

## **General Terms and Conditions for Shell Card**

The following Terms and Conditions govern the use of fuel cards issued by Wafi Energy Pakistan Limited (Formerly known as Shell Pakistan Limited) (“**Wafi**”) and associated services. Unless otherwise agreed in writing between Wafi and the Principal Cardholder, these Terms and Conditions, as amended from time to time, supersede any earlier terms and conditions issued by Wafi and shall override any terms and conditions referred to by the Principal Cardholder (whether in its Application or elsewhere).

### **Agreement for Shell fuel card between Wafi and principal cardholder**

#### **Terms & Conditions**

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#### **1. Definitions**

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

“**Agreement**” means the agreement for Shell Fuel Card Terms & Conditions with a Principal Cardholder for the supply of Cards, including the Shell Fuel Card Application, these Terms and Conditions posted on the Webpage, and any schedules, appendices and attachments, as may be amended from time to time.

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

“**Applicant**” means the body corporate, partnership, group, firm or other person(s) applying for Cards, and any person who accepts the Terms & Conditions by submitting the Application

“**Application**” means the Shell Fuel Card Application Form and/or any documentation sent to and submitted on behalf of the Principal Cardholder, in which the Principal Cardholder seeks to enter into the Agreement.

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

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

“**Card**” means any card issued to the Principal Cardholder by Wafi for the purpose of enabling Cardholders to purchase Supplies.

“**Card and Service Charges**” means the fees or other charges as set out in the Agreement or other written correspondence, and as further described in Clause 7.

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

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

**“Denied or Restricted Party”** shall mean a party (i) targeted by national, regional or multilateral trade or economic sanctions, including, but not limited to, persons designated or listed by the United Nations, United States of America, European Union (EU) or an EU Member State in force from time to time or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons. **“Intellectual Property”** means patents, trademarks, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or business names, copyright (including rights in computer software) and topography rights; know-how, lists of suppliers and customers and other proprietary knowledge and information; internet domain names; rights protecting goodwill and reputation and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licences and consents in respect of any of the rights and forms of protection mentioned in this definition.

**“Online Services”** means the facilities available through the Wafi Website.

**“Password”** means any password or code issued to a User by Wafi for use in connection with the Online Services. **“PIN”** means the Cardholder’s personal identification number.

**“Personal Data”** means any information relating to an identified or identifiable individual, including through identification by means of online identifiers, device IDs, IP addresses or similar methods.

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

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

**“Prohibited Parties”** means any party sanctioned by the government of United Kingdom, Switzerland, the European Union, the United States of America, the United Nations or the World Bank, (ii) owned or controlled by any sanctioned party; (iii) any oil or gas company majority – owned by a state or any entity of a state in the territory,

**“Restricted Jurisdiction”** means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws applicable to the performance of this Agreement. As of the date of this Agreement, Restricted Jurisdictions include Cuba, Crimea, Sevastopol, Iran, North Korea, Sudan, Russia, Russian Federation, Russian Origin, Belarus, Venezuela, India, Israel, Syria and Specially Designated Nationals.

**“Sales Voucher”** means a voucher (manually or electronically produced) recording the delivery of Supplies to a Cardholder in a Card transaction. **“Wafi”** means Wafi Energy Pakistan Limited (Formerly known as Shell Pakistan Limited).

**“Shell Group”** means Shell plc

**“Wafi Website”** means [www.wafi-energy.com](http://www.wafi-energy.com) such other URL as is notified to the Principal Cardholder from time to time.

**“Supplies”** means any goods or services which a Cardholder may obtain from Retailer pursuant to this Agreement. The purchase category which applies to any given Card will appear on the face of the Card.

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

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

**“Velocity Limit(s)”** means any control(s) or limit(s) set or agreed by Wafi on the use of any individual Card and/or any Card account and enforced by the technology of Wafi systems or described in any individually applicable contracts or product definitions.

**“Webpage”** means <https://www.shell.com.pk/shell-fuel-card/shell-fuel-card.html>

**“Shell Telematics Services”** means the services provided by Wafi to the Principal Cardholder via Shell Telematics, as well as any medium used to access and use the functionalities of the Services, including the Shell Telematics Portal.

**“Shell Telematics”** means a value proposition offered to Shell Fuel Card Customers to which if they subscribe, they can view integrated datapoints for their Shell Fuel Card transaction data and vehicle tracking data.

**“Vehicles”** means the vehicles either legally owned, hired or leased by the Principal Cardholder.

**“Tracking Company”** means the company from who the Principal Cardholder has bought tracking devices and/or fuel sensors from for the Vehicles

**“Partner Tracking Company”** means the company that has been included by Wafi as part of its list of approved tracking companies to partner with for Wafi Telematics.

**“Mapped Shell Cards”** or **“Mapped Cards”** means all Shell Cards issued to the Principal Cardholder, that have been linked to a Vehicle with a tracking device and/or a fuel sensor bought from a Partner Tracking Company, by the Principal Cardholder via the Portal.

**“Unmapped”** means the act of unlinking a Mapped Cards from a Vehicle with a tracking device and/or fuel sensor bought from a Partner Tracking Company, by the Principal Cardholder via the Portal.

**“Mapped Vehicle”** means all Vehicles with a tracking device and/or a fuel sensor bought from a Partner Tracking Company, that have been linked to a Card, by the Wafi Telematics User via the Shell Telematics Portal.

**“Shell Telematics Portal”** means a website on the internet via which the functionalities of the Shell Telematics Services can be accessed and used by the Principal Cardholder.

**“Shell Telematics Alerts”** means the messages or emails received by the Shell Telematics User on the designated mobile phone number or email address in connection with the Shell Telematics Services. Shell Telematics Alerts shall be activated via the Shell Telematics Portal and thus form an integral part of the Shell Telematics Portal.

**“Shell Telematics Application Form”** means the application form that needs to be filled out by the Principal Cardholder to subscribe to the Shell Telematics Services

**“Shell Telematics User”** means the individual who has been authorized by the Principal Cardholder to access and use the Shell Telematics Services on behalf of the Principal Cardholder.

**“Shell Telematics User ID”** means any identification or login details given by Wafi to the Shell Telematics User in connection with the Shell Telematics Services

**“Wafi Telematics Password”** means any password or code that is either given by Wafi to the Shell Telematics User in connection with the – Shell Telematics Services or that is created by the Shell Telematics User themselves in connection with the Shell Telematics Services.

**“Shell Telematics Confidential Information”** means, without limitation, all financial, operational, commercial and other information, data, experience and knowledge of either Party or its Affiliates relating to the subject matter hereof and which is directly or indirectly disclosed hereunder whether in writing, oral or electronic form, including without limitation, a Party’s or a Party’s Affiliates’ pricing information and information related to a Party’s or a Party’s Affiliates’ product formulations and any branding of Shell Telematics.

**“Person”** means a natural person or a legal entity, including any partnership, limited partnership, limited liability company, corporation, firm, trust, body corporate, government, governmental body or agency, or unincorporated venture.

