

Shell Telematics Solution General Terms and Conditions (the “Telematics Agreement”)

The following terms and conditions shall govern the provision of the Telematics Solution by Shell Eastern Petroleum (Pte) Ltd (“Shell”) to the Customer (as defined below) and are supplemental to, and shall be read in conjunction with, the Shell Fuel Card General Terms and Conditions. Shell and the Customer shall be referred to as “Parties” and each a “Party”. To the extent the Shell Fuel Card General Terms and Conditions and these the terms and conditions of the Telematics Agreement are in conflict, the Telematics Agreement will prevail in relation to the provision of the Telematics Solution.

The terms and conditions of Telematics Agreement, as amended, varied or supplemented from time to time, shall override any terms and conditions stipulated, incorporated or referred to by the Customer whether in any marketing material or elsewhere unless expressly agreed in writing between the parties.

1. Definitions and Interpretation

In addition to the definitions set out in the Shell Fuel Card General Terms and Conditions, the following words, terms or expressions shall have the following meanings:

“Anti-Bribery Laws” means the United States Foreign Corrupt Practices Act of 1977 and the United Kingdom Bribery Act 2010 (as amended from time to time) and all other applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit the bribery of, or the providing of unlawful gratuities, facilitation payments or other benefits to, any Government Official or any other person.

“Affiliate” means a Party’s ultimate parent company or a legal entity which the Party or the Party’s ultimate parent company directly or indirectly, through one or more intermediaries, controls. For this purpose: (i) a company is directly controlled by another company or companies if that latter company beneficially owns or those latter companies together beneficially own fifty per cent (50%) or more of the voting rights attached to the issued share capital of the first mentioned company; and (ii) a company is indirectly controlled by another company or companies if a series of companies can be specified, beginning with that latter company or companies and ending with the first mentioned company, so related that each company of the series (except the latter company or companies) is directly controlled by one or more of the companies earlier in the series.

“Charges” means the Subscription Fees and any other charges as set out in Offer Form to be paid by the Customer in connection with the Telematics Solution and any other reasonable charges notified to the Customer by Shell at any time and from time to time.

“Consequential Loss” means (a) indirect or consequential losses; and (b) loss of production, loss of product, loss of use, and loss of revenue, profit, or anticipated profit, whether direct, indirect, or consequential, and whether or not the losses were foreseeable at the time of entering into the Telematics Agreement.

“Customer” means any body corporate, partnership, group, firm or other person(s) that has agreed to subscribe to the Shell Telematics Solutions. References to ‘Customer’ in this Telematics Agreement shall include any reference to ‘Principal Cardholder’ within the Shell Fuel Cards Agreement.

“Data” means in relation to either party whose data is required to be stored pursuant to this Telematics Agreement (a “Data Controller”), means the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

- (i) supplied to the other party by or on behalf of the Data Controller or to the Data Controller by or on behalf of the other party; or
- (ii) generated, processed, stored or transmitted by the Data Controller pursuant to this Telematics Agreement.

“Driver ID and Driver Fob” means driver identification enabled devices which may include but are not limited to a buzzer, iButton reader and an iButton fob which is used to identify an individual driver of the Customer.

“Effective Date” means the date on which the first Hardware is installed on the Customer’s first Vehicle for the Telematics Solution.

“Government Official” means any official or employee of any government, or any agency, ministry, department of a government (at any level), person acting in an official capacity for a government regardless of rank or position, official or employee of a company wholly or partially controlled by a government (for example, a state owned oil company), political party and any official of a political party; candidate for political office, officer or employee of a public international organisation, such as the United Nations or the World Bank, or immediate family member (meaning a spouse, dependent child or household member) of any of the foregoing.

“Hardware” means any hardware required to enable the Telematics Solution delivery to the Customer (which may include but is not limited to the following: telematics “dongle”, antenna and power supply as specified by the Customer as well as any Driver ID and Driver Fob, or any other hardware as required), which shall be installed in a Vehicle to enable the provision of the Telematics Solution. For the avoidance of doubt, this shall specifically include Rental Equipment as well as any hardware rented, leased and/or loaned to the Customer in accordance with this Telematics Agreement.

“HSSE” means health, safety, security and environment;

“HSSE Standards” means (a) all HSSE policies, manuals, standards, rules and procedures, as communicated by Shell to the Customer at any time and from time to time;

“In-put Material” means all information, Data, materials, branding and any other IP Rights provided by the Customer for use in the Telematics Solution

“Insolvency Event” occurs when a Person (a) stops or suspends, or threatens to stop or suspend , payment of all or a material part of its debts, or is unable to pay its debts as they fall due; (b) ceases or threatens to cease to carry on all or a substantial part of its business; (c) begins negotiations for, starts any proceedings concerning, proposes or makes any agreement for the reorganisation, compromise, deferral, or general assignment of, all or substantially all of its debts; (d) makes or proposes an arrangement for the benefit of some or all of its creditors of all or substantially all of its debts; (e) takes any step with a view to the administration, winding up or bankruptcy of that Person; (f) is subject to an event in which all or substantially all of its assets are subject to any steps taken to enforce security over those assets or to levy execution or similar process, including the appointment of receiver, trustee in bankruptcy, or similar officer; (g) is subject to any event under the law of any relevant jurisdiction that has an analogous or equivalent effect to any of the Insolvency Events listed above.

