restricted Jurisdiction, or controlled by the government of any Restricted Jurisdiction, or is a Restricted Party;
- Either Party or any Associated Person(s), is subject to a Change of Control; or
- in our reasonable judgement supported by credible evidence, you are in breach of anti-bribery or anti-money laundering laws or regulations or of any of the provisions of clause 6 of these General Terms and Conditions in connection with the Agreement and have failed to provide information demonstrating compliance with such anti-bribery or anti-money laundering laws and regulations.

39.3 You will pay us all sums of money due and owed to us immediately upon a termination of the Agreement.

39.4 Upon termination of the Agreement for any reason, all use of the Fleet Solutions must end. If applicable, Shell may delete and/or deactivate any User Account and/or Solution Unit without further notice.

39.5 In addition to our rights and remedies, if (i) You are in breach of any your obligations under the Agreement; (ii) there is actual or suspected fraudulent, illegal or unlawful use of any User Authentication Device or User Account; or (iii) we receive a credit

reference in relation to you which in our opinion is unsatisfactory, we may

- suspend the provision of the Solutions immediately; and/or
- require you to pay us by a different method of payment.

39.6 In the event of termination or suspension, we may:

- cancel any accepted and outstanding order(s) without liability to you;
- request the return of and/or deactivate all/any User Authentication Device and cancel or suspend any User Accounts without notice and refuse to reissue, replace, or renew any User Authentication Device. Where any User Authentication Device or User Account is cancelled or suspended, we will notify you in a timely fashion. Where any User Account is suspended by us for any reason, any amount due from you is payable immediately, and that payment may be required to reactivate the User Account.

39.7 The provisions Charges and Taxes, Risk and Title, Trademarks, Confidentiality, Suspension and Termination, Liabilities, Applicable Law, Waiver, Third Party Rights and Invalidity and those provisions that by their nature are intended to survive will survive any termination of the Agreement.

#### **40 Applicable law and disputes**

40.1 The Agreement will be governed by the laws of Singapore and any

dispute, controversy or claim arising out of or in connection with the Agreement will be submitted to the non-exclusive jurisdiction of the Singapore Courts.

#### **41 Shell's Principles and Policies**

41.1 The Shell General Business Principles ("SGBP") as displayed on Shell's website [www.shell.com/sGBP](http://www.shell.com/sGBP) (see "our commitments and standards") and Shell's Code of Conduct ("Code of Conduct") as displayed on <http://www.shell.com/codeofconduct> will be applicable to all dealings between us. You agree to use your best endeavours to ensure that your performance of the Agreement will not cause Shell or its Affiliates to be in breach of the SGBP or Code of Conduct.

41.2 Our relationship under the Agreement should be based on mutual respect, honesty, and integrity.

#### **42 Digital Signature**

42.1 If requested by us, you shall use our designated on-line tool to sign with a digital signature, except where prohibited by applicable laws.

42.2 We agree not to dispute the genuineness of the digital signature, or the admissibility of the Agreement based on the absence of a physical signature.

#### **43 No Association**

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

## Part B - 2 Terms and Conditions specific to each Solution

### Shell Card Specific Terms and Conditions (including Shell Card for EV charging and also any goods or services that can be purchased through the Shell Card)

Words and phrases with special meanings

The following definitions apply within the Shell Card Commercial Terms and the Shell Card Specific Terms and Conditions.

**Card:** means Shell Card (as defined).

**Digital Card:** a Shell Card using virtual based ID, including without limitation Mobile Payment.

**Fuel Supplies:** any Fuels which a User may obtain from a Fleet Solutions Partner using a Shell Card.

**Mobile Payment:** a Shell Card registered for payment with a mobile application and/or device.

**Non-Fuel Supplies:** any goods or services excluding Fuels which a User may obtain from a Fleet Solutions Partner using a Shell Card.

**Physical Card:** a Card using as a support a plastic card.

**Public Charging:** charging of compatible electric vehicles on the Public Charging Network.

**Public Charging Network:** public charge points for charging of compatible electric

vehicles, access to which is provided by Shell, its Affiliates or Fleet Solutions Partners accessed at <https://www.shell.com.sg/motorists/shell-recharge-for-ev.html> or by downloading the Shell Recharge App

**Sales Voucher:** a manually or electronically produced document recording the delivery of Supplies to a User in a Card transaction.