**“Shell Telematics Data”** means any Data collected, collated or derived from the use of Shell Telematics Services by the Principal Cardholder, including the use of Shell Telematics Services by the Drivers of the Principal Cardholder. In relation to the Party whose data is required to be stored pursuant to usage of Shell Telematics Services, 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 usage of Shell Telematics Services. Data includes personal data collected of any identifiable individual, due to usage of the Shell Telematics Services.

**“Shell Telematics Drivers”** means the drivers using the Vehicles subject to the Shell Telematics Services, including, but not limited to, permanent or temporary employees, contractors, trainees or other members of staff.

**“Processing”** Any operation that is performed on Shell Telematics Data, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Shell Telematics Data

**“Data Controller”** The Person that alone or jointly with others determines the purposes and means of the Processing of Shell Telematics Data.

**“Data Processor”** The Person that processes Shell Telematics Data on behalf of a Data Controller.

**“Shell Telematics Subscription Fees”** means the subscription fees payable by the Principal Cardholder to Wafi for the Shell Telematics Services, which may vary depending on the nature of the Shell Telematics Services provided to the Principal Cardholder.

**“Shell Telematics Trial Period”** means the time period in which the Shell Telematics User can use the Shell Telematics Services without paying the Shell Telematics Subscription Fees to Wafi Energy Pakistan Limited.

**“E-Intimation”** means the process of issuing, transmitting, receiving and storing of an invoice using Online Services by the Principal Cardholder.

## **2. Applications and Acceptance of Terms and Conditions**

2.1 Submission of an Application by the Principal Cardholder constitutes acceptance of these Terms and Conditions by the Principal Cardholder, on behalf of itself and any Associated Person in relation to which the Principal Cardholder has submitted an Application.

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

2.3 In the event that the Principal Cardholder submits an Application for and on behalf of Associated Persons and/or discloses information to Wafi about Associated Persons, the Principal Cardholder represents and agrees that it:

- (a) is liable for any transactions made using Cards that are supplied to such Associated Persons;
- (b) has the necessary authority to act on behalf of the Associated Persons, is entitled to disclose information about the Associated Persons, and has any consent required to do so;
- (c) shall provide accurate information about the Associated Persons. In the event Wafi incurs any loss or harm due to the information provided, the Principal Card Holder shall indemnify Wafi in relation to the same;
- (d) is aware (and has made any Associated Persons aware) that the information provided may be held within systems run by or on behalf of the Wafi and representatives of any Associated Person (including, for the avoidance of doubt, the Principal Cardholder) may be able to access information relating to other Associated Persons as well as itself, in accordance with the provisions of Clause 12, Personal Data below;
- (e) will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent to such an assessment in accordance with the procedures required by Wafi;
- (f) is aware (and has made any Associated Persons aware) that the information provided by it may create a link between Associated Persons at any credit reference agency, and that this link will be taken into account in all future Applications by any Associated Person until a disassociation is successfully filed with the relevant credit reference agency(ies);
- (g) will inform Wafi without delay (and cancel the relevant Card(s)) in the event that links with any Associated Person(s) are severed such that it should no longer be treated as an Associated Person by Wafi.

2.4 Reissue and/or ‘resale’ of Card is not permitted.

## **3. Account Set-up and Supply of Cards**

3.1 The Principal Cardholder will submit an online Application to Wafi containing all the information required. Wafi has the right to accept or reject an Application at its sole discretion, without assigning any reason whatsoever. Upon acceptance of an Application, Wafi will set up the relevant customer account(s) and arrange for the production of the Card(s) encoded and embossed with the Cardholder's data, the production of a PIN and the subsequent mailing of Card(s) and the PIN Mailer(s) to the Cardholder, where appropriate.

3.2 Wafi may require any Applicant and/or Cardholder to: use account opening information sent to a verified address to activate a Card; provide physical forms of identification or other documentation/confirmations; or provide the name, address and other personal details of directors, shareholders, partners or other relevant person(s) for their identities to be verified. Wafi may also contact the Applicant and/or Cardholder in order to carry out additional checks. The Principal Cardholder shall notify Wafi, in writing and without delay, of any changes (set out in the Application or otherwise) to the details relating to it, its account and/or any Cardholder.

3.3 PINs will be produced by Wafi. The Principal Cardholder must ensure that a separate and appropriately secure PIN is set for each Card. Each PIN shall only be used by the relevant Cardholder and shall not be disclosed to any other person including Retailer and the site attendant. The PIN must be memorised by the Cardholder and any document on which it was supplied must be destroyed. The PIN must not be kept in any other written format. The Principal Cardholder is liable for any failure to comply with these requirements and will also be liable for the use of any Card with a PIN by any person, authorised or unauthorised, prior to actual cancellation of a Card.

3.4 All requests for additional Cards shall be made by a User via the Online Services. If an additional Card is requested, Wafi may demand reasonable additional financial security and any other information required by Wafi. If the Principal Cardholder fails to provide such security and/or information, Wafi has the right to decline the additional Card request.

3.5 All delivery addresses for Cards (and any PIN Mailers) which differ from the addresses recorded on the Application must be confirmed by the Principal Cardholder via the Online Services. Wafi may require the Principal Cardholder to provide proof of trading from such address. Replacement Cards will be sent to the Principal Cardholder's registered or principal address, as recorded on the Application (or updated by the Principal Cardholder by notice in writing to Wafi).

#### **4. Card Use**

4.1 The Principal Cardholder shall use all reasonable endeavours to ensure that Cards are only in the possession of and only used by Authorised Cardholders. A Card shall not be valid unless the signature strip on the reverse of the Card has been completed in accordance with the instructions issued by Wafi from time to time. The Cards remains the property of Wafi at all times and the Principal Cardholder shall promptly return any Card(s) to Wafi at Wafi's request.

4.2 The Cardholder can only use the Card:

(a) if it is a current Card which has not expired, been cancelled, been stopped or reported as lost or stolen; and

(b) to obtain Supplies from a Retailer; and

(c) to obtain Supplies as defined by the purchase category of the Card and within the geographical and network restrictions of the Card; and

(d) to obtain Supplies up to any Velocity Limit(s); and

(e) if the Cardholder inputs the PIN where required by the Retailer.

4.3 The Principal Cardholder acknowledges that:

(a) Supplies may be purchased directly from Wafi whether or not Wafi actually delivers the Supplies (the relevant Retailer may physically deliver Supplies); or

(b) Supplies may be purchased from and therefore invoices rendered by a Retailer, rather than Wafi. In all cases however, the Principal Cardholder is obliged to make payment for the Supplies to Wafi.

4.4 It is the obligation of the Cardholder to collect and retain any Sales Voucher issued at the time Supplies are purchased. However, verification of the Authorised Cardholder's signature on the Sales Voucher is outside the scope of this Agreement, and Wafi shall not be liable for any loss, expense or damage incurred by the Authorised Cardholder, in this regard.

4.5 Cardholders are responsible for keeping their Card safe, and in their possession at all times. Cardholders may not leave Cards at Retailer's premises, or anywhere else.