“IP Rights” means any of the following existing anywhere in the world:

- (i) copyright, design rights (registered or unregistered), patents, inventions, logos, business names, service marks and trade marks (registered or unregistered), internet domain names, moral rights, rights in databases, data, source code, reports, drawings, specifications, know how, business methods, trade secrets, semi-conductor rights, topography rights, whether registered or unregistered, rights in the nature of unfair competition and the right to sue for passing off;
- (ii) applications for registration, and the right to apply for registration, for any of these rights; and
- (iii) all other intellectual property rights and equivalent or similar forms of protection.

“Laws” means all applicable national, municipal or state statutes, ordinances or other laws (including but not limited to anti-bribery laws), regulations, by-laws or any rules, codes or directions or any licence, consent, permit, authorisation or other

approval required by any public body or authority, local or national agency, department, inspector, ministry, official or public or statutory person (whether autonomous or not).

“Offer Form” means the application form completed and/or signed by or on behalf of the Customer relating to the acceptance of the provision of the Services in accordance with this Telematics Agreement.

“Personal Data” means any information relating to an identified or identifiable individual, unless otherwise defined under applicable Laws related to the protection of individuals, the processing of such information, and security requirements for and the free movement of such information. For the avoidance of doubt, the Telematics Data contains Personal Data.

“Rental Equipment” means the any hardware leased by Customer from Shell which is required to enable the Telematics Solution delivery to the Customer (which may include but is not limited to the following: telematics “dongle”, antenna and power supply as specified by the Customer as well as any Driver ID and Driver Fob, or any other hardware as required), which shall be installed in a Vehicle to enable the provision of the Telematics Solution;

“Restricted Party” means (a) any person targeted by national, regional, or multilateral trade or economic sanctions under Applicable Laws; (b) any person designated on the United Nations Financial Sanctions List, European Union (EU) or EU Member State Consolidated Lists, US Department of Treasury Office of Foreign Assets Control Lists, US State Department Non-proliferation Sanctions Lists, or US Department of Commerce Denied Persons List, in force from time to time; or (c) any affiliates or related parties of such persons; and (d) any person acting on behalf of a person referred to in the foregoing.

“Related Party” means in relation to a Party

- (i) any of its Affiliates;
- (ii) any person employed by that Party or its Affiliates;
- (iii) any director or other officer of that Party or its Affiliates; and
- (iv) any person acting for or on behalf of that Party or its Affiliates.

“Services” means the telematic services provided by Shell to the Customer pursuant to this Telematics Agreement.

“Shell Fuel Card General Terms and Conditions” means the terms and conditions which govern the use of fuel cards issued by Shell to the Customer;

“Shell Fuel Cards Agreement” means the agreement entered into by Shell and the Customer for the usage of fuel cards issued by Shell to the Customer;

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

“Subscription Fees” means the cumulative monthly subscription fees payable by the Customer to Shell for the Services, which may vary depending on the nature of telematics services provided hereunder and as set out in the Offer Form;

“Telematics Agreement” means these Shell Telematics general terms and conditions, which govern the provision of the Services and purchase or lease of the Hardware and shall include any appendices, schedules and attachments, all as amended, varied or updated from time to time;

“Telematics Data” means any Data collected, collated or derived from the use of the Telematics Solution by the Customer;

"Telematics Solution" means the Hardware and Services provided under this Telematics Agreement;

"Unauthorised Purpose" has the meaning given to that term in Clause 7.1.

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

"Working Day" means a day which is not a Saturday, Sunday or a Bank Holiday in Singapore.

"Working Hours" shall mean 0800 – 1800 Singapore Time on Working Days with the exception, to the extent relevant to the Services concerned, of any hours which are not considered to be working hours under any assumed contract.

2. Provision of Telematics Solution

- 2.1. Subject to acceptance by Shell of the Customer's application for the Services, Shell agrees to provide the Telematics Solution to the Customer in accordance with this Telematics Agreement.
- 2.2. The Services by Shell may only be activated once the Customer has registered for the Services, and upon the necessary Hardware being installed.
- 2.3. The Services will be provided both via an internet portal (the "Shell Telematics Portal") and/or a mobile phone application ("Shell Telematics App").
- 2.4. Shell may from time to time and at any time launch new Services which the Customer may wish to purchase. The Customer may purchase any new Services or may authorise any other person to do so on its behalf, and acknowledges that the Customer shall be responsible to pay for any additional charges.
- 2.5. Each Shell Telematics Solution Subscription Fee and the accompanying Charges shall apply for one Vehicle, and one set of Hardware only.

3. Hardware

- 3.1. The Customer may elect to purchase or lease the Hardware from Shell, for the purposes of the provision of Services.
- 3.2. Where the Customer elects to purchase the Hardware, the following conditions shall apply: -
 - (a) Customer shall pay an installation fee to Shell upon completion of installation of the Hardware in a Vehicle; and
 - (b) Title to the Hardware transfers from Shell to the Customer when Shell or its relevant licensors receive payment for the Hardware in accordance with the Telematics Agreement.
- 3.3. 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 Services subject to the terms and conditions stated herein, and shall procure that the Rental Equipment is installed in accordance with this Telematics Agreement;
 - (b) Time is of the essence for the Customer's payment of the Subscription Fees for the Rental Equipment to Shell; and
 - (c) Title to the Rental Equipment shall remain with Radius Fuel Cards Pte Ltd at all times (and as licenced to

Shell), and nothing contained in this Telematics Agreement shall confer or be deemed to confer any interest in the title of the Rental Equipment on the Customer.

