

# 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specific to each Solution (Part B-2) and any schedules, appendices, and attachments, which may be amended unless it is superseded and terminated by the Customer’s entry into an agreement containing General Commercial Terms (Part A-1), the Commercial Terms specific to each Solution (Part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 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.

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

**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.

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

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

**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	<p>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.</p>
Invoices and/ or statements will be sent to you at intervals	<p>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.</p>
Electronic invoicing	<p>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.</p> <p>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.</p>
Invoice or statement queries	<p>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.</p>
Currency you will pay in	<p>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).</p>
When you will pay	<p>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.</p>
How you will pay	<p>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.</p>

## 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.

## 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: <ul style="list-style-type: none"><li>• have exceeded any credit limit we have set; and/or</li><li>• fail to pay us by the due date, or give us the security we require; and/or</li><li>• you fail to give us the security we require or the security you have provided expires or becomes invalid; and/or</li><li>• you fail to comply with the provisions of section 8,</li></ul> we may suspend or terminate the Agreement immediately by giving you notice without liability to you.

## Provision of Fleet Solutions

### 9 Trial (only applicable to Telematics)

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.

For the avoidance of doubt, a Trial and this Clause 9 relating to a Trial shall only apply to Telematics Solution.

### 10 Commissioning (only applicable to Telematics)

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.

For the avoidance of doubt, Commissioning and this Clause 10 relating to Commissioning requirements shall only apply to Telematics Solution.

## 11 Delivery of the Solutions

Delivering the Solution	<p>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.</p> <p>11.2 If the delivery of the Solution cannot be made because of you, we can request that you reimburse our related costs.</p> <p>11.3 All Goods will be delivered to your premises or to such other addresses as may be agreed by both Parties.</p> <p>11.4 You will tell us in writing about any discrepancies within ten (10) days of collection, including evidence to support your claim.</p>
Risk and title	<p>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.</p> <p>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).</p> <p>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.</p>
Reissue and resale	<p>11.8 You will not reissue or resell all or part of the Solution.</p>

## 12 Installation

You can request installation of certain Solutions	<p>12.1 Where applicable, you can request installation by us of certain Solutions (“<b>Installation</b>”). 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.</p> <p>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.</p>
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## 13 User Accounts set-up

We will set up any relevant User Accounts	<p>13.1 Where the provision of a Solution requires a User Account to be set up, we will:</p> <ul style="list-style-type: none"><li>• set up the User Accounts;</li><li>• 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;</li><li>• 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).</li></ul>
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If a User Account is set up for you, you may need to provide us with some details	<p>13.2 We may require you to:</p> <ul style="list-style-type: none"> <li>• use User Account opening information sent to a verified address to activate certain Fleet Solutions;</li> <li>• provide physical forms of identification or other documentation/confirmations; or</li> <li>• provide the name, address and other personal details of directors, shareholders, partners, or other relevant person(s) for their identities to be verified.</li> </ul> <p>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.</p>
You will nominate an administrator	<p>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.</p>
Security Details must be kept safe	<p>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.</p> <p>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 unauthorized user.</p>
You are responsible for ensuring User Authentication Devices are used by Authorised Users	<p>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.</p>
You must ensure Users use the Solutions in accordance with the Agreement	<p>13.6 You must ensure:</p> <ul style="list-style-type: none"> <li>• 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;</li> <li>• that each Authorised User has been given authority to use the User Account as their representative.</li> </ul>
You must alert us if there is a security issue	<p>13.7 You must notify us immediately using the Online Services or the Shell Customer Service Centre if you become aware that:</p> <ul style="list-style-type: none"> <li>• Security Details have been disclosed to any person who is not authorised to access such Security Details; or</li> <li>• a User Authentication Device is lost, stolen, misused, or in the possession of someone who is no longer an Authorised User.</li> </ul>
You are liable for the use of the Solution	<p>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.</p> <p>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.</p>
If a User Account is not being used, we may close it	<p>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.</p>

## 14 Input Data - Data Feed

Where applicable, both Parties will work to achieve activation of the Data Feed	<p>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.</p>
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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

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### 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:

- (i) cancel any accepted and outstanding order(s) without liability to you;
- (ii) 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.

## **44 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	1.1 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: <ul style="list-style-type: none"><li>• 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</li><li>• 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.</li></ul>
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.

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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).

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## 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.

# Telematics Specific Terms and Conditions

## Words and phrases with special meanings

Unless otherwise specified under these Telematics 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 Telematics Commercial Terms and the Telematics Specific Terms and Conditions.

**Driver ID and Driver Fob** has the meaning set out in the Telematics Commercial Terms.

**Rental Equipment** means the any Hardware leased by the Customer from Shell which is required to enable the Telematics Solution delivery to the Customer, which shall be installed in a Vehicle to enable the provision of the Telematics Solution.