4.6 The Principal Cardholder shall ensure that (i) each Authorised Cardholder complies with the Agreement and any procedural requirements of a Retailer in respect of any Card transaction, (ii) that no Card remains in the possession of any person who has ceased to be an Authorised Cardholder, and (iii) represents and warrants that each Authorised Cardholder has been given authority to use the Card as a duly authorised representative of the Principal Cardholder.

4.6 Where a Cardholder or a person purporting to be a Cardholder of a Card which has not been reported lost or stolen and who provides a credible form of identification (in the sole discretion of the Retailer) obtains Supplies and either does not have the Card with them or the Card cannot be processed for any reason, such person may (at the discretion of the Retailer) fill in an intent to pay form, promising to pay the Retailer for the Supplies within 7 days. Where such a person fails to do so, Wafi shall be entitled to treat the transaction as if the Card had been presented and successfully processed, such that the Principal Cardholder shall be liable for the Supplies and the amount outstanding in respect of such Supplies shall be added to the Principal Cardholder's next invoice.

4.7 Wafi reserves the right to refuse any single Card transaction from time to time for any reason connected with Card or account security and the Principal Cardholder hereby acknowledges and accepts that Wafi shall not be liable in any way for such refusal. Notwithstanding any Velocity Limit(s) or other controls, the Principal Cardholder shall be liable for the use of any Card by any Cardholder save as expressly provided for in this Agreement, and (in particular) shall remain liable in respect of any Card transaction in the event of any failure by a Cardholder to comply with the terms of this Agreement.

## **5. Online Services**

5.1 The Online Services enable Users to manage orders relating to their Cards, retrieve information regarding Card transactions and to analyse such information using reporting facilities available within the Online Services.

5.2 The Principal Cardholder shall nominate a User to be its administrator, i.e. be able to add other Users to the Principal Cardholder's account(s). All Users will be allocated (via email) a Password and/or a User ID to enable them to use the Online Services.

5.3 The Principal Cardholder undertakes the following; (i) Users are authorised to represent the Principle Cardholder, (ii) the Principal Cardholder is responsible for the safekeeping of Passwords and/or User ID's, and (iii) the Principle Cardholder will (and will ensure Users do) comply with any instructions Wafi may issue regarding use of the Online Services, including security measures such as Password changes.

5.4 The Principal Cardholder is liable for the access to and use of the Online Services by any person, authorised or unauthorised, who accesses the Online Services using any Passwords and/or User IDs issued to the Principal Cardholder.

5.5 The Principal Cardholder shall (and shall ensure all Users shall) report any malfunction of the Online Services to Wafi without delay via Customer Service Center by calling 021-111-345-543 or by email at [generalcardrequest-pk@wafi-energy.com](mailto:generalcardrequest-pk@wafi-energy.com).

5.6 Users are entitled to review the data obtained via the Online Services and distribute it within the Principal Cardholder's organisation, However, Wafi'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 Online Services, or any data derived from the use of the Online Services, available to any third party.

5.6 Wafi reserves the right to

(a) alter the format or content of the Online Services;

(b) undertake such maintenance, repair or improvement to the Online Services as may be required for their proper functioning, in which case it may suspend the Online Services (without notice in the case of an emergency) and/or give such instructions to Users as it deems reasonably necessary. Wafi shall not be liable for any loss or inconvenience suffered by the Users in this regard; and/or

(c) suspend the Online Services or deny any User access in the event of breach of this Agreement.

5.7 Advance Controls Tool: The 'Advanced Controls Tool' is a portal through which a User can, via the Online Services, set restrictions as to the use of the Cards (in addition to those controls that are set by Wafi). Additional Card and Service Charges will be payable in the event that a Principal Cardholder chooses to use this tool. The Principal Cardholder is responsible for the accuracy of the information provided when the controls are set, and Wafi cannot be held liable for any operational consequences following from the Principal Cardholder's choices. The Principal Cardholder shall inform Cardholders of the additional controls set, and shall ensure that the Alerts set in the Online Services are adjusted to reflect the additional controls that have been chosen. Any controls shall be effective within 24 hours from modification within the Online Services.

5.8 The Principal Cardholder accepts the Online Services and the data available via these services "as is" and any use of the Online Services shall be undertaken at the User's account and risk. Whilst Wafi uses reasonable skill and care to ensure that the Online Services are available and the data provided via the Online Services is accurate and complete, it cannot provide any guarantee in relation to such availability or data. Wafi is not responsible for the consequences of changes made to Card functionality via the Online



Services. Delivery of an Alert does not relieve the Principal Cardholder of liability for the use of any Card(s) that is(are) the subject of an Alert.

5.9 Whilst Wafi is determined and endeavors to provide services to the highest standards, it is accepted that Wafi shall not be liable for any loss, harm, damage or claim arising from the unauthorized access of the Online Services, hacking or transmission or any virus which causes damage or loss to the User or Authorised Cardholder.

## **6. Cancellation of Cards and Principal Cardholder Liability**

6.1 If a Card is lost, stolen, misused, remains in possession of a person who has ceased to be an Authorised Cardholder, or the Principal Cardholder wishes to cancel a Card for any other reason, the Principal Cardholder shall immediately notify Wafi. Such notification may be made either via the Online Services, or if the Cards are not managed via the Online Services, where the request is made in writing to [generalcardrequest-pk@wafi-energy.com](mailto:generalcardrequest-pk@wafi-energy.com) or by calling the Wafi Customer Service Centre 021-111-775-200.

6.2 Where a Card is lost, stolen or misused, the Principal Cardholder shall provide Wafi with all relevant information as to the circumstances of the loss, theft or misuse, and take all reasonable steps to assist Wafi to recover the relevant Card(s). The Principal Cardholder must also notify the police of any loss, theft or misuse and obtain a police report, a copy of which must be provided to Wafi [generalcardrequest-pk@wafi-energy.com](mailto:generalcardrequest-pk@wafi-energy.com). The Principal Cardholder shall ensure that any cancelled Card is destroyed, and such destruction shall include cutting the magnetic strip on the Card (this also applies to any Cards that have been reported as lost or stolen, but are subsequently recovered). Wafi shall not be liable for any loss arising from fraud and/or misuse of a Card which has not been properly destroyed and disposed off as per the procedure set out in this clause, and any cost, expense or damage incurred by Wafi in this regard, shall be paid by the Principle Cardholder.

6.3 Wafi will cancel a Card once a cancellation request has been made via the Online Services or the Wafi Customer Service Centre. The Principal Cardholder shall have no further liability for Card transactions made with the relevant Card after submission of such a request.

6.4 Wafi may request the return of all/any Cards or cancel or suspend all/any Cards or Card accounts at any time without notice, or refuse to reissue, replace or renew any Card during any period in which:

- (a) fraudulent, illegal or unlawful use of any Card or Card account is suspected;
- (b) Wafi receives a credit reference in relation to the Principal Cardholder which in Wafi's reasonable opinion is unsatisfactory; or
- (c) any Cardholder is in breach of this Agreement.

6.5 Where Cards or Card accounts are cancelled or suspended without notice, Wafi shall notify the Principal Cardholder as soon as reasonably practicable. Where any Card account is suspended by Wafi for any reason, all monies due from the Principal Cardholder to Wafi shall become payable forthwith, and Wafi may require the Principal Cardholder to make payment of such before the account is reactivated.