**Shell Card:** any card whether a Physical Card (which may contain an RFID Chip (contactless technology)) or a Digital Card, issued to the Customer by Shell specifically enabling Users to purchase Supplies and in the following categories:

- Driver Cards, for use with any vehicle by the User named on the Card;
- Vehicle Cards, for use by any User with the vehicle identified on the Card;
- Driver/Vehicle Cards, for use by the User named on the Card with the vehicle identified on the Card; and

- Wild Cards, for use with any vehicle by any User.

**Supplies:** any goods or services which a User may obtain from a Fleet Solutions Partner using a Shell Card including Fuel Supplies and Non-Fuel Supplies.

**Unauthorised Card Transaction:** a Card transaction which the User has not consented to (e.g., where the Card has been lost or stolen and a third party has used it to purchase goods or services).

#### **1. Prices and Account Set-Up**

##### **Price for Fuel**

The amount to be charged for Fuel is calculated by reference to the price mechanism set out in the Shell Card Commercial Terms or the LOO (as the case may be), or as otherwise agreed in writing between the Parties.

##### **Price for Non-Fuel Supplies**

1.2 The amount to be charged for all Non-Fuel Supplies will be:

- as specified in the Shell Card Commercial Terms, the LOO or other written correspondence between Shell and the Customer and/or the relevant User; or
- if not specified in the Shell Card Commercial Terms or the LOO or other written correspondence, (i) the relevant Card transaction value shown on the Sales Voucher; (ii) the price as advertised at the point of sale; or
- where no Sales Voucher is issued at the time the service is provided, the amount shown on the relevant invoice.

### **Prices / Fees amendment**

1.3 We reserve the right to amend our Fuel, electricity or other prices from time to time in our sole discretion in order to reflect any market developments or legislative changes and/or to adjust such prices to reflect any changes in taxes, levies, duties, fees, and charges.

### **You may have to pay a fee for any unpaid direct debit**

1.4 We may charge you a fee for each unpaid direct debit or for any other agreed payment method which does not clear.

### **You must confirm any changed delivery addresses**

1.5 You must confirm all delivery addresses for Shell Cards (and for sending PINs) which differ from the addresses recorded in the Agreement via the Online Services. We may require you to provide proof of trading from that address. Replacement Shell Cards will be sent to your registered or principal address or to Users' addresses, as recorded in the Agreement (or updated by you by giving us notice in writing).

## **2. Use of Shell Card**

### **Validity of Shell Card**

2.1 Unless otherwise specifically provided, the following terms apply to both Physical Cards and Digital Cards.

2.2 Cards remain our property at all times, and you will promptly return any Card(s) to us at our request.

2.3 A Physical Card will not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by us from time to time. Shell may refuse to accept a Physical Card if the signature strip on the reverse of the Card has not been completed in accordance with the instructions issued by us from time to time.

### **Conditions for using the Shell Card**

2.4 The User can only use the Shell Card according to the following conditions:

- if it is a current Shell Card which has not expired, been cancelled, been stopped, or reported as lost or stolen;
- to obtain Supplies from a Fleet Solutions Partner;
- to obtain Supplies as defined by the purchase category of the Shell Card and within the geographical and network restrictions of the Shell Card;
- to obtain Supplies up to any Usage Limit(s);
- if the User inputs the PIN where required by the Fleet Solutions Partner.

2.5 The User can instruct Shell to make a Card transaction by following the measures below:

- presenting the Card to the Fleet Solutions Partner and signing the Sales Voucher;
- presenting the Card and entering the PIN into the reader; or
- waving the Card over a contactless reader (where the Card allows for this functionality).

### **Sales Vouchers**

2.6 It is the User's obligation to collect and retain any Sales Voucher issued when the Supplies are purchased. However, verification of the Authorised User's signature on the Sales Voucher is outside the scope of the Agreement. Users must not leave the Shell Card at a Fleet Solutions Partner's premises.