- 3.4. The Customer shall accept the Hardware in the condition in which they are at the date of installation of the Hardware into the Customer's Vehicles. Shell does not in any way represent or warrant that the Hardware will be (i) without fault, defect or deficiency; (ii) new on delivery; and (iii) in strict conformance with any specification, drawing or description supplied by Shell to the Customer, unless otherwise agreed. Following acceptance by the Customer of the Hardware upon installation, all warranties expressed or implied by statute, common law, custom, usage or otherwise are expressly excluded.
- 3.5. The Customer shall at all times:
- (a) 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;
 - (b) 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; and
 - (c) inform Shell as soon as the Customer becomes aware of any damage to, defect in, loss or theft of the Hardware.
- 3.6. 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 12 below.

4. Shell Telematics Portal and Shell Telematics App

- 4.1. By using the Services, the Customer shall consent to and shall ensure its users and drivers acknowledge, are aware of and consent to the terms of use and data privacy policy set out within the Shell Telematics Portal and the Shell Telematics App as set out by Shell and as updated from time to time. The processing of Personal Data of the drivers shall be governed by the provisions of Clause 12 below. If Customer's users intend to sell or give away the mobile device on which the Shell Telematics App is installed, the Customer shall ensure its users and drivers must uninstall the Shell Telematics App from such mobile devices to prevent the use of any Shell Telematics App data by an unintended recipient. Upon the termination of these Services by Shell or the Customer, the Customer and its users and drivers shall no longer have any access to the Shell Telematics App and the Shell Telematics Portal.
- 4.2. The Shell Telematics functionalities accessible either via the Shell Telematics Portal and/or the Shell Telematics App, will include, but not limited to the following –
- (a) Live Map
 - (b) Journey History
 - (c) Driver Performance
 - (d) Vehicle Performance
 - (e) Geo Plus
 - (f) Business/private mileage
 - (g) Privacy

**The Customer acknowledges that not all the above functionalities are available on the Shell Telematics App.*

- 4.3. The Shell Telematics Portal and the Shell Telematics App enable Customer and its users to access the Services,

which includes but is not limited to the following:

- (a) View real-time information about the Customer's Vehicles (eg location of Vehicles and drivers of the Vehicles);
- (b) Monitor driver behaviour and view analytics on driver behaviour;
- (c) Change settings for the Services in tracking drivers setting up of groups of drivers;
- (d) Set location alerts and reminders for location-based events (eg when driver A is in an unauthorised area or uses an unauthorised route; and
- (e) analyse such information using reporting facilities .

- 4.4. The Customer shall nominate (in writing) a user to be set up as an administrator of, and who will be able to add users to, the Customer's account(s) for the Shell Telematics Portal and/or the Shell Telematics App. All users will be allocated (via email) a password and/or a user ID to enable them to use the Shell Telematics Portal and/or the Shell Telematics App.
- 4.5. The Customer undertakes that users are authorised to represent it, agrees that it is responsible for the safekeeping of passwords and/or user ID's, and that it will (and will ensure users do) comply with any instructions Shell may issue regarding use of the Shell Telematics Portal and the Shell Telematics App, including security measures such as password changes. The Customer is liable for the use of the Shell Telematics Portal and the Shell Telematics App by any person, authorised or unauthorised, who accesses the Shell Telematics Portal and 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) working 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.
- 4.6. The Customer shall (and shall ensure all users shall) report any malfunction of the Shell Telematics Portal and the Shell Telematics App to Shell without delay.
- 4.7. Whilst users are entitled to review the Data obtained via the Shell Telematics Portal and the Shell Telematics App and distribute it within the Customer's organisation, Shell's prior written approval will be required for any other use (including reproduction or publication) of such Data. Users are not permitted to make the Shell Telematics Portal and the Shell Telematics App, or any Data derived from the use of such, available to any third party.
- 4.8. Shell reserves the right to:
- (a) alter the format or content of the Shell Telematics Portal and the Shell Telematics App;
 - (b) undertake such maintenance, repair or improvement to the Shell Telematics Portal and the Shell Telematics App as may be required for their proper functioning, in which case it may suspend the Shell Telematics Portal and the Shell Telematics App (without notice in the case of an emergency) and/or give such instructions to users as it deems reasonably necessary; and/or
 - (c) suspend the Shell Telematics Portal and the Shell Telematics App or deny any users access in the event of breach of this Telematics Agreement.
- 4.9. The Customer accepts the Shell Telematics Portal and the Shell Telematics App and the Data available via these platforms are on an "as is where is" basis and any use of the Shell Telematics Portal and the Shell Telematics App shall be undertaken at the users' account and risk. Whilst Shell uses reasonable skill and care to ensure that the Shell Telematics Portal and the Shell Telematics App are available and the Data provided via the Shell Telematics Portal and the Shell Telematics App is accurate and complete, it cannot provide any guarantee in relation such

availability or Data. Shell is not responsible for the consequences of changes made to the functionality of the Hardware, or the Services via the Shell Telematics Portal and the Shell Telematics App.

- 4.10. Shell reserves the right to change the design of the Shell Telematics Portal and Shell Telematics App at any time and the nature and manner in which the Data within it are displayed.

5. Service Desk

- 5.1. Shell will provide a service desk that will be the point of contact for all Customers of the Services and which will provide response to telephone calls or emails during Working Hours.