6.6 Any request for return or cancellation or suspension of a Card is made by Wafi without prejudice to the Principal Cardholder's liability in respect of use of any Cards prior to the actual cancellation or destruction of the relevant Card.

## **7. Prices and Card and Service Charges**

7.1 The amount to be charged for fuel is calculated by reference to the price mechanism set out in the Application, or as otherwise agreed in writing between the parties. All fuel prices are subject to the regulation of OGRA (Oil and Gas Regulatory Authority), the amount to be charged per litre of fuel will be calculated as per OGRA set prices at Shell branded service stations in Pakistan.

7.2 The amount to be charged for all Supplies, excluding fuel shall be as specified in the Application or other written correspondence between Wafi and the Principal Cardholder, or (in the absence of such specification) the relevant Card transaction value shown on the Sales Voucher or, where no Sales Voucher is issued at the time the service is provided, the amount shown on the relevant invoice.

7.3 The scope and rate of any Card and Service Charges for which the Principal Cardholder shall be liable shall be set out in the Application or other written correspondence between Wafi and the Principal Cardholder and may be amended from time to time at Wafi's discretion.

7.4 All Card and Service Charges relating to the preceding invoice/statement period shall be added to the Principal Cardholder's next invoice/statement and shall be payable in accordance with Clause 9.

## **8. Invoices and Statements**

8.1 Invoices and/or statements will be sent or made available to the Principal Cardholder at the billing period intervals determined by Wafi from time to time. The invoice/statement will detail the Card transactions (including the amount charged for the relevant billing period, together with any Card charges and Service Charges).

8.2 Any queries concerning any invoice or statement, including but not limited to requests for copies of Sales Vouchers, must be in writing and be sent by the Principal Cardholder to Wafi within 20 days of the date of the relevant invoice/statement.

8.3 In the case where E-Intimation has been enabled by Wafi for the Principal Cardholder, the Principal Cardholder will not receive a paper invoice and/or statement. However, the Principal Cardholder may apply for an alternative method of invoicing, if the Principal Cardholder does not wish to continue with E-Intimation.

## **9. Payment**

9.1 Payment by the Principal Cardholder of any amount owed under this Agreement shall be made directly by the Principal Cardholder, in the currency set out in the relevant invoice, unless agreed otherwise by Wafi in the Application.

9.2 Settlement shall be in respect of the whole amount of all invoices due within the time period agreed between the Parties. The Principal Cardholder may only use a third party to make payment on its behalf with Wafi's prior written consent.

9.3 Without prejudice to Wafi's right to terminate this Agreement, Wafi reserves the right to charge interest on late payment and compensation for debt recovery costs to the maximum extent permitted under applicable law.

9.4 If payment of the entire debit balance shown on the Account is not received by Wafi in full by the Payment Due Date, Wafi shall be entitled to charge Late Payment Charge at a rate of Two and half per centum (2.5%) per month on the unpaid balance (subject to a minimum of Pak Rupee 1000 (Rs.1000.00) whichever is higher). Wafi may debit the Account in respect of any Late Payment Charge or fee at monthly or such other intervals as may be determined by Wafi. Wafi reserves the right to amend this provision from time to time as it deems fit subject to prior written notification to Principal Cardholder.

## **10. Security and Financial Limits**

10.1 Wafi reserves the right to call for any form of security in respect of Card transactions and any other sums due under this Agreement. The provision of security shall not affect the Principal Cardholder's liability under this Agreement. The specific interest rate may be set out here, if fixed across the relevant market.

10.2 If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Wafi's right to recover all amounts due from the Principal Cardholder, Wafi may terminate this Agreement immediately on notification to the Principal Cardholder.

10.3 Wafi may from time to time impose and notify to the Principal Cardholder a financial limit applicable to any single transaction using a Card or to the overall amount incurred by the Principal Cardholder within any one billing period.

## **11. No Set-Off**

11.1 All payments made by the Principal Cardholder or any credits or refunds due to the Principal Cardholder shall be applied first in settlement of any interest due and secondly by Wafi in its absolute discretion in reduction of any amount due on any account whatsoever.

11.2 To the extent permitted by applicable law, no set off or counter claim shall be made against Wafi in respect of a claim by any Cardholder against Wafi.

## **12. Personal Data Protection**

12.1 Principal Cardholder and Wafi may in the course of performance of this Agreement provide each other with Personal Data. Any processing of Personal Data will be done in accordance with the terms of this 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).

12.2. Wafi and Principal Cardholder agree and acknowledge that they will each be independently acting as data controllers in respect of Personal Data processed by each of them. This Agreement does not establish a basis for jointly exercising data controller powers over the relevant Personal Data.

12.3. Wafi will process Personal Data provided by the Applicant, Principal Cardholder, Associated Persons and Authorised Cardholders in accordance with the Wafi Fleet Solutions Supplementary Privacy Statement available as part of these Terms and Conditions, that supplements the global Privacy Notice - Business

Customers, Suppliers and Business Partners available at Privacy Note (depending on the location). Personal Data will be processed to the extent necessary for the supply of Cards and Card services to the Principal Cardholder as described in this Agreement and specifically for the following principal purposes:

- performance and improvement of the services by Wafi to Principal Cardholder;
- meeting regulatory requirements related to the performance of the services by Wafi to Principal Cardholders, including for assurance with trade controls and anti-bribery and corruption regulations; and
- prevention and investigation of fraud.

12.4. Where Principal Cardholder has provided Wafi with Personal Data of Authorised Cardholders (including permanent or temporary employees, contractors, trainees or other members of staff), the Principal Cardholder shall provide the Authorised Cardholders with the information contained in the Wafi Fleet Solutions Supplementary Privacy Statement available as part of these Terms and Conditions and obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws.

12.5. In processing any Personal Data provided to it by the Principal Cardholder, Wafi shall:

(a) put in place technical measures to safeguard the Personal Data, such measures to be appropriate to the nature of the data being processed and take into account the harm which would be caused to the data subject should any unauthorised loss, disclosure or destruction of the data occur;

(b) put in place appropriate organisational measures to safeguard the Personal Data;

(c) not process any Personal Data of Principal Cardholder, Associated Persons and/or Authorised Cardholders except to the extent necessary for the supply of Cards and Card services to the Principal Cardholder as described in this Agreement;

(d) put in place measures designed to ensure that no Personal Data will be transmitted outside of the EEA without appropriate contractual or equivalent protection being in place to protect such Personal Data and shall ensure that such measures are maintained for the duration of this Agreement. Wafi has adopted Binding Corporate Rules that allow Wafi to transfer Personal Data between companies of the Wafi and its affiliates, even if such companies are established outside of the EEA.

