

SHELL FUEL CARD Terms & Conditions

The following Terms and Conditions govern the use of fuelcards issued by Shell (including the online services provided in relation to those fuelcards). Unless otherwise agreed in writing between Shell and the Principal Cardholder, these Terms and Conditions, as amended, varied or supplemented from time to time, supersede any earlier terms and conditions issued by Shell (including any relating to online services) and shall override any terms and conditions stipulated, incorporated or referred to by the Principal Cardholder (whether in its Application or elsewhere).

1. Definitions

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

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

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

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

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

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

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

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

- (i) Driver Cards, being Cards that are designated for use with any vehicle by the Authorised Cardholder named on the Card (references to Named Cardholders are to any Authorised Cardholder that is named on a Driver Card or a Driver/Vehicle Card);
- (ii) Vehicle Cards, which are Cards designated for use by any Authorised Cardholder with the vehicle identified on the Card;
- (iii) Driver/Vehicle Cards, being Cards designated for use by the Authorised Cardholder named on the Card with the vehicle identified on the Card; and
- (iv) Wild Cards, which are Cards designated for use with any vehicle by any Authorised Cardholder.

“Card and Service Charges” means the fees or other charges as set out in these Terms and Conditions or other written correspondence or as otherwise agreed in the Application and any other reasonable charges notified to the Principal Cardholder by Shell from time to time.

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

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

“Content” means the content of Shell Website, including, but not limited to, all coding, text, images, links and web pages.

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

“CRT Card” means a Card issued for a heavy vehicle which bears an issuer code 7077.

“Fleet Card” means a Card issued for a light vehicle or passenger car which bears an issuer code 7002.

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

“Law” means any law, statute or regulation, guideline or code of conduct (whether or not having the force of law) in any jurisdiction to which a party to this Agreement is from time to time subject.

“Online Services” means the facilities available through the Shell Website, including but not limited to, card ordering, reporting of lost cards, display of transaction reports, invoice summaries, email alerts and other online management of Cards.

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

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

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

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

“Sales Voucher” means a voucher (manually or electronically produced) recording the delivery of Supplies to a Cardholder in a Card transaction. It should be noted that verification of the Authorised Cardholder’s signature on the Sales Voucher is outside the scope of this Agreement.

“Shell” means Shell U.K. Oil Product Limited as agent for Shell U.K. Limited.

“Shell Agency Card” means all Cards issued to a Cardholder which bear an issuer code 7077059 and which shall continue to be valid only up to 30 September 2011.

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

“Shell Website” means **www.euroshell.com** or such other URL as is notified to the Principal Cardholder from time to time.

“Supplies” means any goods or services which a Cardholder may obtain from Card Scheme Participants pursuant to this Agreement and which fall into one of the following categories:

category 0 – diesel fuel only and tunnel, motorway and ferry tolls; or

category 1 – all types of fuel, tunnel, motorway and ferry tolls and road taxes and charges; or

category 2 – all types of fuel, lubricants, motor accessories, repairs, servicing (excluding MOT certificates), car washing, tunnel, motorway and ferry tolls and road taxes and charges; or

category 3 – all types of fuel, lubricants, motor accessories, repairs, servicing (excluding MOT certificates), car washing, tunnel, motorway and ferry tolls, road taxes and charges and all shop items supplied at service stations.

The category which applies to any given Card will appear on the face of the Card.

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

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

“Velocity Check” means any controls or limits set or agreed by Shell on the use of any individual Card and enforced by the technology of Shell systems or described in any individually applicable contracts or product definitions.

2. Acceptance of Terms and Conditions

Signature of and/or use of a Card by the Principal Cardholder or an Authorised Cardholder constitutes acceptance of these Terms and Conditions.

3. Card Issue to the Cardholder

3.1 The Principal Cardholder will submit a completed Application to Shell. Where Shell wishes to accept such Application, on the basis of the information provided in such Application, Shell will arrange for the production of the Card(s) encoded and embossed with the Cardholder’s data, the production of any PIN Mailer(s) and the subsequent mailing of Card(s) and any PIN Mailer(s) to the Cardholder, where appropriate.

3.2 The Applicant may be required to use account opening information sent to a verified address to activate a Card. Shell may require any Applicant and/or Cardholder to provide physical forms of identification, or the name, address and other personal details of relevant directors, shareholders, partners or other parties interested in the business for their identities to be verified for security purposes, and may contact the Applicant and/or Cardholder (by mail or by telephone or otherwise) in order to carry out additional checks.

3.3 All requests for additional Cards must be made by a User via the Shell Website facility. If an additional Card is requested, Shell is, at its sole discretion, entitled to demand reasonable additional financial security in the amount determined by Shell. If the Principal Cardholder fails to provide such security Shell has the right to decline the additional Card request.

