

SHELL GENERAL TERMS AND CONDITIONS

The General Terms and Conditions govern the use of Shell Cards issued by Shell to the Business Partner.

Unless otherwise agreed by the parties (in writing), these General Terms and Conditions shall apply. The General Terms and Conditions may be changed, amended, or supplemented from time to time. Shell shall notify the Business Partner thereof in writing (in accordance with the provisions of Article 17 of these General Terms and Conditions). Only Shell has the right to make amendments and supplements.

1. DEFINITIONS

As used in the Shell General Terms and Conditions, the following terms shall have the following meanings:

"Advance Controls Tool" means a portal that allows the User to set Velocity/Usage Limits to be applied when the Cards are being used via online services.

"Contract on the shell service system" (hereinafter referred to as the Contract) means the Contract between Shell and the Business Partner, including these General Terms and Conditions and any annexes and appendices, as amended and supplemented from time to time.

"Business Partner" means the company, association, sole proprietor, or natural person that signs the Contract.

"Application to Obtain a Shell Card" (hereinafter referred to as the Application) means a completed standardised form with the accompanying copies of documentation that consists of:

- > a certificate attesting to the current status of the Business Partner's company issued by the competent court in the place of registration;
- > the tax or VAT ID certificate (if the legal conditions for such a registration have been met);
- > financial statements for the previous year;
- > a copy of the vehicle registration certificate;
- > a copy of the identity document of the Business Partner's representative or a copy of the Business Partner's signatures deposited with a bank.

"Card User" means the person authorised by the Business Partner to use the Card.

"Authorised Card Holder" means a person to whom the Business Partner has provided a Card, including (for the avoidance of doubt) any Associated Person (company or natural person or its representatives to whom the Business Partner has provided a Card).

"Associated Persons" means any natural or legal person with financial ties to the Business Partner (i.e. contractors or members of the same group of companies as the Business Partner) on whose behalf the Business Partner submits an Application.

"Purchase Order" is a confirmation of the purchase of goods and services.

"E-mail Alert" means the e-mail sent via the Online Service to warn the Business Partner that one or more of the Cards has been detected as being put to unusual use based on the parameters set by the Business Partner.

"e-Invoice" is an application containing invoices in electronic form.

"ERS Tool" means a tool that, as part of the Card Online Service, enables the Business Partner to order or register for electronic tolling that allows vehicles on the road to be monitored.

"CRT Card" is a Shell card issued to a Business Partner from the segment of carriage of goods and passengers. The Card is issued under the code 7077.

"FLEET card" means a Shell card issued to a Business Partner to be used for the payment of services and fuel for passenger cars. The Card is issued under the code 7002.

"PRIVAT Card" means a Shell card issued to a natural person. The Card is issued under the code 7027.

"SINGLE card" means payment card that can be used at all Shell service stations and stations of some other partners of Shell. It cannot be used for payment at Esso service stations.

"MULTI card" means payment card that can be used at all Shell service stations, and partners service stations including Esso.

"Shell Card" (hereinafter referred to as the Card)

means a numbered plastic card with magnetic stripe and chip issued by Shell to the Business Partner. The Business Partner uses the Shell Card to make purchases at Shell service stations and the Shell Card Scheme Participants. It also means any card issued to the Business Partner by Shell for the purpose of enabling the Card User to purchase Supplies and which falls into the following categories:

- (i) vehicle,
- (ii) driver,
- (iii) vehicle and driver,
- (iv) with no predefined data.

"Control" means, in relation to any company, having legal and beneficial ownership of no less than 51 percent of the voting rights attached to the issued share capital of that company.

"Rejected or Prohibited Client" means a client that is: (i) the target of national, regional or multilateral trade or economic sanctions, including (but not limited to) persons identified or included in a periodic list by the United Nations, the United States of America, the European Union (EU) or EU Member States; or (ii) directly or indirectly owned or controlled by such persons or acting on behalf of such persons.