5.2. Complaint/Issue/Incident Follow up, Resolution and Continuous Improvement

- (a) Shell shall investigate and manage the Customer's complaints, issues and incidents regarding the Services, and will apply reasonably appropriate measures to ensure non-recurrence of such relevant complaint, issue or incident, if they are substantiated.
- (b) If Shell is unable to resolve or repair previously accepted and operating Hardware or where Services have deteriorated such that Shell is unable to resolve such Services, then Shell will, at its own cost and expense remove and reinstall the Hardware, unless the issue or incident is due to damage to the Hardware or Services arising:
 - (i) Out of or due to fault of the Customer;
 - (ii) From the Customer's modifying or tampering with the Hardware from its condition as at the point of installation.
- (c) For the avoidance of doubt, where Shell has determined, in its sole discretion, that the issue or incident is due to damage to the Hardware or Services arising from the reasons stated in Clause 5.2(b)(i) and (ii) hereof, the Customer shall bear the full costs and expenses of such removal and reinstallation, including costs of the replaced Hardware.

6. Connectivity

- 6.1. Shell does not guarantee either that GPS or the mobile communication services will support the functionality offered by the Services at all times, or that the Customer will successfully be able to use the Services for the intended purposes, on the grounds that such use depends in part on circumstances that lie outside Shell's reasonable control, including such circumstances for which the Customer is responsible.

- 6.2. The electronic data transmission services provided as part of the Services may be subject to limitations and inaccuracies that lie outside Shell's control and Shell shall not be liable for such limitations and inaccuracies. This provision relates to the availability of the mobile communication and Internet access as well as any other part of the services provided by third parties.

7. Unauthorised Purpose

- 7.1. Customer shall not use the Services for any Unauthorised Purpose or in such a manner as to interfere with use by other customers of the Services. "Unauthorised Purpose" includes: (i) access to, use of, alteration of, or destruction of the data files, programs, procedures, or information of Customer or any other Shell customer, (ii) use with the intent to reverse engineer or clone the Services or Hardware, or (iii) use for any illegal or fraudulent purpose including, without limitation, Customer providing unauthorized access or use of the Services and Shell network management centre to a third party. Shell may, without liability, discontinue the Service to prevent use for an Unauthorized Purpose

or in response to an order from a regulatory or a government agency.

8. Rights Reserved by Shell

- 8.1. Shell shall be entitled at its sole discretion to revise the Services and the Charges at any time and will use reasonable endeavours to notify the Customer of such revisions. Shell reserves the right and shall be entitled at any time to: (1) add, delete or make changes to the Services; (2) add or substitute Hardware or Rental Equipment or any part of the Services; (3) upgrade or update any software currently in use in the Rental Equipment or Hardware.
- 8.2. Should Shell exercise any of the rights reserved, the Customer shall remain liable to pay the Charges in full.
- 8.3. Shell also reserves the right at any time and from time to time to amend the terms and conditions of this Telematics Agreement and/or such other terms and conditions agreed or accepted by the Customer. Such amendments will take effect as from such date as Shell may determine and the Customer may be notified of such amendments from time to time.

9. Charges

- 9.1. The Shell Telematics Solution is subject to the Charges, fees, and other payments as set out in the Offer Form or as otherwise agreed to by parties in writing.
- 9.2. For the avoidance of doubt, where the Services are terminated in the midst of a monthly invoicing cycle in accordance with this Telematics Agreement, Shell reserves the right to charge the Customer for the full monthly Subscription Fee during the month of termination.
- 9.3. Taxes

All Charges, fees, payments or values of consideration provided for under this Telematics Agreement are exclusive of Goods and Services Tax ("GST") chargeable under the Singapore Goods and Services Tax Act (Cap 117A) which, if applicable, will (unless specifically provided otherwise) be borne by the respective recipients of the relevant supply and are payable in accordance with the Singapore Goods and Services Tax Act (Cap 117A). Where GST is chargeable under the Singapore Goods and Services Tax Act (Cap 117A), an invoice in compliance with Regulation 11 of the GST (General Regulation) will be issued to the Customer.

10. Invoicing

- 10.1. All Charges shall be invoiced by Shell on the terms applicable to the Customer under the Shell Fuel Card Agreement. Specifically for any installation charges, such Charges will appear in the invoice within the same month if installation takes place before the 25th of that month. If installation takes place after the 25th, it will appear in the following month's invoice.

11. Payment

- 11.1. Payment by the Customer of any amount owed under this Telematics Agreement shall be made directly by the Customer, in the currency set out in the relevant invoice and, unless agreed otherwise by Shell in the Application, shall be made by means of payment in line with Customer's current payment methods for the Shell Fuel Card.

- 11.2. Settlement shall be in respect of the whole amount of all invoices due and owing at such date.
- 11.3. Without prejudice to Shell's right to terminate this Telematics Agreement, Shell reserves the right to charge interest on late payment and compensation for debt recovery costs to the maximum extent permitted under applicable law.
- 11.4. The Customer shall be liable for an additional service charge for each unpaid direct debit or for any other method of payment which Shell agrees to in the Offer Form and which fails to clear.
- 11.5. Security and Financial Limits
- (a) Shell reserves the right to call for any form of security in respect of the Hardware, the Charges and the Services and any other sums due under this Telematics Agreement. The provision of security shall not affect the Customer's liability under this Telematics Agreement.
 - (b) If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Shell's right to recover all amounts due from the Customer, Shell may terminate this Telematics Agreement immediately on notification to Customer.
- 11.6. No Set-Off
- (a) All payments made by the Customer or any credits or refunds due to the Customer shall be applied first in settlement of any interest due and secondly by Shell in its absolute discretion in reduction of any amount due to Shell under this Telematics Agreement.
 - (b) To the extent permitted by applicable law, no set off or counter claim shall be made against Shell in respect of a claim by any Customer against Shell.
- 11.7. Compliance with Anti-money Laundering Laws
- (a) Customer represents and warrants to Shell that its payments to Shell shall not constitute the proceeds of crime in contravention of anti-money laundering laws.
 - (b) Shell may terminate this Telematics Agreement immediately upon written notice to the Customer, if in its reasonable judgment supported by credible evidence, the Customer is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance.
 - (c) Only the Customer shall pay any invoice from Shell. No party other than the Customer shall pay any invoice without the prior consent of Shell.