3.4 All delivery addresses for Cards (and PIN Mailers) which differ from the addresses recorded on the Application must be confirmed by the Principal Cardholder via the Shell Website facility. Shell may require the Principal Cardholder to provide proof of trading from such address.

- 3.5 The PIN shall only be used by the Cardholder to whom it is supplied and shall not be disclosed to any other person. The PIN must be memorised by the Cardholder and the document on which it was supplied destroyed. The PIN must not be kept in any other written format.
- 3.6 The Principal Cardholder shall use reasonable endeavours to ensure that Cards are only in the possession of and only used by Authorised Cardholders.
- 3.7 Cards remain the property of Shell at all times and the Principal Cardholder shall promptly return any Card(s) to Shell at Shell's request.

4. Card Use

- 4.1 A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by Shell from time to time.
- 4.2 A Card may only be used by the Cardholder:
- (i) if it is a current Card which has not expired, been cancelled or been stopped either by Shell or at the request of the Cardholder; and
 - (ii) to obtain Supplies from a Card Scheme Participant which accepts the Card; and
 - (iii) to obtain Supplies as defined by the purchase category or any other purchasing restriction advised by Shell to the Cardholder from time to time and within the geographical and network restrictions of the Card; and
 - (iv) to obtain Supplies up to the maximum value per transaction and/or in accordance with other Velocity Checks as specified by Shell from time to time; and
 - (v) if the Card has not been reported lost or stolen; and
 - (vi) if the Cardholder presents or shows the Card to the Card Scheme Participant prior to the purchase of Supplies; and
 - (vii) if the Cardholder inputs the PIN where required by the Card Scheme Participant.
- 4.3 The Principal Cardholder acknowledges that:
- (a) Supplies may be purchased directly from Shell whether or not Shell actually delivers the Supplies (the relevant Card Scheme Participant may physically deliver Supplies);
 - (b) alternatively, Supplies may be purchased from (and therefore invoices rendered by) a Card Scheme Participant rather than Shell.
- In all cases however, the Principal Cardholder is obliged to make payment for the Supplies to Shell.
- 4.4 It is the obligation of the Cardholder to collect and retain any Sales Voucher issued at the time Supplies are purchased.
- 4.5 Whenever making purchases the Cardholder shall comply with these Terms and Conditions (in particular Clause 4.2) and all procedural requirements of the Card Scheme Participant in respect of the relevant Card transaction.
- 4.6 If any procedural requirements of the Card Scheme Participant are not complied with or the Card is used other than in accordance with these Terms and Conditions, the Principal Cardholder shall nevertheless remain liable to pay Shell for all amounts due under the relevant Card transaction. Such transactions shall be considered as valid transactions once accepted by a Card Scheme Participant.

Shell strongly advises Cardholders not to leave a Card at a Card Scheme Participant's premises. For the avoidance of doubt, where a Cardholder chooses to do so against

Shell's advice, such Cardholder shall be liable for all transactions carried out on the Card until such Card is reported lost or stolen in accordance with Clause 12 of these terms and conditions.

- 4.7 Notwithstanding any financial limit set in accordance with Clause 6.4, the Principal Cardholder shall be liable for the use of any Card by any Cardholder prior to (i) the return of the Card in accordance with Clause 11 or (ii) reporting the Card stolen or lost in accordance with Clause 12.
- 4.8 The Authorised Cardholder shall be deemed to have been given authority to use the Card as a duly authorised representative of the Principal Cardholder and the Principal Cardholder shall ensure that each Authorised Cardholder complies with the Agreement.
- 4.9 Cards designated for use by a particular driver and/or in relation to a specific vehicle are issued to the Principal Cardholder as a management information tool only. Such Cards do not provide additional security and, except as provided in Clause 12, the Principal Cardholder shall be liable for all amounts due under the relevant Card transactions irrespective of the driver or vehicle in respect of which the Supplies were made.
- 4.10 The Principal Cardholder shall ensure that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder.
- 4.11 Where a Cardholder or a person purporting to be a Cardholder of a Card which has not been reported lost or stolen who provides a credible form of identification purchases Supplies and either does not have the Card with them or the Card cannot be processed for any reason, such person may fill in a letter of intent to pay form, promising to return to the Card Scheme Participant to pay for the Supplies within 7 days. Where such a person has failed to do so, Shell shall be entitled to treat the transaction as if the Card had been presented and successfully processed such that the Principal Cardholder shall be liable for the Supplies and the amount outstanding in respect of such Supplies shall be added to the Principal Cardholder's next invoice.
- 4.12 Shell reserves the right to refuse any single Card transaction from time to time for any reason connected with Card security and the Principal Cardholder hereby acknowledges and accepts that Shell shall not be liable in any way for such refusal.