"Shell Card Scheme Participant" (hereinafter referred to as the Third Party) means a point of sale (other than a Shell service station) marked with the symbol for Shell services that accepts Shell Cards as payment for the purchase of products and/or services.

"Third-Party Services" means services performed by a Shell Card Scheme Participant that is not a member of the Shell Group but is approved by the Shell Group. The Card User has the right to pay for these services based on the Contract.

"Fees" means fees and other charges as set out in the General Terms and Conditions, appendices, or notifications issued by Shell that are indicated in the annex to the Contract.

"Law" means any law, statute, or regulation, guideline or General Terms and Conditions having the force of Law in any jurisdiction to which Shell and the Business Partner are subject.

"Shell Fleet HUB (HUB)" means access to the online application via the Shell Website containing online information for managing transactions, ordering Cards, blocking Cards, displaying purchase reports, amounts of invoices issued, E-mail Alerts, the ERS tool, and other card management tools.

"Shell Online User" means a person authorised by the Business Partner who has a confirmed User ID and has been issued with a Password to enter HUB.

"Password" means any password or code issued to a Shell Online User by Shell for use on and to connect to the Shell Website Shell Fleet HUB.

"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.

"Shell Website" means www.shell.si or any other URL as is confirmed to the Business Partner by Shell.

"Intellectual Property" means patents, trademarks, logos, 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 and experience, 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 licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

"User ID" means the Shell Online User's e-mail address.

"PIN" means the Card User's personal identification number.

"PIN Mailer" means mail or e-mail containing information about the PIN.

"Fleet ID" is an additional numeric code that is defined by a business partner and is intended for additional user verification when using the card.

"Direct Debit" means a payment service for settling the liabilities arising from the use of the Shell Card by a Business Partner by directly debiting the Business Partner's current account.

"Transaction Certificate" (hereinafter referred to as a SLIP) means a certificate (written or electronically generated) of the supply of a product or service issued to the Card User based on a transaction. It must be noted that the signing of a SLIP by the User is outside the scope of this Contract.

"Shell" means Shell Adria d.o.o., member of the group Royal Dutch Shell plc that is the contracting party to this Contract.

"Shell Group" means Royal Dutch Shell plc and all other companies with direct or indirect ownership links to Royal Dutch Shell plc.

"Supplies" means the purchase of goods and services approved by Shell to the Business Partner in accordance with the General Terms and Conditions which fall into the following categories, unless the categories are regulated differently in a particular country:

- > **Category 0:** the purchase of diesel fuel, AdBlue, the payment of tunnel, ferry, and motorway tolls and vehicle servicing;
- > **Category 1:** same as for Category 0, as well as the purchase of all types of engine fuels;
- > **Category 2:** same as for Category 1, as well as the purchase of lubricants and car chemicals and car cleaning and maintenance services and products (car tyres, batteries, windshield washer fluids, car washing, repairs, etc.);
- > **Category 3:** same as for Category 2, as well as non-cash purchases of shop items supplied at service stations (beverages, food, tobacco products, etc.).

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

"Card Velocity/Usage Limit" hereinafter referred to as the Velocity/Usage Limit means the control limit set by Shell on a given Shell Card limiting the purchase of fuel and services. Exceeding this limit results on a given terminal as transaction authorization is being suspended. These limits are restricted with the OLA system.

"Client Velocity/Usage Limit", set for the client upon the signing of the Contract (or amended during the term of the contract), means the highest monthly value of the transactions granted to the Business Partner or means the highest amount of the Supplies and services on all the Business Partner's Cards combined (the gross amount) at participating Shell service stations and participating Third-Party service stations included in/connected to the OLA system. All Cards will be automatically blocked at all participating stations that are part of the OLA system. This restriction does not apply to post payments in the Europe Net Service (Service24) and service workshops.

"OLA" means the online authorisation system managed by Shell for monitoring the use of Cards and limiting transactions. The OLA system is limited to certain countries and services.