12. Personal Data

- 12.1. Any Telematics Data collected through the Hardware, the Shell Telematics Portal or Shell Telematics App will be provided to Shell in its capacity of Data Controller and shall be transferred to the third party developer of the Services, Radius Fuel Cards Pte Ltd, acting in its capacity of Data Processor. By use of the Shell Telematics Portal, downloading and activating the Shell Telematics App on any mobile device, or by installing the Hardware in the Vehicle, Customer consents to the collection, use, and processing of Personal Data for the purposes as set out in Clause 12.3 below and in line with the Data Use Policy at Appendix 1 as well as any further and additional Privacy Policy for the Shell Telematics Portal that shall be communicated to the drivers and the users of the Shell Telematics Portal and/or the Shell Telematics App.
- 12.2. The Parties hereby acknowledge that the Customer, in its capacity as independent Data Controller, has provided to Shell the Personal Data of the drivers using the Vehicles subject to Services rendered under this Telematics Agreement.

- 12.3. In the course of performing this Telematics Agreement and/or for the purposes as set out below, the Customer consents and agrees (with respect to its Personal Data) and where any Personal Data is from any user of the Shell Telematics Portal or Shell Telematics App or driver of Customer, the Customer warrants and assures that it has notified such individuals about the processing of their Personal Data for the purposes of performance of the Telematics Agreement through the communication of the Shell Data Privacy Statement constituting Appendix 2 to this Agreement and if required, has procured or will procure the consent from such individuals to the collection, use, processing and transfer (whether inside or outside of Singapore and the European Economic Area) of Personal Data by Shell, its Affiliated Companies and other authorised agents or service providers (including but not limited to payment banks and debt collection agencies) for the purposes of the transactions and performance contemplated under this Telematics Agreement for the purposes:
- maintaining and promoting contact and relationship with Customer and the drivers;
 - analysis of the Telematics Data
 - the processing and recovery of payments;
 - account management including account verification (that is, ensuring that only Customer or individuals Customer has authorized can access Customer's account and information);
 - customer service and development;
 - performance of and analysis of market surveys and marketing strategies;
 - research
 - promotions and contests offered to Shell customers, including offering Customer and its drivers' digital rewards to recognise Customer and its drivers as valued customers; and
 - maintenance of Hardware and the Services (contacting customer for installation, uninstallation and fixes)
- 12.4. Shell will implement appropriate and reasonable security measures to protect the Telematics Data, including Personal Data, against unlawful or unauthorised (i) destruction (ii) loss (iii) alteration (iv) disclosure or (v) access. Shell will protect Personal Data against all other forms of unlawful processing, beyond what is necessary for the performance of the Services.
- 12.5. If the Customer has terminated the Services hereunder, Shell shall procure and ensure that the abovementioned third party developer Radius Fuel Cards Pte Ltd shall remove, destroy, anonymise or delete any Personal Data collected, transferred, processed and retained in the performance of the Services hereunder, within a reasonable timeframe in accordance with the Personal Data Protection Act 2012.

13. Intellectual Property

- 13.1. Customer acknowledges that all IP Rights in all materials, documentation, software or other information (including computerised information) provided by Shell to Customer in the use of the Hardware or the performance of the Services is the property of and will at all times remain vested in Shell (or its relevant licensors) and nothing in this Telematics Agreement shall operate to assign any such rights to the Customer. For the avoidance of doubt, the Customer shall be no right, title or interest in the Shell Telematics or the Services.
- 13.2. Save as granted under this Telematics Agreement, neither the Customer nor Shell shall acquire any right, title or interest in the other's IP Rights.
- 13.3. All IP Rights in:
- (a) Any improvements or enhancements to the Hardware or Services shall belong to and vest in Shell (or its licensors); and
 - (b) the Telematics Data, including any database rights, shall belong to and vest in Shell.

- 13.4. Customer shall have a royalty free, non-exclusive, non-transferable, revocable licence to use such material, documentation and software relating to the Shell Telematics solely to use the Services provided under this Telematics Agreement (including any updates, improvements or enhancements).
- 13.5. The Customer shall grant to Shell a royalty free, non-exclusive, non-transferable licence during the Subscription Period to use the Input Material as is necessary for the sole purpose of enabling Shell and or its relevant licensors to perform its obligations in relation to the Services and/or for Shell or its relevant licensors' internal business purposes.
- 13.6. The Customer shall not copy such material, documentation or software or alter, modify, adapt, translate, decompile, disassemble, reverse engineer or create derivative works of the Shell Telematics or the Services.