Use of the Online Services

- 5.1 The Online Services enable Users to manage orders relating to their Cards, retrieve information regarding Card transactions, and to analyse such information using reporting facilities available within the Online Services. The Principal Cardholder acknowledges and agrees that in the event that Cardholders do not use the Online Services, the services relating to the Cards that are provided under this Agreement will differ from those provided via the Online Services.
- 5.2 Prior to the commencement of the Online Services, the Principal Cardholder shall advise Shell of the name and email address of a nominated User who shall be set up as an administrator of the Principal Cardholder's account(s) and will be able to add Users to such account(s). All Users will be allocated a Password and/or a User ID to enable them to use the Online Services. Any such Password and/or User ID may be sent by Shell via email to the email address(es) supplied.
- 5.3 The Principal Cardholder is responsible for the use of the Online Services by any person, authorised or unauthorised, who accesses the Online Services using any Passwords and/or User IDs issued to the Principal Cardholder. In particular, the Principal Cardholder shall be liable for any losses incurred by Shell or by any other person affected by the unauthorised use of the Password or User ID resulting from a failure of the User to keep the Password/User ID secret. This liability is in addition to the Cardholder's liability under Clause 12.

- 5.4 The Principal Cardholder guarantees that the Users are authorised to represent it and undertakes to ensure that Users shall: (a) not divulge the Password to others; (b) not store the Password in an (electronic) data file; (c) refrain from any action that may result in a third party gaining unauthorised access to the Online Services; (d) take all measures that may reasonably be demanded to prevent any unauthorised third party from gaining access to the Online Services; (e) comply with any further instructions that Shell may issue regarding the use of the Online Services or the security measures that must be observed; and (f) notify Shell in writing or by electronic means as soon as they become aware of the possibility that any person may have unauthorised knowledge of a Password or can or may gain access in some other way to the Online Services or the data on or deriving from the Online Services.
- 5.5 Shell reserves the right to require a User to change Passwords without notice and, if it has reason to believe that a User is in breach of Clause 5.4, to invalidate any Password, suspend any Card(s) and/or terminate this Agreement. Shell may (but shall not be obliged to) agree to a request by a User to alter a Password. The User may be required to pay a charge for such alteration.
- 5.6 Users are entitled to (a) consult the data obtained via the Online Services and (b) view such information as is permitted by the reporting facilities of the Online Services. Shell's prior written approval will be required for any other use (including reproduction or publication) of the data obtained via the Online Services. Users are not permitted to make the Online Services, or any data derived from the use of such, available to any third party in any way or for any purpose without Shell's prior written approval.
- 5.7 Shell provides no guarantee in relation to the Online Services or the data available within it. The Principal Cardholder accepts the Online Services and the data available via these services "as is" and any use of the Online Services shall be undertaken at the User's account and risk. Shell undertakes that reasonable skill and care is used to ensure that the Shell Website and the Online Services are available for Users. However the Principal Cardholder acknowledges that it is technically impossible for Shell to ensure that the Shell Website and the Online Services are always available and Shell does not undertake to provide such uninterrupted availability.
- 5.8 In the event the Principal Cardholder chooses to receive the Alerts: (a) the Principal Cardholder is responsible for the ability to receive and read them and Shell will not be responsible for any malfunction in the data transfer; (b) although Shell will take reasonable care regarding the content of the Alerts, no guarantees can be given that they are fault-free or complete; (c) the Principal Cardholder is responsible for the use of the Alerts and the production of such does not relieve the Principal Cardholder of liability for the use of any Card(s) that is(are) the subject of an Alert; (d) the Principal Cardholder shall notify Shell in writing and without delay in the event of any complaints regarding the Alerts (whether in relation to their accuracy or otherwise).
- 5.9 The Principal Cardholder shall (and shall ensure all Users shall):
- (a) comply with Shell's reasonable directions on how to use the Online Services;
 - (b) provide all necessary equipment to connect to the worldwide web and pay all such fees associated with such connection;
 - (c) report any malfunction of the Online Services to Shell without delay; and
 - (d) be solely responsible for use, storage, protection and distribution (whether authorised or otherwise) of any material downloaded from the Online Service.
- 5.10 Shell reserves the right, for any reason and at any time, to:
- (a) alter the format of the Online Services;
 - (b) amend the contents, design, specification and technical construction of the Online Services;

- (c) alter the types of data required or available via the Online Services;
- (d) deny any User access to or use of the Online Services;
- (e) undertake such maintenance, repair or improvement to the Online Services as may be required for their proper functioning, in which case it may:
 - (i) suspend the Online Services (without notice in the case of an emergency); and/or
 - (ii) give such instructions to Users as it deems reasonably necessary;
- (f) suspend the Online Services in any circumstance in which it is entitled to terminate the Agreement or in order to perform any of the actions set out above; and/or
- (g) withdraw the Online Services (in which case the Card and Service Charges, if any, shall be amended as appropriate).

