

SHELL PARTNER CARD ADDENDUM¹

Whereas:

- (1) Principal Cardholder has an agreement with Shell for the supply of Shell fuel cards (“Cards”) (the “Agreement”).
- (2) Principal Cardholder wishes to be able to supply such Cards to its authorised sub-contractors.
- (3) Subject to the terms and conditions set out in the Addendum to the Agreement, Principal Cardholder and Shell have agreed for Principal Cardholder to be able to supply Cards to its authorised sub-contractors.

1. Definitions

All terms defined in the Agreement shall have the same meaning in this Addendum save for the following:

“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) or any Authorised Sub-Contractor(s).

“Authorised Sub-Contractor(s)” shall mean:

- (i) An entity/entities registered in Singapore with the Accounting and Corporate Regulatory Authority (“ACRA”);
- (ii) who has contracted to provide services to the Principal Cardholder or an Associated Person; and
- (iii) to whom the Principal Cardholder wishes to provide a Card.

“Partner Card” means a Card supplied to an Authorised Sub-Contractor.

2. Request for Partner Cards

Where the Principal Cardholder wishes to supply Partner Cards to an Authorised Sub-Contractor, it shall complete the Partner Card set-up form. Shell shall review the request for Partner Cards and shall accept or decline the request in its sole discretion. Where accepted, the credit limit applicable to the Partner Cards shall be the lower of the limit requested by the Principal Cardholder and the limit set by Shell (the “Partner Card Credit Limit”).

3. Terms and Conditions

Other than as set out in this Addendum, the terms and conditions for Cards as set out in the Agreement shall apply in full to all Partner Cards. In the event of conflict, the terms of this Addendum shall have priority solely as regards their application to any Partner Cards.

4. Card Use

- 4.1 The Principal Cardholder may not, and shall ensure that Authorised Cardholders and/or Users do not, apply for any Card other than on behalf of itself and/or any Associated Persons or Authorised Sub-Contractors.

4.2 Where the Principal Cardholder submits a request for Partner Cards, in addition to the terms of the Agreement, the Principal Cardholder represents and agrees that it:

- (a) is liable for any transactions made using Partner Cards that are supplied to such Authorised Sub-Contractor(s) up to and including an amount equal to the Partner Card Credit Limit;
- (b) will inform Shell without delay (and cancel the relevant Partner Card(s)) in the event that links with an Authorised Sub-Contractor are severed such that it should no longer be treated as an Authorised Sub-Contractor by Shell;
- (c) holds the contractual relationship with Shell and so any disputes or issues associated with the Cards issued to the Authorised Sub-Contractor must be routed through the Principal Cardholder. Shell is not permitted to deal directly with any Authorised Sub-Contractor and Principal Cardholder shall therefore not share Shell contact details with any Authorised Sub-Contractor;
- (d) shall obtain required consents before disclosing any personal data relating to staff of the Authorised Sub-Contractor(s) to Shell. The Principal Cardholder acknowledges that all personal data shall be used as provided for in the notified Data Use Policy;
- (e) shall not disclose confidential information relating to any Authorised Sub-Contractor(s) to Shell, its affiliates or representatives;
- (f) shall, where specified by Shell, pay a fee for Partner Card that may be imposed by Shell from time to time upon written notification to the Principal Cardholder.

5. Online Services

In addition to the Online Services set out in the Agreement, the Principal Cardholder will have access to a separate online portal for Partner Card for which Principal Cardholder will be provided with the relevant User ID and Password.

6. Anti-Money Laundering, Trade Controls and Cancellation of Cards

- 6.1 In the event that Principal Cardholder has knowledge or suspicion that an Authorised Sub-Contractor is settling any invoice related to use of the Partner Cards with proceeds of crime, the Principal Cardholder shall immediately cancel all Partner Cards supplied to the relevant Authorised Sub-Contractor.
- 6.2 The Principal Cardholder shall not knowingly supply Cards to entities controlled by the government of any Restricted Jurisdiction or a Denied or Restricted Party. If the Principal Cardholder becomes aware that any Authorised Sub-Contractor is controlled by the government of any Restricted Jurisdiction or is a Denied or Restricted Party, it shall immediately cancel all Partner Cards supplied to the relevant Authorised Sub-Contractor.
- 6.3 Shell may terminate the Agreement upon notification to the Principal Cardholder if Shell becomes aware that any Authorised Sub-Contractor is controlled by the government of any Restricted Jurisdiction, or is a Denied or Restricted Party.

7. Invoices and Statements

The invoice for all Partner Card transactions shall be sent to the Principal Cardholder at the same time as for its other Cards and shall be subject to the same payment terms

8. Law and Jurisdiction

The provisions of the Addendum shall be governed by the laws of Singapore and the parties hereby agree that any dispute or claim arising hereunder shall be submitted to the exclusive jurisdiction of the Courts of Singapore.