**Hardware** has the meaning set out in the Telematics Commercial Terms.

**Vehicle** means any vehicle legally owned, hired or leased by the Customer and which the Customer has designated for the installation of the Hardware.

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### 1 Provision of the Telematics Solution

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Supplementary Terms	1.1 This section governs the provision of Telematics Solution (the " <b>Solution</b> ") by Shell to the Customer.
Activation of the Solution - additional services	1.2 The Solution may only be activated once the Customer has registered for the Solution and upon the necessary Hardware being installed. The Solution will be provided via an Online Platform.  1.3 In the event the Customer also signs up for Driver ID and Driver Fob, the Customer will need to notify Shell in writing of the specific driver identity per Vehicle for use of Driver ID and Driver Fob. Shell will provide two (2) Driver Fobs per Driver ID installation.
Installation	1.4 Where the Customer cancels an arranged installation with less than 24 (twenty-four) hours' notice, or otherwise fails to present the Vehicle at the agreed date, time or place for installation, Shell may charge the Customer a late cancellation charge as set out in the Telematics Commercial Terms or the LOO (as the case may be) and as amended from time to time.
Hardware	1.5 The Customer may elect to purchase or lease the Hardware from Shell, for the purposes of the provision of Services.  1.6 Where the Customer elects to purchase the Hardware, the following conditions shall apply: - (a) the Customer shall pay an installation fee to Shell upon completion of installation of the Hardware in a Vehicle; (b) Title to the Hardware transfers from Shell to the Customer when Shell receive payment for the Hardware; and (c) The Customer shall procure that the Hardware is used in accordance with this Agreement.  1.7 Where the Customer elects to lease the Hardware, the following conditions shall apply: - (a) Shell hereby leases the Rental Equipment to the Customer throughout the period of subscription of the Solution subject to the terms and conditions stated herein, and shall procure that the Rental Equipment is installed in accordance with this Agreement; (b) Title to the Rental Equipment shall remain with Shell at all times, and nothing contained in this Agreement shall confer or be deemed to confer any interest in the title of the Rental Equipment on the Customer; (c) The Customer shall procure that the Hardware is used in accordance with Shell's instructions as may be notified to the Customer, and as may be updated by Shell at any time and from time to time; (d) The Customer shall exercise due care to safeguard each item of Hardware and not permit any alterations, adjustments, connections, disconnections or repairs without prior authorisation by Shell in writing; (e) The Customer shall inform Shell as soon as the Customer becomes aware of any damage to, defect in, loss or theft of the Hardware; and (f) In the event the Customer also signs up for Driver ID and Driver Fob, the Customer will need to notify Shell in writing of the specific driver identity per Vehicle for use of Driver ID and Driver Fob. Shell will provide two (2) Driver Fobs per Driver ID installation. The processing of Personal Data of the drivers covered by Driver ID and Driver Fob Services shall be subject to the provisions of Clause 32 of the General Terms and Conditions.

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Safety	1.8 The Solution can include the provision of communication tools, alerts and high priority messages. It is the driver's responsibility to use the Solution safely and with care, and to decide what action is to be taken upon receiving a message or alert. Shell is not responsible for the actions of drivers while using the Solution.
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Unauthorised Use	1.9 The Customer is liable for the use of the Shell Telematics Portal and/or the Shell Telematics App by any person, authorised or unauthorised, who accesses the Shell Telematics Portal and/or the Shell Telematics App using any passwords and/or user IDs issued to the Customer even if the Customer has not consented to such use or was unaware of it, unless the use occurs three (3) Business Days or more after Shell has received a written request from the Customer to block access and his access information. If unauthorised transmission of user name and/or password has occurred, the Customer shall notify Shell immediately in writing to have these reset or changed. Shell shall not be liable for improper use of user names and passwords within and/ or in the control of the Customer's organisation.
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Other Provider Terms	1.10 The Solution contains or functions in connection with software, services and other products offered by a Third-Party Provider. Shell is obliged to pass on the terms and conditions of such Third-Party as modified from time to time. The end-user terms and conditions of Geotab (as at the date of this Agreement) found in the Appendix to this Telematics Terms and Conditions apply to the use of the Solution. By agreeing to this Agreement, you are agreeing to accept the terms and conditions in the Appendix to this Telematics Terms and Conditions including any amendments made by Geotab or any other Third-Party Provider from time to time which will be deemed incorporated in this Agreement.
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1.11 The Customer will not (i) knowingly supply and will not knowingly permit or encourage to use the Hardware and services comprised within the Solution, where they may be used: (a) in situations where failure of same may result in a risk of property damage, death or personal injury; (b) in situations which require fail-safe controls or fail-proof delivery of information, including without limitation any operations involving radioactive or hazardous materials; or (c) with life support systems or munitions or weapons; (ii) modify, translate, reverse engineer, decompile, disassemble or create derivative works from Hardware (including any software or firmware); (iii) modify, monitor or interfere in any manner with the delivery of Services which involve the transmission or receipt of data; (a) to engage in any abusive, fraudulent, deceptive, misleading, illegal, unfair or unethical activities or practices; or (b) where other than for bona fide reasons attributable to Shell the consequence is to bring Shell, its Hardware and Services into disrepute or harm its goodwill.