5.11 If the Online Services or the Shell Website are suspended due to the fault of a User, the Principal Cardholder shall reimburse Shell's costs and expenses reasonably incurred in the implementation and arising out of such suspension. Where Shell agrees (at its discretion) to recommence provision of the Online Services to the Principal Cardholder, Shell may require it to pay a reasonable deposit.

6. Security and Financial Limits

- 6.1 Shell reserves the right to call for security (whether in the form of a banker's guarantee, personal guarantee, a cheque issued by an EU credit institution by way of deposit or otherwise) in respect of Card transactions and any other sums due under this Agreement.
- 6.2 The provision of security shall not affect the Principal Cardholder's liability under this Agreement.
- 6.3 If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Shell's right to recover all amounts due from the Principal Cardholder, Shell may terminate this Agreement immediately on notification to the Principal Cardholder.
- 6.4 Shell may from time to time impose and notify to the Principal Cardholder a financial limit applicable to any single transaction using a Card or to the overall amount incurred by the Principal Cardholder within any one billing period.
- 6.5 If any applicable financial limit imposed under Clause 6.4 is exceeded then:
 - (i) the Principal Cardholder shall remain liable for all transactions taking place before the return of the Card in accordance with Clause 11 or before reporting the Card lost or stolen in accordance with Clause 12.1, irrespective of any financial limit advised by Shell; and
 - (ii) without prejudice to Shell's right to recover all amounts due from the Principal Cardholder, Shell may suspend the Principal Cardholder's account immediately on notification to the Principal Cardholder.

7. Invoices and Statements

- 7.1 Invoices and/or statements will be sent or made available to the Principal Cardholder at the billing period intervals determined by Shell from time to time. The invoice/statement will detail the Card transactions for the relevant billing period together with any Card and Service Charges.
- 7.2 Other than in relation to Shell Agency Cards (where Clause 32 shall apply), the amount to be charged for fuel is calculated by reference to the price mechanism set out in the Application for all Cards, or as notified to the Principal Cardholder by Shell from time to time.

- 7.3 The amount to be charged for all Supplies excluding fuel shall be the relevant Card transaction value shown on the Sales Voucher or, where no Sales Voucher is issued at the time the service is provided, the amount to be charged shall be the amount shown on the relevant invoice.
- 7.4 The amount to be charged for Supplies outside of the United Kingdom shall if necessary be converted to pounds sterling at an independently verifiable prevailing rate of exchange determined by or on behalf of Shell (acting reasonably).
- 7.5 Invoices/statements will be made available via the Shell Website. The Principal Cardholder may apply for an alternative method of invoicing and in the event that Shell chooses to accede to such an application, it will levy a surcharge to cover additional administration costs. This charge and any changes to it will be advised to the Principal Cardholder separately in writing.
- 7.6 Any queries concerning any invoice or statement, including but not limited to requests for copies of Sales Vouchers, must be in writing (whether submitted via the Online Services or otherwise) and be sent by the Principal Cardholder to Shell within 28 days of the date of the relevant invoice/statement. After the 28 day period, the Cardholder will be deemed to have accepted that the details within the invoice are correct and payable.

8. Payment

- 8.1 All money owed by the Principal Cardholder under this Agreement shall be paid to Shell in the manner set out herein.
- 8.2 Payment by the Principal Cardholder shall be made in pounds sterling and, unless agreed otherwise by Shell in the Application, shall be made by means of direct debit to the bank account nominated by Shell such that funds are received into such account by the due date stated on the relevant invoice. Settlement shall be in respect of the whole amount of all invoices due and owing at such date.
- 8.3 Without prejudice to Shell's right to terminate this Agreement, Shell reserves the right to charge interest on late payment and compensation for debt recovery costs to the maximum extent permitted under applicable law if payment is not made in accordance with Clause 8.2.
- 8.4 The Principal Cardholder shall be liable for a Card Charge of £25 for each unpaid direct debit or for any other method of payment which Shell agrees to in the Application and which fails to clear.

9. No Set Off

- 9.1 All payments made by the Principal Cardholder or any credits or refunds due to the Principal Cardholder shall be applied first in settlement of any interest due and secondly by Shell in its absolute discretion in reduction of any amount due on any account whatsoever.
- 9.2 To the extent permitted by applicable law, no set off or counter claim shall be made against Shell in respect of a claim by any Cardholder against a Card Scheme Participant and/or Shell.

10. Card and Service Charges

- 10.1 The scope and rate of any Card and Service Charges for which the Principal Cardholder shall be liable shall be set out in the Application or other written correspondence between Shell and the Principal Cardholder and may be amended from time to time at Shell's sole discretion. Without prejudice to the generality of the foregoing, Shell reserves the right at any time to impose a surcharge or handling fee on Supplies purchased using a Card at non-Shell branded service stations. Shell shall promptly notify the Principal Cardholder of

any changes to the scope of the Card and Service Charges or to the rates applied. Use of a Card following notification shall constitute acceptance of the new charge/rate.