### **Driver Cards or Vehicle Cards**

2.7 Shell Cards which are Driver Cards or Vehicles Cards do not provide additional security and you are liable for all amounts due under the relevant Card transactions (irrespective of the driver or vehicle in respect of which the Supplies were made). They are also a management information tool.

### **If the User does not have the Shell Card with them or the Shell Card cannot be processed**

2.8 Shell reserves the right to refuse any single Card transaction from time to time for any of the following reasons:

- (a) Shell is reasonably concerned about the security of the Card or Card account;
- (b) the User has failed to pass our security measures (e.g., entering the correct PIN);
- (c) the Card or the Card account has been blocked;
- (d) the User is not permitted to make the Card transaction (e.g., the product is not allowed as a result of the restrictions applied to the Card or there are specific network restrictions);
- (e) the User has provided an incorrect Fleet ID number or inconsistent transaction data;
- (f) Shell reasonably suspects that there has been, or could be, unauthorised, fraudulent, or criminal activity of any kind;
- (g) the Card transaction exceeds any limit which applies (for security purposes or otherwise);
- (h) Shell reasonably believes that it could cause Shell to breach a legal requirement or any other rules which apply;
- (i) Shell reasonably believes that it could expose Shell to action from any government, regulator, or other authority; or
- (j) the Customer is in breach of the Agreement, or Shell reasonably believes that the Card transaction would put the Customer in breach of the Agreement.

Where Shell refuses any Card Transaction, the Fleet Solutions Partner will notify the User on behalf of Shell, including the reason code for refusing the transaction and the procedures for rectifying any errors. The Customer hereby acknowledges and accepts that Shell shall not be liable in any way for such refusal(s).

### **Unauthorised Card Transactions**

2.9 In case of an Unauthorised Card Transaction, Shell will not be liable to refund any such transactions. For the avoidance of doubt, the User shall be responsible to keep their Card safe and prevent any Unauthorised Card Transactions.

### **You will be liable for the use of any Shell Card**

2.10 We reserve the right to refuse any single Shell Card transaction at any time for any reason and you accept that we are not liable for a refusal. Notwithstanding any Usage Limit(s) or other controls, you will be liable for the use of any Shell Card by any User save as expressly provided for in the Agreement, and (in particular) you will be liable for Shell Card transaction in the event of any failure by a User to comply with the terms of the Agreement.

2.11 The Customer cannot cancel a Card transaction once the User has inputted the PIN to obtain Supplies.

### **We may change Usage Limits**

2.12 We may change the Usage Limits from time to time.

### **You can, set restrictions as to the use of the Shell Card via the Online Platform**

2.13 You can, set restrictions as to the use of the Shell Card via the Online Platform (in addition to those controls that are set by us). Additional Shell Card charges may be charged in the event you choose to use this tool. We cannot be held liable for any operational consequences following from your choices. You will inform Users of the additional controls set and will ensure that the alerts set on the Online Platform (e.g., when one or more Cards has been detected as being put to unusual use) are adjusted to reflect the additional controls that have been chosen. Any controls will be effective within 24 hours of modification via the Online Platform. We will not be liable for setting or maintaining the product codes by, or the chain of authorisation in, any third-party networks.

### **Reissue and resale**

2.14 You will not reissue or resell the Shell Cards

### **3. Blocking / Cancellation of Shell Card and Liability**

#### **You must notify us if a Shell Card is lost, stolen, or misused**

3.1 If a Card is lost, stolen, misused, remains in possession of a person who has ceased to be an Authorised User, or the Customer wishes to block or cancel a Card for any other reason, the Customer shall without undue delay notify Shell. Such notification may be made either via the Online Services, or by phoning the Shell Customer Service Centre.

#### **If a Shell Card is lost, stolen or misused, You must provide us with details of how it was lost**

3.2. Where a Shell Card is lost, stolen or misused, you will give us information about the circumstances of the loss, theft, or misuse and assist us (within reason) with recovering the relevant Shell Card. You must also notify the police of any loss, theft or misuse and obtain a police report which you must provide us with a copy of. Where a Shell Card remains in the possession of an Authorised User, you will ensure that any cancelled Shell Card is destroyed, including by cutting the magnetic strip. This also applies to any Shell Cards that have been reported as lost or stolen but are subsequently recovered.