### **13. Termination**

13.1 Without prejudice to any other rights and remedies, either party may terminate the Agreement by giving not less than 30 days prior written notice to the other party. Further, either party may terminate this Agreement forthwith by giving notice in the event that:

(a) the other party is in breach of any of any provision of the Agreement which is incapable of remedy or, if capable of remedy, is not remedied within 10 days of receipt of notice by the party not in breach requiring remedy; or

(b) the other party goes into or in the reasonable opinion of the relevant party is likely to enter into receivership, administrative receivership, administration, bankruptcy or liquidation or has similar proceedings taken against it or any other event occurs which in the opinion of the relevant party may

affect the ability of the other party to comply with any or all of its obligations or meet any of its liabilities under the Agreement; or

(c) any other circumstance arises which gives the relevant party a termination right under these Terms and Conditions.

13.2 Wafi may terminate the Agreement immediately upon notification to the Principal Cardholder if:

(a) Wafi receives a credit reference which in the reasonable opinion of Wafi is unsatisfactory;

(b) in the event that Wafi becomes aware that the Principal Cardholder and/or any Associated Person(s) is controlled by the government of any Restricted Jurisdiction, or is a Denied or Restricted Party; or

(c) Wafi, the Principal Cardholder, or any Associated Person(s), is subject to a Change of Control.

13.3 Wafi may close any account held by the Principal Cardholder [without notification to the Principal Cardholder] in the event that no Card issued in relation to that account is used for a period of twelve (12) months or more. Further, where no account held by the Principal Cardholder has been used for such period, Wafi may also terminate this Agreement [without notification to the Principal Cardholder].

13.4 Wafi may terminate the access of the Principal Cardholder to the Shell Telematics Services with immediate effect on written notice to the Principal Cardholder where the Tracking Company of the Principal Cardholder ceases to be a Partner Tracking Company of Wafi for whatsoever reason.

#### **14. Effect of Termination**

14.1 On termination of the Agreement for any reason, without prejudice to the rights of Wafi already accrued at the date of termination, the whole outstanding balance of the Principal Cardholder's account shall become due and payable in full to Wafi forthwith, and the right of any Cardholder to use any Card shall cease immediately.

14.2 On termination of the Agreement for any reason, the Principal Cardholder shall destroy all of the Cards, which shall include cutting the magnetic stripe on the Cards and, where required by Wafi (but only where the Principal Cardholder has terminated the Agreement), the Principal Cardholder must provide a certificate of destruction which lists all card numbers and the corresponding Cardholder names and certifies that all of the Cards issued to the Principal Cardholder have been destroyed. The Principal Cardholder will remain fully liable without limitation for any use and/or misuse of the Cards until such time as they are destroyed.

#### **15. Liability of Wafi**

15.1 Save to the extent that such liability cannot by law be limited or excluded Wafi shall not be liable for loss of profit or for any indirect or consequential loss or damage suffered by any Cardholder or by any third party in connection with any Supplies or the use of any Card or the Online Services, including but not limited to loss of use, loss of anticipated profit, loss of revenue, loss of production and business interruption.

15.2 Wafi shall not be liable to any Cardholder or any third party in respect of any fraud, negligence, act, default, omission or wilful misconduct of:

(a) independent contractors engaged by Wafi, or their employees, contractors or agents; and

(b) any Retailer or their employees, contractors or agents (including any refusal to provide Supplies).

## **16. Intellectual Property**

16.1 Intellectual Property in the following non-exhaustive list shall remain the property of Wafi and / or their licensors:

(a) any computer software or data supplied by (whether via the Online Services or otherwise) or used by Wafi in performing this Agreement;

(b) the content of Wafi Website and the Online Services, including, but not limited to, all coding, text, images, links and web pages; and

(c) any other material(s) provided by Wafi under this Agreement;

(d) any marks, colour schemes, trade names etc. associated or licensed with Wafi.

16.2 The Principal Cardholder shall not and shall procure that Authorised Cardholders and/or Users do not (or knowingly allow others to) modify, create derivative works from, transmit, distribute, reverse engineer, decipher, decompile, disassemble, or reduce to human readable form, any computer software supplied or used by Wafi pursuant to this Agreement.

16.3 The Principal Cardholder shall not and shall ensure that the Authorised Cardholders do not modify, use or misuse trademark, registered marks, colour schemes etc licensed to Wafi.

16.4 All Intellectual Property which results from or is otherwise created pursuant to or for the purposes of the performance of this Agreement shall immediately upon creation vest in and become the property of Wafi (as appropriate) and, by force of this Clause 16, the Principal Cardholder shall take all necessary steps to assign and shall procure that Authorised Cardholders and/or Users shall assign, such Intellectual Property to Wafi.

## **17. Variations**

17.1 Without prejudice to Clause 7, Wafi reserves the right to change, modify, add or remove portions of the Terms and Conditions found on the Webpage, and thereupon provide notice to the Principal Cardholder (via the Online Services, email or otherwise). Any and all changes, modifications, additions or removals to any portion of the Terms and Conditions shall become effective when posted on the Webpage. Wafi also reserves the right to impose new terms and conditions for any other card scheme or online service which is similar to the current card scheme or online service, whether or not such new scheme is operated by Wafi or by a third party on behalf of Wafi.

17.2 The use of any Card after any change, modification, addition or removal of any portion of the Terms and Conditions on the Webpage shall be deemed to be acceptance of those changes, modifications, additions or removals by the Principal Cardholder.

## **18. Transfers**

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

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

### **19. Joint and Several Liability**

Where there is more than one Principal Cardholder, the obligations of the Principal Cardholders shall be joint and several.

### **20. Headings**

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

### **21. Notices**

21.1 A notice, demand, request, statement, notification, or other communication under or in connection with the Agreement shall only be effective if it is in writing. Faxes and e-mail are permitted. The Principal Cardholder's email address for notices is provided by the Principal Cardholder in the Application Form.

21.2 Notices, demands, requests, statements, or other communications under or in connection with the Agreement shall be sent to a party at the addresses, email addresses or numbers specified from time to time (in writing) by the party to whom the notice is addressed and shall be marked for the attention of the account contact and, for all communications sent to Wafi, copied to the company secretary at the registered address.

21.3 Any notice given under the Agreement:

(a) shall be effective only upon actual receipt at the appropriate address;

(b) that is delivered outside working hours shall be deemed not to have been given until the start of the next working day in the relevant place;

(c) may not be withdrawn or revoked except by notice given in accordance with this Clause.

21.4 Wafi reserves the right to nominate additional person or replace persons nominated in the Agreement and to amend or change their address by written notice to Principal Cardholder.

### **22. Force Majeure**

Wafi shall not be liable for any failure to perform its obligations under the Agreement if fulfilment has been delayed, hindered, interfered with, curtailed or prevented: (i) by any circumstance whatsoever which is beyond its reasonable control, or that of its agents or contractors; or (ii) by any requirement to comply with any law, regulation or ordinance, or 'Without notice' provisions to be verified locally. With any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them.

### **23. Waiver**

The failure of Wafi to enforce any of the provisions of this Agreement at any time shall not be construed as a waiver of that provision unless it is confirmed as such by Wafi in writing. No waiver of any breach of

this Agreement shall be held to be a waiver of any other breach or a continuing waiver of any further breach of this Agreement.