- 10.2 Where a Principal Cardholder has selected the scheduled price option on an Application, the amount to be charged per litre for fuel will be calculated by reference to the average price per litre of fuel sold in the previous week at Shell branded service stations in the U.K. to Cardholders plus, where appropriate, an estimate of the average price per litre of fuel for the week ahead (the "Scheduled Fuel Price"). The applicable Scheduled Fuel Price will be set by noon each Monday and will apply for the following week. The amount charged will be advised on the invoices sent to the Principal Cardholder.
- 10.3 All Card and Service Charges relating to the preceding invoice/statement period shall be added to the Principal Cardholder's next invoice/statement and shall be payable in accordance with Clause 8.

11. Cancellation of Cards and Principal Cardholder Liability

- 11.1 Shell will cancel a Card if the Principal Cardholder at any time and for any reason requests such cancellation via the Online Services or, if the Cards are not managed via the Online Services, where the request is made in writing by fax, e-mail or post, provided that such cancellation shall not be effective until Shell receives the relevant Card with a hole punched into the Card's magnetic stripe. The Principal Cardholder shall have no further liability for Card transactions made with that Card from the time Shell is in receipt of the relevant Card.
- 11.2 Shell may request the return of all/any Cards or cancel or suspend all/any Cards at any time without notice, or refuse to reissue, replace or renew any Card during any period in which:
- (i) fraudulent use of any Card is suspected;
 - (ii) Shell receives a credit reference in relation to the Principal Cardholder which in Shell's reasonable opinion is unsatisfactory; or
 - (iii) any Cardholder is in breach of this Agreement.

Where Cards are cancelled or suspended without notice, Shell shall notify the Principal Cardholder as soon as reasonably practicable.

- 11.3 Any request for return or a cancellation or suspension of a Card is without prejudice to the Principal Cardholder's liability in respect of use of any Cards prior to the actual return of the relevant Card to Shell as set out in Clauses 11.1 and 12.4.

12. Lost or Stolen Cards and Principal Cardholder Liability

- 12.1 If a Card is lost, stolen or misused or remains in the possession of a person who has ceased to be an Authorised Cardholder, the Principal Cardholder must immediately notify Shell via the Online Services or by e-mail to blockcard-uk@shell.com, in which case the Principal Cardholder will have no further liability for the Card transactions made with the relevant Card after such notification has been made (although it will be liable for any transactions made prior to the notification). The Principal Cardholder may also notify Shell by phone on 0800 7 31 31 31 and confirm such initial notification within 48 hours in writing by e-mail to blockcard-uk@shell.com or by fax to 0203 1391945, but in the event it does so, it will remain liable for Card transactions until the written confirmation has been received by Shell.
- 12.2 The Principal Cardholder must also notify the police of the loss, theft or misuse and obtain a report, a copy of which must be provided to Shell, either via the facility within the Online Services or by fax or post.

12.3 Users will be able to confirm whether a Card has been successfully blocked by logging into the Online Services.

12.4 All Cards reported under Clause 12.1 must be returned to Shell if they are subsequently found by or returned to a Cardholder. They cannot be used any more.

12.5 In any event, the Principal Cardholder shall give Shell all the information in its possession as to the circumstances surrounding the loss, theft or misuse of the reported Card and take all reasonable steps to assist Shell to recover any missing or stolen Card.

13. Information

13.1 Personal or other data supplied by an Applicant or a Cardholder and/or which relates to a Principal's Cardholder's account(s) may be used or processed by members of the Shell Group in order to: process the Application; operate the Principal Cardholder's account(s); facilitate access to and use of the Online Services; establish any Cardholder's identity; assess and/or review each Cardholder's credit status and/or payment record on an ongoing basis; make decisions in relation to the Cardholders, including (without limitation), whether or not to limit the credit available, require (additional) security, suspend the provision of services or terminate the Agreement; trace debtors / recover debt; confirm, update and enhance Shell customer records; monitor volume and spend information; conduct market research and/or statistical analysis (for example in relation to credit, insurance and fraud); identify and (if possible) prevent money laundering and fraud; and for marketing purposes (subject to the provisions of Clause 13.3). In each case the processing will take place at any time during the course of the Application process and/or this Agreement, and may continue after the Agreement has ended.

13.2 In the course of performing this Agreement and/or for the purposes set out in 13.1 above, members of the Shell Group may disclose data (whether personal or otherwise) relating to an Applicant, a Cardholder and/or the Principal Cardholder's account(s) to any of the following: the Card Scheme Participants; the agents, service providers and/or subcontractors of the Shell Group; any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under this Agreement; referees, guarantors or other persons providing references or security in relation to a Cardholder's obligations; credit reference and/or fraud prevention agencies; insurance companies, in connection with insurance products that relate or might relate to the Principal Cardholder's account(s); leasing companies with whom the Principal Cardholder or any Authorised Cardholder has a vehicle leasing agreement, for the purpose of enabling these companies to monitor vehicle mileage and assess creditworthiness; and/or as otherwise required or permitted by law or any regulatory authority. In each case the recipients may be located in countries outside the European Economic Area that do not have laws to protect personal information (Shell will use all reasonable endeavours to ensure that any personal data is appropriately protected).