#### **We will cancel a Shell Card once a cancellation request has been made**

3.3 We will block or cancel a Shell Card once a blocking or cancellation request has been made via the Online Services or the Shell Customer Service Centre. You will have no further liability for Shell Card transactions made with the relevant Shell Card after submission of such a request.

3.4 Our request for return, or cancellation, or suspension of a Shell Card is made by us without prejudice to your liability for use of any Shell Cards prior to the actual cancellation or destruction of that specific Shell Card.

### **4. Termination / Destruction of the Cards**

#### **If the Agreement is terminated, you will destroy any Shell Cards**

4.1 If the Agreement and/or Solution is terminated or a Card is cancelled for any reason, you will destroy the relevant Shell Cards, which will include cutting the magnetic stripe, the signature strip, and the chip on the Shell Cards and, where required by us (but only where you have terminated the Agreement), you must provide a certificate of destruction which lists all card numbers and the corresponding Users' names and certifies that all of the Shell Cards issued to you have been destroyed. You will remain fully liable without limitation for any use and/or misuse of the Shell Cards until such time as they are destroyed.

# Shell API Specific Terms and Conditions

## Words and phrases with special meanings

Unless otherwise specified under these Shell API Specific Terms and Conditions capitalized terms shall have the meaning set out in the General Terms and Conditions or in the Shell Card Specific Terms and Conditions.

The following additional definitions apply within the API Commercial Terms and the API Specific Terms and Conditions.

**Shell API:** the API (Application Programming Interfaces) provided by Shell and enabling the provision of Shell API Services.

**Shell API Services:** the additional selected services provided to the Customer and enabled through the Shell API (Application Programming Interfaces).

### **1. Use of the Shell API Services**

#### **We grant a licence to you to use the Shell API Services**

1.1 We grant you a limited, revocable, non-exclusive, non-transferrable and non-sub-licensable licence to use the Shell API Services, solely for the purpose of interfacing and interoperating with the Shell API Services through the Shell API, for internal use only, for the duration of the Agreement only and subject to the terms of the Agreement. You may only use the Shell API Services and the results general from for internal purposes only.

#### **You may not use the Shell API Services in certain ways**

1.2 You must not and must not permit or assist any third party to:

- rent, lease, sell, export, sub-license, distribute, lend, give away for free, publish or copy the Shell API Services and/or the Shell API keys or grant any third-party access to the Shell API Services;
- share the Shell API access, the Shell API key, any information in relation to the Shell API or any rights under the Agreement to any third party (including without limitation with a telematics provider, fleet management provider or any other software provider);
- remove any proprietary notices or labels on the Shell API Services;
- remove, circumvent, or bypass any technological protection measures in relation to the Shell API Services;
- to change, modify, and/or develop derivative works/service, distribute, or otherwise use the Shell API Services except as expressly set out in the Agreement;
- disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer the Shell API Services or parts thereof, except and only to the extent that the applicable copyright law expressly permits doing so;
- obtain the source code;
- create a competitive software, product, service or solution;
- use the Shell API Services for illegal content or any other illegal purposes;
- cache Station Locator Shell API results or Google content or extract content for use outside of the provided Shell API Services.

You may use the Shell API solely as described in the Solution Documentation and only for the purposes described therein.

For the avoidance of doubt, Shell is not responsible for the establishment and maintenance of a data connection between the Customer's systems and the access point to the API. Any development costs that the Customer incurs will be at the responsibility of the Customer.

### **2. Provision of the Shell API Services**

#### **We will provide Shell API Services in the latest version**

2.1 The Shell API Services (including all the respective functions) accessible through the Shell API will be provided in the latest version.

2.2 We reserve the right to make changes to the any of the Shell API Services. We will notify you with a minimum three months' notice in case of breaking changes.

# Shell Fleet Insights Specific Terms and Conditions

## Words and phrases with special meanings

Unless otherwise specified under these Shell Fleet Insights Specific Terms and Conditions capitalized terms shall have the meaning set out in the General Terms and Conditions.

The additional following definitions apply within the Shell Fleet Insights Commercial Terms and the Shell Fleet Insights Specific Terms and Conditions.