#### **24. Law, Jurisdiction and Dispute Resolution**

24.1 This Agreement shall be construed under and exclusively governed by the Law of Islamic Republic of Pakistan.

24.2 In the event of any dispute or difference between the Parties hereto arising out of this Agreement, (hereinafter referred to as the 'Dispute') the Parties shall in the first instant meet to try to resolve the Dispute without resort to any judicial or non-judicial proceedings. The meeting (hereinafter referred to as the 'Dispute Resolution Meeting') will be held within [7] working days of a written request from one Party to the other, which request will set out brief details of the Dispute. A Dispute Resolution Meeting will be attended by a senior officer from each Party.

24.4 If the Dispute Resolution fails either Party may issue proceedings. The courts of Karachi shall have exclusive jurisdiction over disputes in relation to this Agreement.

#### **25. Language**

25.1 Each notice, demand, request, statement, or other communication under or in connection with this Agreement shall be: (a) in English; or

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

25.2 The receiving party shall be entitled to assume the accuracy of and rely upon any translation of any document provided pursuant to sub-clause 25.1(b).

#### **26. Severability**

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

#### **27. No Association**

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

#### **28. Compliance**

28.1 Wafi and the Principal Cardholder each represent and warrant to the other that, in connection with this Agreement (a) it is knowledgeable about anti-bribery laws applicable to the performance of this Agreement and will comply with all such laws; and (b) neither it nor any of its employees, officers, agents or affiliates (or their employees, officers, agents) 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 applicable anti-bribery laws.

28.2 The Parties shall comply with all applicable laws, governmental rules, regulations and orders in their performance of this Agreement.

## **29. Indemnity**

29.1 Subject to the terms of this Agreement, the Principal Cardholder shall indemnify Wafi in respect of all claims made against Wafi and all claims, costs and expenses (legal or otherwise including costs of legal counsel) suffered from or incurred by Wafi arising from the theft, loss or misuse of the Card or the use of the Card without the authorization of the Principal Cardholder whether fraudulent or not or as a result of any breach by the Principal Cardholder of these conditions or in the enforcement of Wafi's rights thereunder or howsoever arising whether directly or indirectly as a result of Wafi having agreed to furnish a Card to the Principal Cardholder.

29.2 The Principal Cardholder shall pay any stamp duty payable under the Stamp Act 1899 in relation to the Cardholder Agreement at the rate specified by the Stamp Act 1899.

## **30. Conduct of Business**

30.1 The Principal Cardholder acknowledges that:

(a) it has taken note of the Standard General Business Principles at Standard General Business Principles.

(b) it has taken note of the Code of Conduct;

(d) it has been made aware of the Wafi's Health, Safety and Environment policy ("HSEP") are displayed on Wafi's website (see "our commitments and standards").

## **31. Miscellaneous**

31.1 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.

31.2 Except to the extent specified herein to the contrary herein, this Agreement contains the entire agreement between the Principal Cardholder and Wafi in relation to the subject matter hereof and supersedes all other agreements, documents or pre-contractual statements oral or written between the Principal Cardholder and Wafi in relation to such subject matter.

31.3 If at any time any provision of this Agreement is or becomes illegal, invalid, void or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of this Agreement in that jurisdiction shall not be affected, and the legality, validity and enforceability of the whole of this Agreement in any other jurisdiction shall not be affected.

31.4 This Agreement shall govern the supply of all Products by Wafi to the Cardholder to the entire exclusion of any other terms and conditions upon which Principal Cardholder purports to acquire them whether contained in Principal Cardholder's Order or otherwise.

31.5 Each Party agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding other than in the case of fraud or as expressly set out in this Agreement.

31.6 Both Parties agree that the Application, this Agreement and any other document to be delivered in connection herewith is electronically signed, and that any electronic signature appearing on the Application, this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

## **32. Shell Telematics**

32.1 Wafi agrees to provide the Shell Telematics Services to the Principal Cardholder and the Principal Cardholder agrees to purchase and pay the Shell Telematics Subscription Fees in respect of the Shell Telematics Services, subject to the terms and conditions of Shell Telematics.

### 32.2 Shell Telematics Services

a) The Shell Telematics Services will only be activated once the Principal Cardholder has registered for the Shell Telematics Services by submitting the Shell Telematics Application Form.

b) As part of the Shell Telematics Application Form, the Principal Cardholder must nominate and provide authorization to a Shell Telematics User who will be responsible for accessing and using the Shell Telematics Services on behalf of the Principal Cardholder. Wafi will create Shell Telematics User ID for the Shell Telematics User, for which they must create and safeguard Shell Telematics Passwords.

c) The Principal Cardholder is liable for the use of the Shell Telematics Portal by any person, authorised or unauthorised, who accesses the Shell Telematics Portal using any Shell Telematics Passwords and/or Shell Telematics User IDs issued to the Principal Cardholder even if the Principal Cardholder has not consented to such use or was unaware of it, unless the use occurs three (3) working days or more after Wafi has received a written request from the Principal Cardholder to block access and his access information. If unauthorised transmission of Shell Telematics User ID and/or Shell Telematics Password has occurred, the Principal Cardholder shall notify Wafi immediately in writing to have these reset or changed. Wafi shall not be liable for improper use of Shell Telematics User ID and Shell Telematics Passwords within and/ or in the control of the Principal Cardholder's organisation.

D) Wafi is not responsible for the consequences of changes made to the functionality of the Shell Telematics Services via the Shell Telematics Portal. Wafi reserves the right to change the design of the Shell Telematics Portal at any time and the nature and manner in which the Shell Telematics Data within it are displayed.

E) The Principal Cardholder shall pay to Wafi a Shell Telematics Subscription Fees for the use of the Shell Telematics Services. The Shell Telematics Subscription Fees will be communicated to the Principal Cardholder and agreed upon by the Parties via email. The subscription fee will be charged on a recurring monthly basis for the use of Shell Telematics Services after the expiry of trial period. The Shell Telematics Subscription Fees that will be communicated by Wafi will be exclusive of taxes, stamp duties and/or other levies which will be added to such amounts as prescribed by applicable law. The Principal Cardholder shall not be charged any Shell Telematics Subscription Fees during the Shell Telematics Trial Period, the duration of which may vary; however the Principal Cardholder will be intimated when the Trial Period has started

and its duration. If the Principal Cardholder does not wish to continue using the Shell Telematics Services after the Shell Telematics Trial Period, then it is the responsibility of the Principal Cardholder to notify Wafi via their Wafi account manager or the helpline at [generalcardrequest-pk@wafi-energy.com](mailto:generalcardrequest-pk@wafi-energy.com) before the expiry of the trial period to avoid any subscription charges. Once the Wafi Telematics Trial Period has expired, the Shell Telematics Subscription Fees will be levied automatically on a recurring monthly basis against the invoices raised. Wafi has the right to discontinue this offer any time without assigning any reason whatsoever.

F) Wafi may from time to time upon its own discretion, revise the Shell Telematics Subscription Fees without making any change to the Shell Telematics Services, and by giving no less than one month's written notice to the Principal Cardholder. The Principal Cardholder will be notified of a change in the Shell Telematics Subscription Fees via email. Any amended fees will be applicable from the date specified in the notice. Wafi may from time to time launch new Shell Telematics Services. The Principal Cardholder shall be responsible for paying any additional charges for any new Shell Telematics Services that it wishes to purchase.