"Credit Limit" means the amount agreed upon between Shell and the Business Partner that serves to limit the Business Partner's liabilities. The amount includes all the Business Partner's invoiced and non-invoiced

liabilities due to Shell.

"Day" means a calendar day, unless the Contract explicitly states otherwise.

"Invoice" means a financial statement issued in paper or electronic form that contains data on card transactions made by the Card User in a particular country, as well as data on the Business Partner's debt to Shell in the period indicated thereon.

"Business Partner Shell Account" means the account registered with Shell showing the balance of transactions made using the Shell Card and their credits.

2. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

2.1. By signing the Contract, the Business Partner confirms that it is familiar with Shell's General Terms and Conditions published at www.shell.si. Submission of an Application in paper or electronic form by the Business Partner constitutes acceptance of these General Terms and Conditions by the Business Partner on its behalf and on behalf of all Associated Persons in relation to which the Business Partner submitted the Application.

2.2. The Business Partner can request any Shell Card to be issued only in its name and/or in the name of the Associated Persons. It must ensure that the Authorised Card Holders and/or Users will also request any Card to be issued only in their name and/or in the name of the Associated Persons.

2.3 If the Business Partner submits an Application for the Associated Persons and/or discloses information about the Associated Persons to Shell on their behalf, the Business Partner agrees and represents that:

- (a) it is responsible for all transactions made with Cards issued to such Associated Persons;
- (b) it 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) is aware (and has made any Associated Persons aware) that the information provided may be held within systems run by or on behalf of the Shell Group and representatives of any Associated Person (including, for the avoidance of doubt, the Principal Cardholder) may be able to access information relating other Associated Persons as well as itself, in accordance with the provisions of Clause 11, Personal Data below;
- (d) it will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent to such an assessment in accordance with the procedures required by Shell;
- (e) is aware (and has made any Associated Persons aware) that the information provided by it may create a link between the 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 request for disassociation is filed with the relevant credit reference agency;
- (f) will inform Shell without delay and immediately in the event that links with such Associated Persons are severed in such a way that they should no longer be treated as Associated Persons by Shell.

3. CARD ISSUE TO THE BUSINESS PARTNER AND CARD USE

3.1. Shell grants the Business Partner (and other persons entitled to use the Card as Card Users and Authorised Card Holders) the right to use the Shell Card to purchase Supplies with Shell and Third Parties. Purchase is limited by purchase categories of the Card up to the amount of the Credit limit and the Client Velocity/Usage Limit on the customer or card set in the Contract. The use of the Card is subject to the conditions set out in the Contract and the General Terms and Conditions.

The Client Velocity/Usage Limit represents the client's gross monthly usage on all Cards issued to the Business Partner. It applies at participating Shell stations and Shell Card Scheme Participants connected to the OLA system. If the monthly limit is exceeded, all of the Business Partner's Cards will be blocked regardless of the balance and the amount of the Card Velocity/Usage Limit. The amount of the monthly limit is set by Shell upon signing the Contract. If Shell estimates that the amount of the limit does not comply with Card usage or the payment of liabilities as set out in the Contract, Shell can change the limit. Shell can notify the Business Partner of any changes to the Client Velocity/Usage Limit in writing by registered mail or e-mail 15 days prior to the change.

Shell undertakes to pay for all the Business Partner's purchased products and services to the Shell Group and Third Parties. The Business Partner undertakes to settle the amount of all purchased products and services stated on the invoice issued by Shell by the agreed due date. Pursuant to the rules applying to the use of the Card, the Business Partner must settle the amount of all transactions made with the issued Cards.

The Card is used only in countries listed in Appendix 1.

The Card may be used only by the Card User and the Authorised Card Holder.

3.2. In order to obtain a Card, the Business Partner will submit a completed and signed Application to Shell. If Shell accepts the Application, on the basis of information provided in the Application and annexes, it will prepare a contract. The Contract is submitted to the Business Partner for signature. The Business Partner must enclose the documents required in the Contract and the appropriate Shell security interest with the signed Contract and send it to Shell.