**“Data Integration”** means the integration of the Telematics Data into the Shell’s systems for the purpose of providing Shell Fleet Insights service.

**“Fuel and EV Transactions Data”** means Shell Card fuel and EV transactions data including the type of purchased product, quantity/liters, station name, station geo location, time of transaction, vehicle registration number, customer account number.

**“Telematics Data”** means any information related to vehicle, trip, fuel consumption, driving behaviour, odometer readings, driver hours of service, tire pressure, temperature sensors, door opening, freight weight as collected by assets equipped with IOT Software.

**“Services”** means Shell Fleet Insights.

**“Shell Fleet Insights”** means a unique integrated package/module combining Shell fuel and EV transactions data with Telematics Data. It helps customers to make better informed decisions, optimising efficiency, safety and sustainability of their fleet.

**“Telematics Partner”** means the company under the name Geotab or any other as agreed by the Parties which acts based on Customer’s instructions as Customer’s Processor of Personal Data.

**“Telematics Partner Portal/System”** means the Telematics Partner’s portal or website where Customer can log in and see telematics dashboard and telematics reports offering analysis of the Customer’s fleet telematics data and providing recommendations on how to improve efficiency, safety and sustainability of Customer’s fleet.

## **1. Provision of the Shell Fleet Insights Solution**

### **Supplementary Terms**

1.1 This section governs the provision of Shell Fleet Insights Solution (the **“Solution”**) by Shell to the Customer.

### **Activation of the Solution - additional services**

1.2 Shell will provide an Onboarding Instructions document once the Customer has registered for the Solution. For the avoidance of doubt, this Solution can only be activated once Shell, Telematics Partner and Customer have completed their necessary actions as stated in the Onboarding Instruction document. The Solution will be provided via the Telematics Partner Portal System.

### **Telematics Data**

1.3 The Customer will transfer Telematics Data to Shell in order to enable Data Integration and provision of Shell Fleet Insights Services. Telematics Data Transfer will be made available on behalf of Customer by Telematics Partner through the information technology environment [the details of which Shell and Telematics Partner will set out in separate agreement]. Customer explicitly authorizes Shell to access, ingest and use its Telematics Data. The Customer represents that it instructed Telematics Partner to share its Telematics Data with Shell.

### **Data Privacy**

1.4 The Customer acknowledges and confirms that Shell is the Data Controller of Telematics Data transferred to Shell on the basis of the Contract.

1.5 Personal Data processed by Shell is governed by the privacy notice available at <https://www.shell.com/privacy/b2b-notice.html> and on the local Shell website as well as Shell Fleet Solutions Supplementary Privacy Statement available at <https://www.shell.com.sg/business-customers/fleet-solutions/your-shell-card-privacy-statement.html> (“Shell Fleet Solutions Supplementary Privacy Statement”).

1.6 The Customer represents and warrants that it appointed Telematics Partner as its Data Processor for the purpose of processing Telematics Data and that the Customer has entered with Telematics Partner into a data processing agreement which imposes all relevant obligations as required by the applicable data protection laws. The Customer represents and warrants that it is the Data Controller of the Telematics Data processed by Telematics Partner.

### **Indemnity**

1.7 The Customer (“Indemnifying Party”) agrees to indemnify, defend and hold harmless Shell, its Affiliates, and their respective current and former officers, directors, employees, agents, and customers (“Indemnified Party”) harmless from and against any and all third-party liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including reasonable attorney’s fees, costs and expenses incidental thereto, arising out of or related to : (i) claims made by cardholders, customers, employees or subcontractors of Indemnifying Party alleging failure by Telematics Partner or Customer to comply with applicable Data Protection Laws including transparency of the Personal Data processing with respect to Telematics Partner Portal/System (ii) any third party claims, including public authority claims and regulatory fines–arising out of, or resulting from the actions or omissions of Telematics Partner or Customer with respect to engagement of Telematics Partner for the purpose of sharing Telematics Data.

### **Liability for the provision and use of Telematics Data**

1.8 The Customer hereby agrees to indemnify Shell against any and all liabilities resulting from the Telematics Data’s quality and the Telematics Partner Portal’s performance which may impact Shell Fleet Insights.