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## 2 Warranties

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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.
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You agree to inspect the condition of Goods when they are delivered	2.2 You agree to inspect the condition of any Goods when they are delivered.
	2.3 You are able to reject the Goods only if on delivery they do not conform with the specification or description provided by Shell.
	2.4 You accept that in the absence of any remarks, the Goods shall be considered as accepted.

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We warrant that the Goods will perform in accordance with specification	2.5 We warrant that during the Warranty Period each of the Goods will perform in accordance with the written specifications that are issued with respect to such Goods, subject to the limitations and conditions set forth in the specifications and the Agreement, when used in accordance with the documentation and specifications. "Warranty Period" means the one-year (12 months) period commencing on the activation date.
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2.6 Provided you properly complete and we receive from you a justified written warranty claim and, if applicable, all affected Goods returned to us at your expense, prior to the expiration of the Warranty Period, we will either repair or replace such Goods or use commercially reasonable efforts to correct any material defects in software or Services. We reserve the right to replace any Goods or software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you for return shipping and a reasonable service fee if we determine that your warranty claim was not justified. The remaining Warranty Period for any purchased Goods that were repaired or replaced under warranty is deemed to be the greater of: (a) the actual remaining Warranty Period for the replaced or repaired Goods; and (b) 90 days following the completion of such repair or replacement.

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You agree that the Solution is used at your own risk

2.7 You acknowledge and agree that the Solution (including any related content or service), and the Online Platform are provided "AS ARE AND WITH ALL FAULTS" and are used at your risk, without any warranties of any kind, including but not limited to fitness for purpose, reliability, availability, virus free.

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# Appendix to Telematics Specific Terms and Conditions

## Telematics Solution End-User Agreement (“EUA”)

### SECTION A: GEOTAB TERMS

1. For the purposes of Sections A and B, references to: (A) “we”, “us” or “our” below mean Shell; and (B) “you” or “your” means the Customer.
2. LICENSE. We grant You a limited, revocable, non-exclusive right to use any software, firmware, and intellectual property (collectively “software”) embodied in Telematics Solution solely for Your own internal business purposes and solely in connection with Your use of our in-vehicle telematics devices, on the condition and so long as You comply with all terms and conditions of this EUA. Except as otherwise provided herein, such rights are non-assignable, nontransferrable, and non-sublicensable. You may not extract, copy or use the software in connection with any other Product or for use on any other device.
3. PRODUCTS OWNERSHIP. The Telematics Solution is protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Notwithstanding anything to the contrary herein, and notwithstanding any reference to the sale of any product to You hereunder, except for the rights expressly granted to You under this Agreement, all right, title and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Telematics Solution and any copies thereof (regardless of the form of media upon which such copies are recorded) are and shall remain exclusively owned by us and our licensors. You shall not remove or attempt to remove any mark, label, or legend from the Telematics Solution.
4. PROTECTIVE MEASURES. The Telematics Solution may contain technological measures (including the ability to disable the Telematics Solution) designed to prevent the illegal usage of software or other violations of this EUA or applicable law. You agree not to circumvent or attempt to circumvent such measures.
5. UPDATES AND PATCHES. We and our suppliers shall continuously improve our Telematics Solution and may, from time to time, cause software updates to be automatically installed with or without prior notification to You or provide access to updates through our website. You hereby consent to such automatic installations and agree to use only the updated version once it has been installed.
6. RESTRICTIONS. To the fullest extent permissible under applicable law, You agree not to: (a) disclose, transfer or transmit in any manner any services, software or other copyrightable or licensed elements of the Telematics Solution, whether temporarily or permanently; (b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any software elements of Telematics Solution; (c) use the Telematics Solution in a manner that violates laws or rights of others; (d) use the Telematics Solution: as part of a failsafe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems or munitions or weapons; (e) engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide the services; or (f) attempt, or cause, permit or encourage any other person to do any of the foregoing. COMPLIANCE. You shall comply with all applicable laws, including export control laws and regulations of the European Union, USA and Canada. You shall not export or re-export any Product directly or indirectly in contravention of such laws and regulations. You further acknowledge that the Telematics Solution cannot be exported to, or used in, countries listed on Canada’s Area Control List, including (as of the date of this EUA) North Korea as well as China and Russia. Your obligations in the Agreement in relation to Trade Control Laws and Antibribery Laws apply equally to the Telematics Solution.
7. SECURITY. You should keep all user identification and passwords (Your “Login Credentials”) secure. You are solely responsible for any actions taken using Your Login Credentials. If You believe the security of Your Login Credentials has been compromised, or You suspect unauthorized use, You must promptly notify us. We and our suppliers will be entitled to treat all communications, instructions and transactions as authorized by You if Your Login Credentials are used, unless You have notified us of a compromise or unauthorized use of Your Login Credentials. If we suspect, in our reasonable opinion, fraudulent or unauthorized activity on Your account, we and our suppliers reserve the right to terminate or suspend Your access to our website or any applicable services or both and will use reasonable efforts to contact You.
8. CONFIDENTIALITY AND DATA TRANSFER. We and our suppliers will implement and maintain reasonable technical and organizational security and data storage policies and measures consistent with industry standards for facilities within our control and make these measures and policies available to You on request. You acknowledge and agree that data may be stored or transmitted through third party facilities, third party services or common carriers, including without limitation the internet, in the course of using the Telematics Solution. You shall not provide third parties with access to any software and non-public information in and regarding the Telematics Solution and any other confidential information that we or our suppliers provide without our prior written consent, except to Your own employees, subject to adequate confidentiality agreements.
9. YOUR VEHICLE DATA. With respect to any vehicle data generated by and associated with the devices installed in Your vehicles (“Individual Vehicle Data”) that is transmitted or processed using the Telematics Solution, You hereby instruct us and our suppliers and grant us and our suppliers the right to use, process and transmit Individual Vehicle Data as reasonably required for the purposes for which it is provided to us and our suppliers, including the provision, administration, troubleshooting and improvement of the