G) The Shell Telematics Services will include, but not be limited to, the following features (when available).

- Viewing information of Mapped Vehicles' location when the Card(s) linked to them transact(s). If the coordinates shared by the tracking company are inaccurate or not timely, Wafi cannot be held liable. The minimum criteria for allowed distance variation set by default on the Shell Telematics Portal is 0.1 KM, which can be changed by the User.
- Viewing the Vehicle Shell Card Mileage for Mapped Vehicles
- Viewing analytics of different metrics for Mapped Vehicles and Mapped Cards
- Viewing on a map which Shell Card Machines are on which routes so as to optimize journeys
- Activating Alerts via the Shell Telematics Portal for the Shell Telematics Users to notify them of transactions that meet the criteria set by the User on the Shell Telematics Portal. It should be noted that Shell Telematics Users can only be notified of such transactions and that Shell Telematics Services do not include the blocking of such transactions that meet a certain criteria set by Shell Telematics Users.

### 32.3 Confidentiality

a) The Parties will:

- not disclose to any third party (other than an Affiliate) any Shell Telematics Confidential Information obtained or received from (or on behalf of) the other except with the other's prior written consent or as required by applicable law; and
- before disclosing Confidential Information to any Affiliate or to its directors, officers or employees, agents or advisers, to ensure that such person is aware of the discloser's obligations hereunder, ensure compliance by such person and be liable for any breach of such obligations by such person

b) The receiving Party's undertaking given in clause a) shall continue insofar and for so long such Confidential Information:

- is not or has not become part of the public knowledge or literature without breach of these undertakings by the receiving Party; or
- is not lawfully known by the receiving Party or its Affiliate without binder of secrecy at the time of receipt hereunder; or
- has not been disclosed to the receiving Party by a third party (other than one disclosing on behalf of the other party) whose possession of such information is lawful and who is under no secrecy obligation with respect to the same; or
- is developed by the receiving Party independently from Shell Telematics Confidential Information received or obtained hereunder.

#### 32. 4 Shell Telematics Data

a) Any Shell Telematics Data collected of the Principal Cardholder will be provided to Wafi in its capacity of Data Controller and may be transferred to a third-party developer of the Shell Telematics Services, acting in its capacity of Data Processor. Principal Cardholder consents to the third party developer of the Shell Telematics Services, acting in its capacity as Data Processor, to process and store Principal Cardholder data anywhere their facilities are maintained. By use of the Shell Telematics Portal, the Principal Cardholder consents to the collection, use, and processing of Shell Telematics Data for the purposes set out in Clause 32.4c below and in accordance with the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at <https://www.shell.com.pk/shell-fuelcard/shell-fuel-card/your-shell-card-privacy-statement.html> as well as any further and additional Privacy Policy for Portal that may be communicated to the Shell Telematics Users of the Shell Telematics Portal.

b) The Parties hereby acknowledge that the Principal Cardholder, in its capacity as independent Data Controller, has provided consent to Wafi to collect, process, store and transfer the Shell Telematics Data from the Tracking Company of the Vehicles with tracking devices and/or fuel sensors purchased from the Tracking Company, including the personal data of the Drivers, subject to the Shell Telematics Services. Similarly, the Principal Cardholder has provided consent to the Tracking Company of the Vehicles with tracking devices and/or fuel sensors, to transfer the Shell Telematics Data, including the Personal Data of the Drivers where applicable, to Wafi, subject to the Shell Telematics Services.

c) In addition to the purposes set out in the Personal Data protection provisions of the Agreement, in the course of performing the Shell Telematics Services and/or for the purposes as set out below, the Principal Cardholder consents and agrees with respect to the Shell Telematics Data to the collection, use, processing and transfer of Shell Telematics Data by Wafi, its Affiliates and other authorized agents or third party service providers for the purpose of the Shell Telematics Services for analysis of the Telematics Data.

d) Where the Principal Cardholder has provided Wafi with Data, especially Personal Data or where the Services generate Personal Data relating to the Drivers, the Principal Cardholder shall provide these Drivers with the information contained in the Wafi Fleet Solutions Privacy Statement available at <https://www.shell.com.pk/shell-fuel-card/shell-fuel-card/your-shell-card-privacy-statement.html> obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws. Any consent required of the Drivers to proceed with the Shell Telematics Services is the responsibility of the Principal Cardholder. This consent is assumed to have been sought at the time of the usage of Shell Telematics Services.

e) If the Principal Cardholder has terminated the Shell Telematics Services hereunder, Wafi shall procure and ensure that the abovementioned third-party developer shall remove, destroy, anonymize or delete any Personal Data of Drivers collected, transferred, processed and retained in the performance of the Shell Telematics Services hereunder, within a reasonable timeframe.

### 32. 5 Other Shell Telematics Terms & Conditions

a) Wafi grants the Principal Cardholder limited, revocable, non-exclusive right to use the Shell Telematics Services or any software, firmware or intellectual property (collectively "Software") embodied in the Shell Telematics Services, solely for the Principal Cardholder's own internal business purposes and solely in connection with the Principal Cardholder's use of the tracking devices and/or fuel sensors purchased from the Tracking Company for the Vehicles, and so long as the Principal Cardholder complies with all terms and conditions of the Shell Telematics Services. Except as provided herein, such rights are nontransferrable, non-assignable and non-sublicensable. Principal Cardholder may not extract, copy or use the Shell Telematics Services or Software in connection with tracking devices and/or fuel sensors purchased for the Vehicles from a company that is not a Partner Tracking Company.

b) The Shell Telematics Services are protected by copyright and other intellectual property right. Notwithstanding anything to the contrary herein, except for the rights expressly granted to the Principal Cardholder under the usage of Shell Telematics Services, 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 Shell Telematics Services and any copies thereof (regardless of the form of media upon which such copies are recorded), are and shall remain exclusively owned or licensed to / by Wafi and our licensors. Principal Cardholder shall not attempt to remove any mark, label or legend from the Shell Telematics Services.

c) Wafi shall continuously improve the Shell Telematics Services, and may from time to time, cause updates in the Shell Telematics Services to automatically be installed with or without prior notification to the Principal Cardholder. The Principal Cardholder agrees to such automatic installations and agrees to use only the updated version of the Shell Telematics Services once it has been installed.

d) To the fullest extent permissible under applicable law, The Principal Cardholder agrees not to:  
(a) disclose, transfer or transmit in any manner any part of the Shell Telematics Services or Software, whether temporarily or permanently;

(b) modify, adapt, translate, reverse engineer, decompile, disassemble or convert into human readable form any elements of the Software

(c) use the Services in a manner that violates laws or rights of others;

(d) use the Shell Telematics Services: 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.

e) The Principal Cardholder acknowledges and agrees that the Shell Telematics Services (including any related content), are provided "AS IS AND WITH ALL FAULTS", and are used at the Principal Cardholder'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. The Principal Cardholder understands and agrees that the use of the Shell Telematics Services will not be uninterrupted or error-free and this shall have no legal, equitable or other liability of any kind to the Principal Cardholder, including without limitation for any damages whether direct, indirect or consequential, regardless of the form of action, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise and Principal Cardholder hereby waives any and all claims or demands therefore. Wafi is not liable to the Principal Cardholder for any claim or damage including but not limited to loss of actual or anticipated profit, loss of goodwill or reputation or any indirect, special or consequential cost, expense, suffered by the Principal Cardholder in connection to the Shell Telematics Services, including the accuracy thereof.