13.3 Whether an Application is successful or not, members of the Shell Group wish to use the information supplied in an Application and/or during the course of this Agreement to send the Applicant and/or its representatives (including Cardholders and/or Users) information about goods and/or services offered by members of the Shell Group which may be of interest. Such person(s) will be given the opportunity to indicate their consent to such contact by ticking a box on the relevant form. Any person that wishes to withdraw such consent may do so by using the 'unsubscribe' facility on any marketing email.

13.4 The Principal Cardholder acknowledges that when processing its Application and during the term of the Agreement, Shell or its nominees will assess its creditworthiness, as well as that of any Associated Persons (creditworthiness may be assessed with reference to any Associated Persons). In assessing creditworthiness: (a) credit scoring or other automated decision making processes may be used; and (b) records held by credit reference agencies may be searched. The consumer credit history of individuals

linked to the Principal Cardholder may also be assessed (with their permission). The credit reference agencies will add details of the search and the Application to their records, and these may be seen by other organisations that make searches. Information held by the credit reference agencies may already be linked to records relating to Associated Persons.

13.5 The Principal Cardholder may submit an Application for and on behalf of Associated Persons and/or may disclose information about Associated Persons when making an Application. In doing so, the Principal Cardholder represents and agrees that it:

- (a) has the necessary authority to act on behalf of the Associated Persons;
- (b) is entitled to disclose information about the Associated Persons and has any consent required to do so;
- (c) is aware (and has made any Associated Persons aware) that the information provided may be held within systems run by or on behalf of the Shell Group and representatives of any Associated Person (including, for the avoidance of doubt, the Principal Cardholder) may be able to access information relating other Associated Persons as well as itself;
- (d) will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent to such an assessment in accordance with the procedures required by Shell;
- (e) is aware (and has made any Associated Persons aware) that the information provided by it may create a link between Associated Persons at any credit reference agency, and that this link will be taken into account in all future Applications by any Associated Person until a disassociation is successfully filed with the relevant credit reference agency(ies);
- (f) will inform Shell without delay in the event that links with any Associated Person(s) are severed such that it should no longer be treated as an Associated Person by Shell.

13.6 The information contained in Clauses 13.1 – 13.5 above will, in so far as it relates to personal data, be made available via a notice accessible via the Shell Website. The Principal Cardholder will use all reasonable endeavours to ensure that this information will be supplied to all Cardholders and/or Users, and any other persons whose personal data may be processed as set out above, and undertakes that it in making the Application it complies with the requirements of any applicable legislation relating to data privacy.

13.7 It is important that each Cardholder provides Shell with accurate information. If a Cardholder gives Shell false, misleading or inaccurate information and Shell suspects fraud, Shell may record this with a fraud prevention agency. Shell reserves the right to renew or take up bank references and carry out or credit checks at any time.

13.8 The Principal Cardholder shall notify Shell without delay of any changes in the details relating to it, its account and/or any Cardholder. Without prejudice to any other provisions for termination contained in this Agreement, all monies due and owing by the Principal Cardholder to Shell shall become due and payable forthwith if Shell discovers that any information provided by the Principal Cardholder to Shell is materially inaccurate.

14. Termination

14.1 Without prejudice to any other rights and remedies:

- (i) either party may terminate the Agreement at any time, by giving not less than one month's prior written notice to the other party;
- (ii) either party may terminate the Agreement by giving notice to the other party if:
 - a) the other party is in breach of any of these Terms and Conditions or any other provision of the Agreement which is incapable of remedy or, if capable of remedy,

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

(iii) Shell may terminate the Agreement upon notification to the Principal Cardholder if Shell receives a credit reference which in the reasonable opinion of Shell is unsatisfactory.

- 14.2 A Change of Control shall occur for the purposes of this Agreement where:
- (a) a person acquires Control of the relevant party where no person previously had Control of such party; or
 - (b) the ultimate parent company of the relevant party ceases to have Control of such party; or
 - (c) a person acquires Control of the ultimate parent company of the relevant party; or
 - (d) a person who is not under the Control of the ultimate parent company of the relevant party acquires Control of such party.