Telematics Solution or as required by applicable law. In furtherance of such purposes, based on certain non-position data elements in Your vehicle database (such as vehicle VIN), from time to time in certain jurisdictions we or our suppliers may query, on a confidential basis, databases maintained by reputable third-party providers for additional information.

10. **AGGREGATED DATA.** You acknowledge that our supplier compiles, stores and uses aggregated data and system usage information to monitor and improve the Telematics Solution and for the creation of new products. This aggregated data is no longer associated with a device and as such is not Individual Vehicle Data. Our supplier will not attempt to disaggregate the data or re-associate it with a device without Your consent, or unless legally compelled to do so or required to do so for safety or troubleshooting purposes.

11. **FEEDBACK.** You understand and agree that any feedback, input, suggestions, recommendations, improvements, changes, specifications, test results, or other data or information that You provide or which is made available to or gathered by our supplier arising from or related to Your use, testing, integration or evaluation of the Telematics Solution, including our supplier's website and including in the course of utilizing support, maintenance or other services ("Feedback"), shall be jointly owned by Geotab and its suppliers as tenants in common (and for greater certainty, no party will have a duty to account to any other party and each party will be free to use, exploit, modify, transfer or sell Feedback or its rights therein or thereto without the consent of any other party). Without limiting the generality of the foregoing, Feedback may be used by Geotab and its suppliers to modify, enhance, maintain and improve the Telematics Solution or otherwise without any obligation or payment to You or to any of Your customers whatsoever.

12. **INSTALLATION WARNING.** Certain vehicles or installation configurations may require professional installation, additional equipment or modifications to Your vehicles. If You are uncertain that You have the requisite skills and understanding to install Telematics Solution, You must consult with an authorized reseller or installer. Improper installation can lead to short circuits and the risk of fire, leading to personal injury or significant damage to Your vehicle. Installation or servicing may also require modifications to Your vehicle. Failure to comply with procedures specified in the installation instructions for a Product, or attempting to install the Telematics Solution without adequate knowledge of our Telematics Solution, proper installation, configuration, servicing, repair or removal procedures, or Your vehicle may result in damage to the Product or Your vehicle, which may cause malfunctions of vehicle controls or vehicular environmental systems and result in personal injury. You understand that any such activities not performed by an authorized reseller or installer will be at Your sole risk. You hereby release and forever discharge, and will indemnify and hold harmless, us, our affiliates, resellers and agents and their directors, officers, employees and representatives from any and all losses, actions, causes of action, liability, claims, demands, penalties, costs, expenses (including legal fees and disbursements on a full indemnity basis), judgments and damages of any nature or kind whatsoever, whether under contract, tort, or any other theory of law or equity, which You or any other third party has or will have, arising or accruing from, as a result of, in relation to, or in connection with, the same.