After receiving the signed Contract with the necessary annexes, Shell will create a relevant Business Partner Shell Account in the system for the client (the client number), see to the production of the Card(s) encoded and embossed with the Business Partner's data, issue a PIN code and send the mail containing the Card(s) and the PIN Code in a special envelope or in electronic form to the Business Partner, where appropriate.

3.3. Based on the Contract submitted by the Business Partner, Shell orders the Card(s) issued to the vehicle registration number or to the Card User's name and surname. If the Card is issued to a particular name and surname, it must be signed. If the Business Partner orders Cards containing any other data than the vehicle registration number or the Card User's name and surname, it assumes full responsibility for any irregularities, abuse, and problems with VAT or excise duty refunds and any other consequences. This responsibility also applies to Card orders referred to in Article 3.8.

For each Card, the Business Partner receives a PIN code representing the electronic identification of the Card User. Only the Business Partner and the Card User must be familiar with the PIN code. The PIN code must not be kept together with the Card or written on the Card. In the event of PIN code abuse, any costs incurred shall be borne by the Business Partner.

3.4. The Business Partner may request an additional Card (s) in written form:

- a) with a request sent by the Business Partner to the e-mail address euroShell-slovenia@shell.com
- b) via the Shell Fleet HUB application (HUB). For any additional Card requests made by the Business Partner via the HUB portal, Shell is entitled to demand reasonable additional financial security.

3.5. If the Business Partner requests an additional Card pursuant to Article 3.4, Shell is, at its sole discretion, entitled to demand additional financial security in the amount determined by Shell and under the conditions set out in Article 13. If the Business Partner fails to provide such security, Shell can decline the Business Partner's request for issuing an additional Card.

3.6. All delivery addresses for Cards (and PIN mailers) which differ from the addresses recorded on the Application must be confirmed by the Business Partner in writing via Online Services. Shell may require the Business Partner to provide proof of trading or proof that it operates from such addresses. Substitute Cards are sent to the principal Card Holder's registered or permanent address indicated on the Application (or as updated by the Business Partner in a written notification sent to Shell).

3.7. If the Business Partners orders the PIN Code via Shell Fleet HUB, it may set its own PIN code upon making the order or ask Shell for an automatically generated code from the system. For security reasons, the Business Partner must, in the event of setting its own PIN code, make sure to choose an appropriate and safe code for each Card and not to keep the Code in the same place as the Card. Shell shall not be liable for any loss or damage suffered as a result of PIN code abuse and reserves the right to eliminate the option of making an independent PIN code order to the Business Partner via Shell Fleet HUB when it becomes clear that a violation of safety rules has occurred. If the Business Partner sets its own code via Shell Fleet HUB, it enters the chosen code in Shell Fleet HUB. If it requests a code through Shell, it receives the code by mail. In both cases, the code is known only to the Business Partner. Shell is not liable for any PIN code abuse.

3.8. The Business Partner assumes full responsibility for any irregularities or abuse arising from Card orders, the Card issue type, the setting and selection of data displayed on the Card ordered by the Business Partner itself via Shell Fleet HUB. Shell reserves the rights to terminate the use of a Card the day after the Business Partner's order via Shell Fleet HUB if the Business Partners fails to meet the conditions set out in Article 10.1, in which case it shall inform the Business Partner thereof in writing.

3.9. The Card is non-transferable and shall always remain the property of Shell. The Business Partner shall return the Card to Shell if so required by Shell.

3.10. The Card may only be used:

- > if it is a current Card which has not expired, been cancelled or blocked either by Shell or at the request of the Business Partner;
- > to make purchases limited by the purchase category, geographical restrictions or restrictions associated with the service station network;
- > to make purchases in the amount restricted by the Velocity/Usage Limit(s) and the Credit Limit;
- > if the Card has not been reported stolen or lost by the Business Partner;
- > if the Card User, whenever necessary, uses the PIN to make a purchase.