15. Effect of Termination

- 15.1 On termination of the Agreement by either party, without prejudice to the rights of Shell already accrued at the date of termination, the whole outstanding balance of the Principal Cardholder's account shall become due and payable in full to Shell and the right of the Principal Cardholder and any Authorised Cardholders to use a Card shall cease immediately.
- 15.2 On termination of the Agreement by either party, the Principal Cardholder shall return all of the Cards, having first punched a hole into the Card's magnetic stripe, to Shell by recorded delivery within 7 days of such termination or alternatively (but only where the Principal Cardholder has terminated the Agreement) the Principal Cardholder must provide a certificate of destruction which lists all card numbers and the corresponding Cardholder names and certifies that all of the Cards issued to the Principal Cardholder and to any Associated Persons have been destroyed. The Principal Cardholder will remain fully liable without limitation for any use and/or misuse of the Cards until such time as Shell is in receipt of the Cards.

16. Liability of Shell

Save to the extent that such liability cannot by law be limited or excluded neither Shell nor any member of the Shell Group:

- (a) shall be liable for loss of profit or for any indirect or consequential loss or damage suffered by any Cardholder or by any third party in connection with any Supplies or the use of any Card or the Online Services including but not limited to loss of use, loss of anticipated profit, loss of revenue, loss of production and business interruption.
- (b) shall be liable to any Cardholder in respect of any inaccurate information about purchases made with a Card, when such inaccuracy is caused by incorrect or incomplete information provided by any Cardholder or the Card Scheme Participant, whether on a Sales Voucher, the Online Services or otherwise.
- (c) gives any representation or warranty that any computer software or data (which shall include without limitation disks, tapes, hard drives or any other form of programme or file delivery, tangible or intangible, whether delivered electronically via a communications

network or otherwise) supplied pursuant to this Agreement is free from any computer virus or other malicious programming. Neither Shell nor any member of the Shell Group has any knowledge of the nature of the Cardholder's computer systems and therefore gives no representation or warranty that any computer software or data supplied is compatible with such computer systems nor that there is no functionality included which is incompatible with such computer systems.

- (d) Shell shall not be liable to any Cardholder or any third party in respect of the:
- (i) fraud, negligence, act, default or omission of independent contractors engaged by Shell, or the employees, contractors and agents of independent contractors engaged by Shell; and
 - (ii) fraud, negligence, act, default, omission (including refusal to make Supplies) or wilful misconduct of any Card Scheme Participant or its employees, contractors and agents.

17. Intellectual Property

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

- (i) any computer software or data supplied by or used by Shell or any member of the Shell Group in performing this Agreement;
- (ii) any data supplied by Shell or any member of the Shell Group to Cardholders and/or Users (whether via the Online Services or otherwise);
- (iii) the Content;
- (iv) the Online Services; and
- (v) all other material provided by Shell or any member of the Shell Group to a Cardholder and/or Users under this Agreement.

17.2 All Intellectual Property which results from or is otherwise created pursuant to or for the purposes of the performance of this Agreement shall immediately upon creation vest in and become the property of Shell or any member of the Shell Group (as appropriate) and, by force of this Clause 17, the Principal Cardholder shall take all necessary steps to assign and shall procure that Authorised Cardholders and/or Users shall assign, such Intellectual Property to Shell or any member of the Shell Group.

17.3 The Principal Cardholder shall not, and shall procure that Authorised Cardholders and/or Users shall not, act in a manner inconsistent with 17.1 and 17.2 at any time.

17.4 The Principal Cardholder shall not, and shall procure that Authorised Cardholders and/or Users shall not:

- (i) attempt to reverse engineer, decipher, decompile or disassemble any computer software supplied by or used by Shell or any member of the Shell Group in performing this Agreement except to the extent permissible by Law;
- (ii) reduce any computer software supplied by or used by Shell or any member of the Shell Group in performing this Agreement to human readable form or knowingly allow others to do so, except to the extent that applicable laws specifically prohibit such restriction;
- (iii) modify computer software supplied by or used by Shell or any member of the Shell Group in performing this Agreement or create derivative works of any computer software or data; and
- (iv) transmit or distribute any computer software supplied by or used by Shell or any member of the Shell Group in performing this Agreement electronically, via the internet or in any other way.

18. Minimum volume

18.1 It is acknowledged and agreed that the price mechanism for fuel supplies set out in the Application has been calculated on the basis of the minimum volume of fuel to be purchased with the Cards within the given period shown in the Application (the "Minimum Volume"). Shell shall carry out reviews at the end of each such period to assess whether or not the Minimum Volume has been met.

18.2 If the Minimum Volume for any given period has not been met, Shell may:

- (i) upon one month's written notice to the Principal Cardholder, require that a revised price mechanism be applied to purchases of fuel supplies going forwards from the date specified in the notice (the "Price Increase Date"); and
- (ii) require the Principal Cardholder to pay to Shell:
 - for the first Minimum Volume review, an amount equal to the difference between the pump price and the price agreed via the mechanism set out in the Application, for fuel Supplies purchased during the period from the start of the Agreement to the Price Increase Date; and
 - for subsequent Minimum Volume reviews, an amount equal to the difference between the pump price and the price arising from the revised price mechanism, for fuel Supplies purchased during the period from the last Price Increase Date to the following Price Increase Date.