13. **ASSIGNMENT.** This Agreement and any rights granted to You under this EUA may not be transferred or assigned by You, in whole or in part, whether voluntarily, by operation of law, or otherwise, without our prior written consent and any such attempted assignment or transfer shall be null and void, except that You may assign this EUA in its entirety to a purchaser of all or substantially all of Your assets or business or in connection with a merger, amalgamation, reorganization or similar transaction without consent any upon written notice to us. Subject to the foregoing, this EUA will inure to the benefit of and be binding upon the respective successors and permitted assigns of You and us. This EUA may be assigned or novated by us in our sole discretion by way of written notice to You.

14. **LIABILITY.** You agree that Geotab has no liability to You, whether direct, indirect, consequential or otherwise and You hereby waive any and all such claims and demands.

## **B. OTHER PROVIDER TERMS**

1. By accepting the above terms, You also accept these Other Provider terms. The Telematics Solution contains or functions in connection with software, services and other products made or offered by companies that are not affiliated with us or Geotab, many of which require us to pass through their terms to You and/or require You to accept their terms as a condition to Your use of our Telematics Solution. These Other Provider terms contain important terms and conditions that affect Your rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider terms as part of the above terms, You agree to accept amended versions of such Other Provider terms. You agree that it is Your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

Other Provider terms of use and privacy policies:

<b>Service</b>	<b>Provider(s) – terms set out below</b>
Telematics Solution	Geotab
Data Storage	Geotab and Google Cloud Platform Terms
Posted Speed Limit Data	HERE
Maps	<ul style="list-style-type: none"><li>• Google Maps</li><li>• HERE Maps</li><li>• Mapbox</li></ul>
Wireless Telematics Solution	Geotab and its carriers

## 2. DATA STORAGE

More than one provider for data storage services is used to deliver the Telematics Solution. Currently we use a thirdparty co-location facility in Canada to house the data storage servers, and we use Google Cloud Platform as the primary cloud data storage provider. As such, Your data will be stored either on servers at the Canadian co-location facilities or on Google's servers in various locations. The following terms are applicable to data storage services. If You have any questions about where Your Individual Vehicle Data is stored, please contact us.

Google Cloud Platform Terms Consent.

You consent to the transmission, storage, use and processing of Your data by us, our supplier and/or Google according to this EUA using Google's Cloud Platform. Additionally, You consent to Google processing and storing Your data anywhere Google or its agents and sub-processors maintain facilities for which we or our supplier has contracted, except if You are located in Europe, in which case we and our supplier have made arrangements to have Your data stored on Google servers in Europe. By using the services, You consent to this processing and storage of Your data. Under this EUA, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of Your data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

## 3. POSTED SPEED LIMIT DATA

If You are using posted speed limit data provided by HERE, the following terms apply to You. Copyright. The posted speed limit data ("Speed Data") is provided for Your personal, internal use only and not for resale. It is protected by copyright and is subject to the following terms and conditions which are agreed to by You, on the one hand, and us, our supplier, and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-contentsupplier/terms-and-notices/>. All rights reserved.

Internal Business Use Only. You agree to use this Speed Data together with the Telematics Solution and services for the internal business purposes for which You were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, You may copy this Speed Data only as necessary for Your internal business use to (i) view it, and (ii) save it, provided that You do not remove any copyright notices that appear and do not modify the Speed Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

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HERE End User Terms. Except for use as part of the Telematics Solution, where You have been specifically licensed by us and/or our supplier, You agree that You are bound by the HERE End User Terms, available at: <https://legal.here.com/en/terms/eula/us>.

## 4. GOOGLE MAPS TERMS

If You are using map data provided by Google, the following terms apply to You. Google Universal Terms of Service. You agree to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps Terms. You agree to be bound by the Google Maps Terms, available at: [https://www.google.com/help/terms\\_maps.html](https://www.google.com/help/terms_maps.html).

Google Legal Notices. You agree to be bound by Google's Legal Notices, available at: [http://www.google.com/intl/enus/help/legalnotices\\_maps.html](http://www.google.com/intl/enus/help/legalnotices_maps.html).

Google Maps Acceptable Use Policy. You agree to be bound by the Google Maps Acceptable Use Policy, available at: [https://www.google.com/work/earthmaps/legal/universal\\_aup.html](https://www.google.com/work/earthmaps/legal/universal_aup.html).

License to Google under Privacy Policy. You agree to grant Google a license to use Your data to enable Google to provide and improve the map service and treat Your data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: [http://www.google.com/enterprise/earthmaps/legal/us/maps\\_integrator\\_territory.html](http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html) .

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with the Product and Google services - to us and our supplier obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgments, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara County, California, and the parties consent to personal jurisdiction in those courts."

All access of use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in Legal Notices; set out here for convenience:

1) This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

2) This computer software may be:

- a) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
- b) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
- c) Reproduced for safekeeping (archives) or backup purposes;
- d) Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
- e) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
- f) Used or copied for use with a replacement computer.
- g) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- h) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- i) This notice will be marked on any reproduction of this computer software, in whole or in part.