1.9 Shell will not be liable for any inaccuracy of the Telematics Data.

1.10 The Customer is liable for the timely provision of sufficient and accurate Telematics Data to Shell via the Telematics Partner Portal. Shell will not be liable for any losses or claims caused by the Telematics Partner’s delay or failure to provide Shell with sufficient and accurate Telematics Data.

1.11 Shell will not be liable for any loss arising from the use of any Telematics Data by any person, authorised or unauthorised.

## **2. Warranties**

### **Warranties provided**

2.1 The warranties provided under the General Terms and Conditions are supplemented by the warranties set out below. In case of inconsistency the warranties set out below shall prevail.

Shell will provide Services to the Customer with reasonable care and skill. All other warranties (express or implied) are expressly excluded to the fullest extent permitted by applicable law.

Notwithstanding the foregoing:

- (a) Shell does not warrant that the provision of the Services will be uninterrupted, error-free, complete, accurate or that the Services will meet Customer’s requirements; and
- (b) Shell is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of Telematics Data over communications networks and facilities, including the internet, and the Customer acknowledges that the Services may be subject to limitations, delays, and other problems inherent in the use of such communications networks and facilities.

Shell provides no warranties, and accepts no liability, in respect of the Telematics Partner Portal, including its commissioning or its maintenance, and to the fullest extent permitted by the applicable law, the Customer agrees to indemnify Shell and its affiliates against any claims arising out of or in connection with the Telematics Partner Portal, including, without limitation, with respect to defects or non-conformance of the Telematics Partner Portal or loss or damage to the Customer infrastructure.



# CO<sub>2</sub> Compensation Specific Terms and Conditions

## Words and phrases with special meanings

Unless otherwise specified under these CO<sub>2</sub> Compensation Specific Terms and Conditions, capitalized terms shall have the meaning set out in the General Terms and Conditions or in the Shell Card Specific Terms and Conditions.

**CO<sub>2</sub> Credit** has the meaning set out in the CO<sub>2</sub> Compensation Commercial Terms

### Application of these Terms and Conditions

1.1 These Terms and Conditions apply to the provision of CO<sub>2</sub> Compensation services via the Shell Card.

### CO<sub>2</sub> Compensation

1.2 Both Parties acknowledge that before compensating CO<sub>2</sub> emissions, the focus should first be on avoiding and secondly on reducing CO<sub>2</sub> emissions. This can be accomplished by using as little Fuel as possible, for instance, through driving (partly) electric vehicles, improvement of energy efficiency of vehicles and improvement of driver behaviour. At this moment it might not be possible to completely avoid or reduce CO<sub>2</sub> emissions, so we offer the Customer the possibility of compensating the remaining CO<sub>2</sub> emissions by purchasing CO<sub>2</sub> credits in CO<sub>2</sub> reduction projects.

### Calculation of CO<sub>2</sub> emissions

1.3 The calculated CO<sub>2</sub> emissions are the result of multiplying the litres of Fuels purchased by the Customer via the Shell Card with the CO<sub>2</sub> emission factors related to the complete combustion of the Fuel. Shell's calculations of the CO<sub>2</sub> emissions are based on local CO<sub>2</sub> emission factors based on industry and policy maker accepted databases and models. A list of the factors can be found at DEFRA, Greenhouse gas reporting: conversion factors 2017. The CO<sub>2</sub> emission factors assume an average bio content.

1.4 The calculations of CO<sub>2</sub> emissions might be subject to change because of changes in Fuel specifications, changes in emission factor lists or otherwise.

### CO<sub>2</sub> compensation project

1.5 The Project is certified by the Verified Carbon Standard ("VCS") (further information on VCS may be found at <http://verra.org/>), currently the largest source of voluntary nature-based projects. The Project is also certified by the Climate Community & Biodiversity Standard ("CCB") (further information on CCB may be found at <http://www.climate-standards.org/>) which verifies that projects jointly address climate change, support local communities and conserve biodiversity. Shell may at its sole discretion select projects certified by another but equivalent standard.

1.6 If at any time the Project would no longer be compliant with the aforementioned standards and/or the Project would no longer be suitable for any other reason, Shell may at its sole discretion select another CO<sub>2</sub> compensation project.