3.11. The Card may not be used in the following cases:

- > if the vehicle to which the Card was issued has been sold, stolen, destroyed, or taken out of use;
- > if the Card has expired;
- > if the persons concerned have passed away or terminated their legal relationship with Shell;
- > if the Contract has been terminated;
- > if the Card has been blocked in accordance with Article 11 of the General Terms and Conditions;
- > if a substitute Card has been issued (a change to the vehicle registration number).

3.12. The Card may only be used to purchase Supplies for the vehicle the registration number of which is indicated on the Card. The service station staff may check if the Card User is pumping fuel into the Vehicle to which the Card was issued.

3.13. If the Card is issued to a particular name and surname, it must be signed in the signature strip on the back of the Card. The service station staff may check the identity of the Card User.

3.14. Cards to a particular vehicle registration number are issued to the Business Partner as a management information tool for appropriate Card usage. The Business Partner shall be liable to pay all amounts even if a transaction pertains to a vehicle other than the one indicated on the Card.

3.15. Shell has the right to decline payment for the purchase with the Card at any time in case of any security issue. In this case, the Business Partner is aware and accepts that Shell is not responsible for declining such a transaction. Regardless of the Velocity/Usage Limits or other types of control, the Business Partner is responsible for the use of all Cards by the Card Users, except when this Contract explicitly states otherwise, and (in particular) is always responsible for all Card transactions in the event of any failure on the part of the Card User to comply with the conditions set out in this Contract.

3.16. When a Card User or a person purporting to be a Card User of a Card, which has not been reported lost or stolen (is not blocked), either does not have the Card with them or the Card cannot be processed for any reason, such person may purchase Supplies by providing a credible form of

identification and fulfils all requirements based on the judgment of the staff at the location. Shell will charge manual transaction to the Business Partner on the next invoice. The Business Partner is responsible for the payment of Supplies and services.

3.17. In order for the sale of Supplies bought with the Card on behalf and for the account of the Business Partner to be registered, the Card User must identify him or herself at the POS terminal by presenting the Card and entering the PIN code into the relevant device. At the point of sale the SLIP is automatically issued for every purchase. If the PIN number cannot be entered

for technical reasons or if the magnetic stripe or chip is unreadable, the Card may be processed manually – depending on the availability of manual reception – and the printed SLIP shall be considered a transaction certificate. Collecting and saving SLIPs issued upon the purchase of Supplies is the responsibility of the Business Partner.

If Supplies are purchased with Third Parties where should be instead of SLIP issued a tax invoice, it is the Business Partner's responsibility to require the Third Party to issue an appropriate invoice for tax purposes.

Shell or Business partner through the Shell Fleet HUB application can restricts the maximum number of Card transactions that the Business Partner can make in a particular period of time. The restriction pertains to both the number and the maximum amount of transactions (the Velocity/Usage Limit).

Each Card has a transaction limit setting the maximum total amount of Card purchases at one point of sale in one day.

Velocity/Usage Limits between individual Business Partners and Card types may differ. The largest number and amount of transactions is based on the average fuel consumption, taking into account safe Card usage. Shell may change these limits unilaterally. The limits only apply to transactions carried out within the OLA system. If transactions are not carried out within the OLA system, Shell may set other Velocity/Usage Limit values.

Velocity/Usage Limits at points of sale of a Shell Card Scheme Participant may differ from case to case. At its request, Shell shall inform the Business Partner of Velocity/Usage Limit values at points of sale of a Shell Card Scheme Participant.

The contracting parties may agree on – and indicate in the Contract – individual Velocity/Usage Limits (at client or Card level) that apply upon the signature of the Contract. Any subsequent change to the Velocity/Usage Limit shall be communicated between Shell and the Business Partner by notification in written form (mail, or e-mail). If the Business Partner is given the possibility to use Shell Fleet HUB, the Business Partner itself can make changes to its Velocity/Usage Limits (only a reduction in the value of the existing limit). If, in this case, the Business Partner wishes to increase its limits, it must send a written request to Shell.