## 5. HERE MAPS TERMS

If You are using map data provided by HERE, the following terms apply to You.

HERE End-User Terms. You understand and acknowledge that map and related data or services provided by or through HERE (the "HERE Location Platform Services"), is subject to HERE's end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and "report and issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and You confirm that You accept and agree to such End User Terms.

## 6. MAPBOX MAP TERMS

If You are using map data from Mapbox, the following terms apply to You.

**License to Use Your Data.** Limited to the purpose of hosting Your content so that mapping services can be provided, You grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror Your content on its distributed platform. You warrant, represent, and agree that You have the right to grant Mapbox these rights.

**US Government.** If You are a US Government User there are modified/additional terms that apply to You; available at: <https://www.mapbox.com/usg-tos/>.

## C. WIRELESS PROVIDER TERMS

These terms apply when the mobile data connectivity to the in-vehicle device are provided by the Telematics Solutions provider Geotab Inc. and apply equally to our provision of the Telematics Solutions to you.

You also accept these supplementary Wireless Provider Terms which Geotab Inc's wireless providers require Shell to pass through to You which relate to the wireless services used to transmit Individual Vehicle Data from the device installed in Your vehicle to the servers that deliver the Telematics Service. These Wireless Provider Terms contain important terms and conditions that affect Your rights and obligations. Some of the wireless carriers reserve the right to amend their terms from time to time, as specified below and by accepting such Wireless Provider Terms as part of this EUA, You agree to accept amended versions of such Wireless Provider Terms.

For the purposes of these supplementary wireless terms:

"You" means the legal entity that You represent that has subscribed for wireless communication services to be used in connection with the services provided by Geotab Inc. ("us" or "we"). References to the "underlying carrier" refer to the provider of the wireless communication services and references to "reseller" refer to any reseller of wireless services provided by an underlying carrier from whom we procure wireless communication services, such as an MVNO.

1. You acknowledge that the services provided by the underlying carrier are made available only when the Telematics Solution are in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (a) limitations to facilities or services of the underlying carrier or its vendors; (b) transmission limitations caused by atmospheric, topographical, terrain, other natural or artificial conditions or other factors or causes outside of the underlying carrier's reasonable control; or (c) usage concentrations, capacity constraints, modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided to us by the underlying carrier. Individual data transmissions may be involuntarily disconnected or delayed for a variety of reasons, including without limitation atmospheric conditions, topography, weak batteries, system over-capacity, movement outside a geographic locations in which the services are available from time to time and gaps in coverage within said geographic locations. None of us, an underlying carrier or a reseller shall be responsible or incur any liability for the failure to provide adequate services, including any coverage gaps, or any damages resulting therefrom. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the reseller or the reseller's agreement with the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies. You waive any and all claims against us, the reseller and the underlying carrier for such suspension or termination.

2. You acknowledge that: (a) it is possible for third parties to monitor wireless transmissions and data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (b) transmissions to an internet address or through the internet or other use of the internet may result in the transmission of Your details or other information over the internet; (c) if You desire to secure transmission of data, You must provide for Your own means of doing so; and (d) other than the in vehicle device and our servers used to provide the Telematics Service You assume full responsibility for the establishment of appropriate security measures to control access to Your own respective equipment and information. **YOU UNDERSTAND THAT WE, THE RESELLER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND THAT NONE OF US, THE RESELLER OR THE UNDERLYING CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.**

3. You understand and acknowledge that we are bound by certain additional obligations under a written agreement with the underlying carrier and that the underlying carrier has also established rules, policies and procedures governing the provision of the wireless communication services and may, from time to time, develop and adopt new rules, policies and procedures. You agree to comply with all such obligations, rules, policies and procedures, new or otherwise, related to this EUA and the provision of wireless services, as we request from time to time.

4. (a) You will be fully responsible for all SIM Cards supplied by us. You agree not to remove such SIM Cards from the in vehicle device or use such SIM Cards in connection with any services other than the wireless communication services provided by us and the reseller and/or underlying carrier from whom such SIM Card is procured. You understand that the reseller or the underlying carrier retains ownership of the SIM Cards. You must not insert a SIM Card into any device other than the Hardware for which it has been designated. You must not provide, sell or transfer in any manner any SIM Card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM Card in any manner. You will be responsible for any and all charges and other fees incurred with respect to the SIM Cards supplied to You by us, including fees for unauthorised services. You may not resell any wireless services provided to You hereunder. (b) You will not abuse or make fraudulent use of the wireless services. You will promptly report to us any such abuse or fraudulent use of which You become aware, and You will fully cooperate in any investigation or prosecution initiated by us or the underlying carrier. Wireless services to You may be restricted or cancelled if there is, in the underlying carrier's sole discretion, a reasonable suspicion of abuse or fraudulent use. You shall have sole liability for charges, costs or damages resulting from any abuse or fraud facilitated by You, Your employees, agents or persons authorised by You to use the wireless services.