19. Variations

19.1 Without prejudice to Clause 10, Shell may, upon notice to the Principal Cardholder, vary, add to or delete any of these Terms and Conditions (including without limitation any terms contained in written correspondence) or impose new terms and conditions for any other card scheme or online service which is similar to the current card scheme or online service (whether or not such new scheme is operated by Shell or by a third party on behalf of Shell) so long as such variation does not materially prejudice the rights of the Principal Cardholder under this Agreement, taking into account the commercial needs of Shell.

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

20. Transfers

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

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

21. Joint and Several Liability

Where the Principal Cardholder consist of two or more persons the obligations of the Principal Cardholder shall be joint and several.

22. Headings

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

23. Notices

- 23.1 Except where expressly stated otherwise, a notice, demand, request, statement, or other communication under or in connection with under the Agreement shall only be effective if it is in writing. Faxes, e-mail and website postings on the Shell Website are permitted.
- 23.2 Notices, demands, requests, statements, or other communications under or in connection with the Agreement shall be sent to a party at the postal addresses, e-mail addresses or numbers specified from time to time by the party to whom the notice is addressed and shall be marked for the attention of the account contact and, for all communications sent to Shell, copied to the company secretary at the registered address.
- 23.3 Any notice given under the Agreement shall be effective (i) if sent by post, 48 hours after the date of posting; (ii) if sent by fax on the next working day after the day of transmission; (iii) if sent by e-mail, at the time of sending; or (iv) if posted on the Shell Website, at the time of posting.
- 23.4 Any notice given under the Agreement outside working hours in the place to which it is addressed shall be deemed not to have been given until the start of the next working day in such place.
- 23.5 No notice given under the Agreement may be withdrawn or revoked except by notice given in accordance with this clause.

24. Force Majeure

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

25. Waiver

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

26. Third Party Rights

- 26.1 It is intended that the undertakings and obligations of the Principal Cardholder herein are taken by Shell for its own benefit and also for the benefit of the Shell Group and, subject to the provisions of section 26.3, are intended to be enforceable by such parties by virtue of The Contracts (Rights of Third Parties) Act 1999.
- 26.2 Except as provided in Clause 26.1, no term or condition contained herein shall be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Agreement.
- 26.3 Notwithstanding Clause 26.1 above, this Agreement may be varied or terminated by the parties without notice to or the consent of any third party.

27. Law and Jurisdiction

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

28. Language

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

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

28.2 The receiving party shall be entitled to assume the accuracy of and rely upon any English translation of any document provided pursuant to sub-clause 28.1(ii).

29. Severability

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

30. No Association

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

31. CRT Cards

Where Shell issues the Principal Cardholder with CRT Cards these Terms and Conditions shall apply to the use of CRT Cards with the following amendments:

- (i) "Card" includes a CRT Card; and
- (ii) CRT cardholders may not participate in sales promotion schemes when using a CRT Card.

32. Shell Agency Cards

Up until 30 September 2011 only (after which point the Shell Agency Cards will no longer be valid), where Shell issues the Principal Cardholder with Shell Agency Cards these Terms and Conditions shall apply to the use of Shell Agency Cards with the following amendments:

- (i) "Card" includes a Shell Agency Card;
- (ii) "Supplies" means only the purchase of fuel from Shell or BP branded service stations and such other service stations as shall be notified by Shell to Shell Agency Card Principal Cardholders from time to time and lubricating oil from Shell branded service stations and such other service stations as shall be notified by Shell to Shell Agency Card Principal Cardholders from time to time;
- (iii) "Card Scheme Participant" means: (a) a participating Shell or BP branded service station in the UK or such other participating service stations as shall be notified by Shell to Shell Agency Card Principal Cardholders from time to time; and/or (b) any company (whether a member of the Shell Group or otherwise) with which Shell or any

- member of the Shell Group has an agreement permitting it to make Supplies to Cardholders on production of a certain type of Card;
- (iv) The amount charged for fuel obtained from a Shell branded service station by all Shell Agency Cardholders will be advised on the invoices sent to the Principal Cardholder;
 - (v) For Shell Agency Cards, the amount to be charged per litre for fuel obtained from a non-Shell branded service station shall be the pump price as advertised at the relevant service station except for BP branded service stations for which the amount to be charged per litre shall be the daily scheduled or list price advised for this purpose by BP to Shell.

From 01 October 2011, Shell Agency Cards will be formally discontinued and the Principal Cardholder and any other Cardholder will no longer be able to use any Shell Agency Cards from that date. This formal discontinuance is without prejudice to any accrued rights and obligations that have arisen prior to 01 October 2011 in connection with the Shell Agency Cards under the Terms and Conditions.

Shell U.K. Oil Products Limited, Company Number 3625633 as agent for Shell U.K. Limited, Company Number 140141, both with registered offices at Shell Centre, London SE1 7NA.

August 2011