The following countries are not part of the OLA system: Turkey, and Russia, as well as points of sale of Shell Card Scheme Participants.

3.18. If a check carried out in accordance with Articles 3.12 and 3.13 reveals a violation, Shell staff or a Third Party may confiscate the Card or decline payment for the Supplies with the Card. Furthermore, Shell or a Third Party may reject the Card in the following cases:

- > if the Shell Card is blocked;
- > if the Shell Card has expired;
- > if the appearance of the Shell Card has been visibly altered or the Card is damaged;
- > if there is suspicion of abuse;
- > if the OLA system does not allow the transaction.

In such cases, the Business Partner shall settle the value of the purchased Supplies by other means of payment.

If any violations in Card usage pertaining to the Contract and the General Terms and Conditions are discovered during the use of the Card, the Business Partner shall cover, in addition to the transaction, any costs associated with the transaction. Shell recommends that the User never leaves the Card on the sale point with Shell's or a Third Party's staff unattended. Shell is not liable for any abuse.

3.19. Cards issued with the designation "S" single have the following mark displayed in the top right corner of the Card:



This Card type means that the Card can be used as a means of payment at all Shell service stations and at service stations of certain Shell Card Scheme Participants. It cannot be used as a means of payment at Esso service stations.

Cards issued with the designation "M" multi have the following mark displayed in the top right corner of the Card:



This Card type means that the Card can be used as a means of payment at all Shell service stations, service stations of Shell Card Scheme Participants and at Esso service stations.

4. SHELL FLEET HUB (HUB): SPECIAL CONDITIONS AND PROVISIONS

Shell Fleet HUB is an online application that the Business Partner accesses using its User ID and Password. Shell reserves the right to change any Shell Fleet HUB Internet site at any time.

4.1. Shell Fleet HUB enables the Business Partner to order Cards, transfer transaction data and perform transaction data analysis using tables available on Shell Fleet HUB. Shell Fleet HUB consists of the following services: E-mail Alert, ERS tool, e-Invoice and Card and financial report management.

4.2. The Business Partner is aware and agrees that:

- > when not using Shell Fleet HUB, Card-associated services will differ from those set out in this Contract;

- > it is liable to ensure appropriate management of its Cards via Shell Fleet HUB, e.g. when blocking Cards, changing the Velocity/Usage Limit, etc.

Shell is not liable for any consequences that occur after changes are made by the Business Partner at Card level via Shell Fleet HUB.

4.3. Based on a Business Partner's written application (name and e-mail), Shell shall enable access to Shell Fleet HUB to one user with administrative rights. The administrator shall be able to grant access to Shell Fleet HUB to other users in its own discretion. All users shall obtain their User IDs and Passwords allowing them to access and use Shell Fleet HUB. The Password and User ID will be sent by Shell via e-mail to the user's e-mail address.

4.4. The Business Partner is responsible for granting access to Shell Fleet HUB to persons that it designates in the Shell Fleet HUB application by issuing them a User ID and Password. The Business Partner is liable for any abuse in Shell Fleet HUB resulting from the use of a User ID and Password by an unauthorised person. The Business Partner must keep all User IDs and Passwords out of reach of unauthorised persons.

4.5. The Business Partner agrees that Shell Fleet HUB users are authorised to use functions in Shell Fleet HUB and:

- > that they will set and use their PIN codes in accordance with the provisions of the Shell General Terms and Conditions;
- > that they will not reveal their Passwords to third, unauthorised parties;
- > that they will not keep their Passwords in electronic form (in a file);
- > that they will refrain from any actions that may result in an unauthorised access to Shell Fleet HUB by a third party;
- > that they will take every measure to prevent access to Shell Fleet HUB by unauthorised persons;
- > that they will follow all new instructions that Shell may introduce for the use of Shell Fleet HUB or security measures that they should pay attention to;
- > that they will notify Shell in writing or by e-mail immediately if they discover that an unauthorised person has gained access to a User ID or a Password or that it has gained access to Shell Fleet HUB or data contained on Shell Fleet HUB by another manner.