5. Subject to the number portability rules under applicable law, You have no property right in any code or identifier (including any number, phone number, IMEI, IMSI, unique network identifier, internet protocol (IP) addresses, personal identification number or e-mail address) issued to, assigned to or associated with You or any product used by You in connection with the services provided to us by the underlying carrier (each an "Identifier"). You acknowledge that the underlying carrier may change any identifier at such time or times as the underlying carrier considers necessary without any liability whatsoever, whether on our part or the part of the underlying carrier. You further acknowledge and agree that dynamic IP addresses may be used with respect to the products, which IP addresses will change whenever a product is disconnected from and then reconnected to the facilities of the underlying carrier or after an elapsed period of time. You and Your customers acknowledge that the assignment of numbering resources is subject at all times to availability from applicable numbering authorities.

6. You expressly understand and agree that you have no contractual relationship whatsoever with the underlying carrier or the reseller of any underlying carrier or any affiliates or contractors thereof, and that you are not a third party beneficiary of any agreement between us and the underlying carrier, between us and any reseller of any underlying carrier, or between any reseller and any underlying carrier. You also understand and agree that any agreement between us and a reseller does not create a contractual relationship between us and the underlying carrier of such reseller. In addition, you expressly understand and agree that the underlying carrier, any reseller of any underlying carrier or any affiliates or contractors thereof make no representations or warranties whatsoever and expressly disclaim all representations and warranties, express, implied or statutory (including, without limitation, any representations or warranties: (a) regarding the provider, scope or nature of content or services that will be available by default to you from third parties through the services; (b) of merchantability, fitness for a particular purpose, use, title or non-infringement) or (c) regarding results to be obtained by you in connection with the use of the wireless communication services or that access to or use of the wireless communication services will be uninterrupted or error free, and shall have no legal, equitable, or other liability of any kind to you, including without limitation for any damages whether direct, indirect or consequential, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise and you hereby waive any and all claims or demands therefor. The underlying carrier is not liable to you for any claim or damage related to or arising out of or in connection with any coverage map information, including the accuracy thereof.

7. You expressly understand and agree that the liability and obligations of us or the underlying carrier to You are strictly controlled and limited by the underlying carrier's tariff, if any, and the laws, rules and regulations of the governmental authorities which from time to time have jurisdiction.

8. You acknowledge and agree that, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, your exclusive remedy against us, and our exclusive remedy against an underlying carrier or a reseller thereof, and the total liability of us, any reseller, the underlying carrier or any supplier of wireless services to you for any cause whatsoever, including but not limited to those arising in any way in connection with the wireless services, in connection with our agreement with an underlying carrier or a reseller thereof, or any failure or disruption of wireless services and consequently the telematics services, is limited to payment of damages in an amount not to exceed the amount paid by you to us for the wireless services during the one (1) month period preceding the date the claim arose. In no event shall we, any reseller or the underlying carrier be liable for any cost, delay, failure or disruption of service, lost profits (direct or indirect) or any incidental, special, punitive or consequential damages. In no event shall we, any reseller or the underlying carrier be liable for any damages or losses arising out of or related to the failure or incompatibility of non authorised equipment utilised by you in connection with the services.

9. In connection with the wireless services you shall indemnify, defend (if required by us or the underlying carrier) and hold harmless us, the reseller and the underlying carrier, and the officers, employees, and agents of each of them from and against any and all claims, causes of action, losses, expenses, liability or damages (including reasonable attorneys' fees and costs), including without limitation claims for libel, slander, infringement of copyright, property damage or personal injury or death, arising in any way directly or indirectly in connection with any agreement between us and the reseller or the underlying carrier or the use, misuse, failure to use, or inability to use the telematics services or any identifier or your actions, omissions, unlawful, fraudulent or deceptive use of the wireless communication services. This indemnity shall survive the termination of this EUA. This provision will survive the termination of any telematics services provided to you and any related agreement for same. You acknowledge that such agreement for wireless services is assignable by us.