14. Termination

- 14.1. Notwithstanding the termination rights below, this Telematics Agreement will terminate automatically if the Shell Card Agreement between the Customer and Shell is terminated or expired (and not renewed), unless otherwise agreed.
- 14.2. Shell shall have the right, in its sole discretion to suspend or terminate the Customer's access to the Telematics Solution with seven (7) days' written notice should the following events occur: -
- (a) The Customer breaches any of the terms and conditions of this Telematics Agreement, and where capable of remedy, Customer has still failed to rectify such breach within seven (7) days after Shell's notice to Customer to do so; and
 - (b) The Customer use the Services and/or Hardware in a manner that is not in accordance with the instructions provided by Shell, or permitted hereunder or where determined inappropriate by Shell.
- 14.3. Shell shall have the right, in its sole discretion to immediately terminate the Telematics Agreement by written notice to Customer, if in Shell's reasonable opinion, Customer or any of its Related Parties when performing work in connection with this Telematics Agreement:
- (a)
 - (i) commits any or causes Shell or any of its Related Parties to be in breach of applicable Anti-Bribery Laws and anti-money laundering laws;
 - (ii) breaches Clause 19.3.5 of this Telematics Agreement;
 - (iii) commits any or causes Company or any of its Related Parties to be in breach of applicable competition laws; or
 - (iv) commits a material breach of the Laws not mentioned in paragraphs (i) and (iii) of this Clause 14.3(a) [i.e. (i) and (iii) immediately above];
 - (b) any conflict of interest arises between Customer or any of its Related Parties and Shell or any of its Related Parties, unless accepted in writing by Shell;
 - (c) The Customer is subject to an Insolvency Event;
 - (d) The Customer and/or any of its Related Parties becomes a Restricted Party; or
 - (e) The Customer and/or any of its Related Parties violates (in the opinion of Shell) HSSE Standards in connection with these Services.

If this Telematics Agreement is terminated the provisions of Clauses 19.3.5, 19.4.2, 19.4.3 and 19.4.4 shall survive

the termination or expiry of this Telematics Agreement.

- 14.4. Either party may suspend or terminate the Services by giving a minimum of one (1) months' written notice to the other, for reasons other than those set out in Clauses 14.1, 14.2, and 14.3 above.

15. Obligations upon Termination

- 15.1. On termination of the Services by either party:

- (a) the whole outstanding balance of the Customer's account and all Charges and sums due to Shell shall become due and payable in full to Shell and the right of the Customer to receive the Services shall cease immediately (but without prejudice to the rights of Shell already accrued at the date of termination);
- (b) Shell shall electronically de-activate the Hardware or Rental Equipment; and
- (c) the Customer shall remove Rental Equipment from all and any of its Vehicle at the Customers' sole cost with Shell's designated contractors, and shall uninstall the Shell Telematics App from all devices, and return the Rental Equipment in good, marketable condition within ten (10) days of the date of termination.

For the avoidance of doubt, if the Customer fails remove and return the Rental Equipment to Shell as set out in Clause 15.1(c) above within three (3) months from the date of termination, Company shall also pay to Shell a hardware loss charge calculated at the cost of purchasing the Hardware and the three (3) months' Subscription Fees for Rental Equipment.

16. Liability

- 16.1. Save to the extent that such liability cannot by law be limited or excluded, and notwithstanding anything to the contrary in this Telematics Agreement, neither Shell nor any member of the Shell Group shall be liable for any Consequential Loss suffered by the Customer or by any third party in connection with any Services, Hardware or the use of the Shell Telematics Solution, Shell Telematics Portal or Shell Telematics App.
- 16.2. Further, Shell shall not be liable to any Customer or any third party in respect of the fraud, negligence, act, default or omission or wilful misconduct of:
- (a) independent contractors engaged by Shell including but not limited to any of Shell's relevant licensors, or their employees, contractors or agents; and
 - (b) any participant of the Shell Telematics Solution or the Services including but not limited any employees of the Customer, or its customers or agents.
- 16.3. The Customer acknowledges and agrees that the Services including the Hardware, Shell Telematics Portal or Shell Telematics App and any related content or service are provided "AS IS AND WITH ALL FAULTS", and are used at the Customer's risk, without any warranties of any kind, including but not limited to fitness for purpose, reliability, availability, accuracy or completeness of responses, virus free, uninterrupted or error free operation.

17. Transfers

- 17.1. The Telematics Agreement is personal to the Customer and the Customer shall not be entitled to assign, transfer, mortgage or charge all or any of its rights, interests or obligations under this Telematics Agreement.

18. Law and Jurisdiction

- 18.1. The provisions of this Telematics Agreement shall be governed by the laws of Singapore and the parties hereby agree that any dispute or claim arising hereunder shall be submitted to the exclusive jurisdiction of the Singapore Courts.
- 18.2. Save as expressly set out in this Telematics Agreement, a person who is not a party to this Telematics Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of this Telematics Agreement.

19. Anti-bribery and Anti-Corruption

19.1. Conduct of Business

19.1.1. Customer acknowledges that:

- (a) it has received a copy of the Shell General Business Principles (or alternatively taken note of the Shell General Business Principles at www.shell.com/sgbp);
- (b) it has received a copy of the Shell Code of Conduct (or alternatively has taken note of the Shell Code of Conduct at http://www.shell.com/home/content/aboutshell/who_we_are/our_values/code_of_conduct/);
- (c) it has been made aware of the Shell Global Helpline at http://www.shell.com/report_concerns/index.htmlhttp://www.shell.com/home/content/aboutshell/who_we_are/our_values/compliance_helpline/.

19.1.2. Customer agrees that it and its Related Parties shall adhere to the principles contained in the Shell General Business Principles (or where Customer has adopted equivalent principles, to those equivalent principles) in all its dealings with, for or on behalf of Shell in connection with this Telematics Agreement and the business resulting therefrom. In the event that Customer or any of its Related Parties supply staff that work on behalf of Shell or represent Shell, Customer commits that such staff will behave in a manner that is consistent with the Shell Code of Conduct. Customer shall notify Shell immediately if it becomes aware of any behaviour by Shell staff, Customer or its Related Parties which is, or may be, inconsistent with the Shell General Business Principles, the Shell Code of Conduct or, where the Customer has adopted equivalent principles, their equivalent.