### **32. 6 Anti Bribery & Corruption and Anti Money Laundering**

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.

a) Principal Cardholder represents and warrants to Wafi that its payments to Wafi shall not constitute the proceeds of crime in contravention of anti-money laundering laws.

b) Wafi may terminate this Agreement immediately upon written notice to the Principal Cardholder, if in its reasonable judgment supported by credible evidence, the Principal Cardholder is in breach of any of the provisions of this clause and has failed to provide information demonstrating such compliance. Nothing in this Agreement shall require a Party to perform any part of this Agreement or take any actions if, by doing so, the Party would not comply with antibribery or anti-money laundering laws.

c) Unless the Principal Cardholder has received the prior written consent of Wafi, only the Buyer (and not its affiliate or a third party) shall pay the invoice from Wafi.

### **32.7 Termination**

Wafi may terminate the access of the Principal Cardholder to the Shell Telematics Services with immediate effect on written notice to the Principal Cardholder where the Tracking Company of the Principal Cardholder ceases to be a Partner Tracking Company of Wafi for whatsoever reason.

### **Wafi Fleet Solutions Supplementary Privacy Statement**

This Privacy Statement complements the Privacy Notice - Business Customers, Suppliers and Business Partners available at [www.shell.com/privacy.html](http://www.shell.com/privacy.html).

#### **What does this Privacy Statement cover?**

This supplementary Privacy Statement provides information about personal data which are collected and processed in connection with the services provided by Wafi Fleet Solutions business including the Shell Fuel Card ('**WAFI FLEET SOLUTIONS SERVICES**') as well as your visits to Wafi websites related to the Wafi

Fleet Solutions Services. For all other interaction with a company, please refer to the relevant privacy notice in your location.

### **Source of data**

If you have not provided your personal data directly to Wafi, Wafi has obtained your personal data from your employing or contracting company or from your leasing or fleet management company.

### **What personal data do we process about you?**

Depending on the exact services used by you and your company, Wafi may process some or all of the following types of data:

- Business contact details including name, address, email addresses, telephone numbers, marketing preferences and language preferences.
- Director's (and other associated persons') details including name and birth date; these are required for anti-money laundering and anti-bribery and corruption purposes / credit checking. Please refer to the Privacy Notice - Business Customers, Suppliers and Business Partners mentioned above for more information.
- Transaction details including driver's name, card number, vehicle identifier, products purchased, date, time and location.
- CCTV images at Shell Branded Retail locations licensed or owned by Wafi for safety and fraud management purposes

### **Who is responsible for any personal data collected?**

Your local Shell fuel cards contracting company: Wafi Energy Pakistan Limited, and affiliated companies.

### **For what purposes do we process your personal data?**

As well as the purposes set out in the relevant privacy notice referred to above Personal Data supplied by a customer to apply to use the **FLEET SOLUTIONS SERVICES** and/or collected through the use of **WAFI FLEET SOLUTIONS SERVICES**, will be processed for the purposes of;

- processing the application;
- establishing a cardholder's identity if requested by your employing or contracting company;
- completing credit checks in relation to key individuals per customer such as company directors. We do not credit check each individual cardholder;
- operating the account(s) and facilitating access to and use of the online services relating to the **WAFI FLEET SOLUTIONS SERVICES**;
- assessing and/or reviewing the card status and/or purchase record of the Shell Fuel Card on an ongoing basis;
- monitoring volume and spend information;

- registration for other related services and different payment methods (e.g. mobile payments via the Shell App);
- for safety and security reasons, in particular, to protect the personnel and assets of Wafi and its customers and to protect our customers when using products with special handling requirements e.g. Hydrogen.

#### **Additional information for users of Telematics services**

If your vehicle is fitted with a Wafi issued telematics device, Wafi may also collect information about:

- your vehicle's location which can be used to calculate e.g. vehicle speed, route taken
- whether the vehicle is stopped
- your vehicle's acceleration, deceleration (braking) and cornering
- whether the seat belt is used
- information from your vehicle's engine (e.g. engine speed), electrical system (e.g. battery voltage) and warning system (e.g. engine warning light on)
- vehicle refuelling or charging

We may use these data in combination with other data we hold about you, e.g. fuel card transactions, to analyse driving style, safety, vehicle performance and routing information.

#### **Communication and Marketing**

You may receive offers on behalf of the relevant business customer. On all occasions you or your company's authorised representative will be given the opportunity to use the unsubscribe functionality through the different digital channels we use to interact with you. For more information please refer to the Privacy Notice - Business Customers, Suppliers and Business Partners mentioned above.

#### **Credit Checks**

When processing an application and during the term of any **WAFI FLEET SOLUTIONS SERVICES** agreement, we may assess the creditworthiness of the company/business applying, as well as that of key individual(s) associated with that business e.g. company directors. We use authorized third party credit checking agencies for this purpose who will use credit scoring or other automated decision-making processes; and records held by credit reference agencies. If you have any queries please refer to the Contact Details section below.

#### **Who will we share your personal data with?**

In addition to the categories of recipients set out in the relevant privacy notice referred to above your personal data may be shared with:

- the company (that is the **WAFI FLEET SOLUTIONS SERVICES** customer) which ordered the **WAFI FLEET SOLUTIONS SERVICES** on your behalf;



- the participants involved in providing the **WAFI FLEET SOLUTIONS SERVICES**, such as the retailers, authorised toll service providers and/or any other company that is permitted to supply products and/or services to **WAFI FLEET SOLUTIONS SERVICES** users;
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to your business's obligations;
- customer's third party partners - in the event your company has chosen to work with a third party service provider (e.g. fleet management companies, leasing companies), for the purpose of enabling the third party to provide the services you require (e.g. management information, consolidated invoicing).

#### **How long do we hold your personal data for?**

Wafi will only hold your personal data for as long as is necessary to meet business, legal or fiscal requirements.

- Personal data contained in invoices, transaction files, correspondence with customers and requests to issue new fuel cards - 10 years;
- Contracts (which contain contact details) - the life of the contract plus 20 years;
- Other contact data and cardholder data – life of contract plus 4 years;
- Telematics data – 3 years

#### **Who can you contact if you have a query, concern or complaint about your personal data?**

You can contact **SHELL FUEL CARD** Customer Service Center at [generalcardrequest-pk@wafi-energy.com](mailto:generalcardrequest-pk@wafi-energy.com) or telephone number 021-111-345-543/111-345-543.

#### **Changes to this supplementary Privacy Statement**

This supplementary Privacy Statement and the Privacy Notice - Business Customers, Suppliers and Business Partners may change over time. This supplementary Privacy Statement was last updated in June 2020.