10. Subject to the terms of this EUA, unless You provide express consent or disclosure is pursuant to a legal power, all information kept by us, the reseller or the underlying carrier regarding You, is confidential and may not be disclosed by us, the reseller or the

underlying carrier to anyone other than: (a) You; (b) the underlying carrier or the reseller; (c) a person who, in our reasonable judgement or that of the underlying carrier or the reseller, is seeking the information as Your agent; (d) another telecommunications carrier, telephone company or other person providing services to a telecommunications carrier, provided the information is required for establishment of, or the efficient and cost-effective provision of services and disclosure is made on a confidential basis with the information to be used only for that purpose; (e) an agent retained by us, the reseller or the underlying carrier in the collection of Your account, or to perform other administrative functions for us, the reseller or the underlying carrier, provided the information is required for and is to be used only for that purpose; (f) to a law enforcement agency whenever we or the underlying carrier has reasonable grounds to believe that You have knowingly supplied us or the underlying carrier with false or misleading information or You are otherwise involved in unlawful activities; or (g) a public authority or agent of a public authority, if in our reasonable judgment or that of the underlying carrier, it appears that there is imminent danger to life and property which could be avoided or minimised by disclosure of the information. Express consent may be taken to be given by You where You provide: (i) written consent; (ii) oral confirmation by an independent third party; (iii) electronic confirmation through the use of a toll-free number; (iv) electronic confirmation via the internet; (v) oral consent, where an audio recording of the consent is retained by us; or (vi) consent through other methods, as long as an objective documented record of customer consent is created by us or by an independent third party.

11. You may only roam incidentally to Your use of the services in Your country of residence. The underlying carrier may, at its discretion, and to the extent permitted under its agreements with its vendors, provide certain roaming services to You in other territories that the underlying carrier has made available to us. The foregoing may not apply for residents of certain countries. Any such roaming shall be subject to the restrictions that may exist in the respective agreements between such persons and applicable law or regulation. The underlying carrier or its vendors may in their sole discretion suspend roaming privileges to You if they discover or suspect that the services are being used in a fraudulent manner. The underlying carrier shall be entitled from time to time and at any time, at its sole discretion, to: (a) add, modify or remove territories where roaming shall be available to You; (b) substitute roaming partners; and/or (c) pass through any applicable increases in the costs of the wireless communication services in respect of such changes. You acknowledge that not all wireless communication services are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. None of us, an underlying carrier or a reseller thereof makes any warranties or representations as to the availability or quality of roaming service provided by other wireless carriers, where available, and none of us, an underlying carrier or a reseller thereof shall have any liability whatsoever for any errors, outages, failures, suspension or termination of roaming services or any increases to the charges as a result of any of the foregoing. You acknowledge that not all features and/or functionalities are available in each territory where roaming is available and roaming in certain territories is only available for use with products using certain forms of technology. You understand and acknowledge that the services may not be used for devices to be permanently deployed outside Your country of residence.

12. (Canada Only) If applicable, as a condition of Your use of any HSPA wireless communication services provided by Telus or any of its affiliates, You represent, warrant and covenant that: (a) Your billing address is and will remain in Canada; (b) Your billing address is not outside of Telus' wireless service area in or around Winnipeg in the province of Manitoba (as documented at <http://www.telusmobility.com/en/MB/hspa/canada3gmaps.shtml> as such webpage may change or move from time to time); and (c) You are not a wireless operating company and do not, directly or indirectly, own all or part of a wireless operating company, which includes, but is not limited to, any person or entity in the business of operating and offering PCS, cellular communication, iDen, GSM, CDMA, HSPA, LTE, WiMax or satellite networks.

13. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System ("GPS"). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which Your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring. You understand and agree that the underlying carrier may collect and use location information from Your equipment.

14. You: (a) are fully responsible for any unauthorised collection, access, disclosure, and use (other than by us, our subcontractors or the underlying Carrier) of all information relating to Your use of the products; and (b) will comply with all applicable laws, including without limitation data security, privacy data protection, marketing, and consumer protection laws, including, without limitation, any obligations regarding consent and opt-in/opt-out mechanisms.

15. We may terminate the provision of wireless communication services to You without notice or any further obligation or liability if the agreement with our underlying carrier governing the provision thereof expires or terminates.

16. If our agreement with an underlying carrier or a reseller thereof is terminated, You may be able to continue the provision of services, provided however that such continued provision may be subject to such underlying carrier's or reseller's then current terms and conditions.

17. Geotab and the underlying carrier and/or its reseller is a third party beneficiary of these terms, and may take any equitable or legal action required to enforce same.

18. We may change, modify or amend these terms at any time in accordance with the terms of this EUA, provided however the notice period applicable will be 15 days.



# CO2 Compensation Specific Terms and Conditions

## Words and phrases with special meanings

Unless otherwise specified under these CO2 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

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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	<p>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.</p> <p>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.</p>
CO <sub>2</sub> compensation project	<p>1.5 The Project is certified by the Verified Carbon Standard ("<b>VCS</b>") (further information on VCS may be found at <a href="http://verra.org/">http://verra.org/</a>), currently the largest source of voluntary nature-based projects. The Project is also certified by the Climate Community &amp; Biodiversity Standard ("<b>CCB</b>") (further information on CCB may be found at <a href="http://www.climate-standards.org/">http://www.climate-standards.org/</a>) 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.</p> <p>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.</p>

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