19.2. Compliance with Laws

Customer, in the performance of this Telematics Agreement and the business resulting therefrom, shall comply, and ensure compliance by its Related Parties, with the Laws.

19.3. Compliance with Anti-Bribery Laws

19.3.1. Customer represents and warrants that, in connection with this Telematics Agreement or the business resulting therefrom:

- (a) it is knowledgeable about Anti-Bribery Laws and anti-money laundering Laws applicable to the performance of this Telematics Agreement and will comply with all such Laws;
- (b) neither it nor a Related Party have made, offered or authorised or will make, offer or authorise any payment, gift, promise or other advantage, whether directly or through any other person or entity, to or for the use or benefit of any Government Official or any person where such payment, gift, promise or other advantage would (i) comprise a facilitation payment; and/ or (ii) violate the Anti-Bribery Laws;

19.3.2. Customer undertakes to immediately notify Shell if in connection with this Telematics Agreement or the business resulting therefrom it receives or becomes aware of any request from a Government Official or any

person for any payment, gift, promise or other advantage of the type mentioned in Clause 19.3.1(b).

19.3.3. Shell confirms that its appointment of Customer was expressly made on the basis that Anti-Bribery Laws and the Shell General Business Principles would not be violated. Customer acknowledges that the contents of this Telematics Agreement may be disclosed by Shell to third parties for the purposes of demonstrating compliance with this Clause.

19.3.4. Customer represents and warrants that neither it nor any of its Related Parties is a Government Official or other person who could assert illegal influence on behalf of Shell or its Affiliates. If any of the foregoing becomes a Government Official, Customer shall promptly notify Shell.

19.3.5. Customer shall indemnify, defend, and hold harmless Shell and its Related Parties from and against any and all losses, damages, claims, expenses, fines and penalties arising out of Customer's representations in this Clause 19.3 being untrue or arising out of Customer's breach of any of its warranties or undertakings in this Clause 19.3.

19.4. Audit Rights, Internal Controls and Records Keeping

19.4.1. Customer and its Affiliates shall maintain adequate internal controls and procedures to assure compliance with Anti-Bribery Laws including but not limited to procedures to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain such as the purpose of each transaction and to whom it was made or from whom it was received.

19.4.2. Customer shall maintain, either physically, by electronic media or on microfilm, all records and information related to this Telematics Agreement and/or any work statement in connection therewith for a period of five (5) years after the Telematics Agreement's end date. Such records and information shall include at a minimum all invoices for payment submitted by Customer to Shell along with complete supporting documentation. Customer shall ensure that its Related Parties and third party contractors comply with the requirement of this Clause 19.4.2.

19.4.3. Shell shall have the right to audit all information, rates and costs and expenses related to this Telematics Agreement in connection therewith at any time during and within five (5) years after termination of this Telematics Agreement. Shell or any person authorised by Shell may have access at all reasonable times to any place where the records are being maintained and Customer shall afford every reasonable facility for this right of access. Shell shall have the right to reproduce and retain copies of any of the aforesaid records or information. Customer shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed with Shell.

19.4.4. Upon Shell's request, Customer will, as soon as reasonably practical, provide Shell with all records relating to this Telematics Agreement and/or any work statement in connection therewith which are created or kept by its Related Parties or third party contractors.

APPENDIX 1
SHELL TELEMATICS SOLUTION
Data Use Policy

Shell Eastern Petroleum (Pte) Ltd (“Shell”) is responsible for the use of the data described below.

Use of Data

Data supplied by an applicant for the Shell Telematics Solution, and/or which relates to the account of a Customer, may be used or analysed by Shell Group in order to:

- process the application;
- establish any identity of the Customer’s drivers;
- operate the Customer’s account(s);
- facilitate access to and use of the Shell Telematics Portal and the Shell Telematics App;
- create reports as requested by the Customer based on the Telematics Data on the performance of the Customer’s fleet of drivers and performance of the Customer’s Vehicles;
- assess and/or review a Customer’s credit status and/or payment record on an ongoing basis;
- conduct customer screening for trade controls purposes;
- make decisions in relation to any Customer, including (without limitation), whether or not to limit the credit available, require (additional) security, suspend the provision of Services or Hardware or terminate the Telematics Agreement;
- trace debtors / recover debt;
- confirm, update and enhance Shell customer records;
- monitor volume and spend information;
- conduct market research and/or statistical analysis (for example in relation to credit, insurance and fraud);
- identify and (if possible) prevent money laundering and fraud; and
- for marketing purposes (subject to any objections received and/or consents obtained, for which see below).

In each case the processing will take place at any time during the course of the application process and/or the Telematics Agreement, and may continue after that Telematics Agreement has ended.

Recipients and Sources of Data

Members of the Shell Group may therefore disclose data relating to a Customer, a user, driver and/or a driver’s account(s) to, or obtain data from, any of the following:

- the participants in the Shell Telematics Solution, such as Radius Cards Pte Ltd and its Related Parties, and/or any other company that is permitted to supply products and/or services to Shell for the Shell Telematics Solution;
- any agents, service providers and/or subcontractors of the Shell Group;
- any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under the Shell Telematics Agreement;
- referees, guarantors or other persons providing references or security in relation to a Customer’s obligations;
- credit reference and/or fraud prevention agencies (e.g. Experian and CIFAS); and/or
- any other person(s) required or permitted by law or any regulatory authority.

In each case the recipients of the data may be located in countries outside Singapore and the European Economic Area that do not have laws to protect personal information, however in these circumstances Shell will use all reasonable endeavours to ensure that any personal data is appropriately protected.

Please note that data will be held on Shell Group IT systems, and that in some circumstances this may be accessed by other companies or individuals associated with a Customer (for example representatives of other companies in the same company group as the Customer).

Marketing

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

Members of the Shell Group may also use the information supplied in an application and/or during the course of a Shell Telematics Agreement to contact Customers, drivers and/or their representatives regarding their use of the Hardware or Services. Any objection to such contact may be registered by: ticking the box supplied on the relevant application, nomination or registration form, or using the 'unsubscribe' facility on any related email.

Credit Checks

When processing an application and during the term of any Shell Telematics Agreement, Shell or its nominees may assess the creditworthiness of any applicant or Customer, as well as that of any person(s) associated with any Customer (creditworthiness may be assessed with reference to such associated persons). In assessing creditworthiness: (a) credit scoring or other automated decision making processes may be used; and (b) records held by credit reference agencies may be searched. The consumer credit history of individuals linked to a Customer may also be assessed, but only with their permission. The credit reference agencies will add details of the search and the application to their records, and these may be seen by other organisations that make searches. Information held by the credit reference agencies regarding any Customer may already be linked to records relating to associated persons, or the information provided may create such a link.

Contacting Shell

In the event that any applicant or Customer, or Customer's drivers becomes aware that their Shell Telematics related information is inaccurate, incomplete or needs updating in any respect, or wishes to access such information, they should contact 1 800 261 5322.

Appendix 2

SHELL FUEL CARD and TELEMATICS Privacy Statement

Your privacy matters to us so please take a moment to familiarise yourself with this Privacy Statement and contact us if you have any questions or queries. This Privacy Statement complements the Privacy Policy [Hyperlink reference not valid.](http://www.shell.com.sg/privacy.html) for Shell Fuel Cards and the Privacy Policy available at <http://www.shell.com.sg/privacy.html>

What does this Privacy Statement cover?

This Privacy Statement provides information about personal data which is collected and processed in the context of the issuance and use of the **SHELL FUEL CARDS** and in the context of the **SHELL TELEMATICS SOLUTION**. The **SHELL TELEMATICS SOLUTION** collects real time information on the vehicle location, vehicle and driver's performance, driver's performance as well mileage, business/private trip distinction, depending on the option chosen by your employing or contracting company. Data is collected real time through technology installed in the vehicle. The purpose of the Telematics Solution is to increase safety and efficiency of the fleet of vehicles of **SHELL FUEL CARD** Customers.

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

Source of data

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

Your data will be collected through the **SHELL TELEMATICS SOLUTION** either with a direct identifier to you as a driver (Driver ID) or through the application of other indirect identifiers.

Purposes for processing the data collected

Your personal data (as a driver) in a vehicle with installed **SHELL TELEMATICS SOLUTION** and/or a **SHELL FUEL CARD** cardholder is processed for the purposes:

- maintaining and improving the safety and efficiency of the fleet of vehicles of **SHELL FUEL CARD** Customers;
- in limited circumstances, personal data collected through the **SHELL TELEMATICS SOLUTION** may be used to address the consequences of traffic offences (including the notification to the competent law enforcement authorities), investigation of accidents and incidents as well as other internal investigations and audits;
- establish a cardholder's identity if this option has been requested by the employing or contracting company;
- operate the cardholder's account(s) and facilitate access to and use of the online services relating to **SHELL FUEL CARD**;
- assess and/or review the card status and/or purchase record of the **SHELL FUEL CARD** on an ongoing basis;
- conduct screening for trade controls and anti-bribery and corruption purposes;
- monitor volume and spend information;
- trace and recover **SHELL FUEL CARD** debt where the data refers to a company (representative);
- conduct aggregated market research and/or statistical analysis;
- identify and (if possible) prevent money laundering and fraud; and/or
- marketing and commercial communication subject to any consent obtained.

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

Marketing

Shell will only send marketing to individuals within your organisation if consent has been given or not withheld; individuals are free to withdraw their consent at any time. Consent may also be withdrawn at any time by your company's authorised representative.

Who is responsible for any personal data collected?

Shell Eastern Petroleum (Pte) Ltd is the Data Controller for processing personal data.

Sharing your personal data

Your personal data that is collected as a part of the **SHELL FUEL CARDS** or **SHELL TELEMATICS SOLUTION** may be transferred within the Shell group, including to Shell companies in the Economic European Area ("EEA") for the purposes specified above. Shell ensures that these entities implement adequate levels of protection in order to safeguard your personal information and will not use your personal information for any other purposes than the ones set out in this Privacy Statement. Please note that Shell has adopted Binding Corporate Rules approved by the European Union data protection regulators as a mechanism to implement adequate levels of protection for transfers of personal data within the Shell Group of companies.

Except as set out in this Privacy Statement, we will not disclose your Personal Data without your permission unless we are legally entitled or required to do so (for example, if required to do so by legal process or for the purposes of prevention of fraud or other crime) or if we believe that such action is necessary to protect and/or defend our rights, property or personal safety and those of our users/customers or other individuals.

Your rights

You have the right of access to your Personal Data collected through the **SHELL FUEL CARD** and/or **SHELL TELEMATICS** Solution as well as the right to request correction or deletion of such Personal Data (but only where it is no longer required for a legitimate business purpose).

Who can I contact for more information?

For any additional queries, you can call 1 800 261 5322.