4.6. Shell reserves the right

- > to require a user to change their Password without prior notice;
- > to invalidate the Password if it has reason to believe that the User is in breach of Article 4.5;
- > to suspend any Card and terminate the Contract.

At the Business Partner's request, Shell may, but is not required, to change the Password. Shell may charge the Business Partner for the cost of such a Password change.

4.7. Shell Fleet HUB users have the right to use data from Shell Fleet HUB for analysis by using tables designated for this purpose. In the event that the Business Partner uses Shell Fleet HUB for any other purpose, e.g. reproduction or publicity, they shall require a written consent from Shell. The Business Partner and users may not grant access to Shell Fleet HUB or any data contained on Shell Fleet HUB to a third party in any event or for any purpose.

4.8. The Business Partner is liable for:

- > compliance of the use of Shell Fleet HUB services with all reasonable instructions provided by Shell or a Shell affiliate. The use of Shell Fleet HUB services will always be based on all laws in force and compliant regulations;
- > appropriate registration to Shell Fleet HUB;
- > protecting the confidentiality of the User ID and Password;
- > the use, keeping, protection, and prevention of unauthorised distribution of all materials downloaded from the Internet application Shell Fleet HUB;
- > not allowing any unauthorised person to access or use Shell Fleet HUB services;
- > relieving Shell or Shell affiliates of any claims, lawsuits, taxes, damages, costs, convictions, Contracts, penalties, settlement amounts, and other liabilities arising from unlawful or inappropriate use of Shell Fleet HUB services;
- > notifying Shell immediately of any failures in the Shell Fleet HUB application;
- > notifying Shell immediately of the loss of a User ID or Password.

4.9. Shell reserves the right to access the Business Partner's data available on the Internet site Shell Fleet HUB and the right to save such data.

Shell's logo (a clam), the truck image, and the trademarks displayed on the Internet site Shell Fleet HUB are property of Shell or a Shell affiliate. No part of the Internet site content shall be interpreted as granting the Business Partner, consequently or otherwise, any license or right to use the Shell clam, the truck image, the trademarks or logo displayed on the Internet site.

4.10. Neither Shell nor any Shell affiliate or Third Party designated by Shell to carry out activities pursuant to the General Terms and Conditions, shall be liable to the Business Partner for any direct or indirect damage or loss arising from or in relation to a Shell Fleet HUB service or any other activity related to the Contract, except in the event that the damage was caused deliberately or through grave negligence.

Neither Shell nor any Shell affiliate or Third Party designated by Shell to carry out activities pursuant to the General Terms and Conditions, shall be liable to the Business Partner for any data transfer interference, including transfer failure, delayed transfer and/or faulty transfer, except when caused deliberately or through grave negligence.

Shell will use all reasonable efforts to ensure that the data on the Internet site Shell Fleet HUB is accurate and up to date. Shell does not provide any warranty that the information is accurate. Shell, Shell affiliates or Third Parties designated by Shell to carry out activities pursuant to the General Terms and Conditions do not assume any responsibility or liability for mistakes or omissions in the content of the Internet site.

Using and browsing the Shell Fleet HUB Internet site is the responsibility of the Business Partner. Shell, Shell affiliates or Third Parties involved in the design, delivery and/or production of the Internet site are not responsible for any direct, indirect or consequential damage resulting from the Business

Partner's access to the Internet site Shell Fleet HUB. Without limiting the foregoing, everything on the Internet site Shell Fleet HUB is given to the client "as is". Shell explicitly foregoes any and all warranties, including warranty of fitness for a particular purpose.

Shell, Shell affiliates, or Third Parties designated by Shell to carry out activities pursuant to the General Terms and Conditions do not assume any responsibility for any damage or viruses that may infect the Business Partner's computer hardware and software or any other property as a result of the Business Partner's access to the Internet site Shell Fleet HUB or in the event that the Business Partner transfers files, materials, data, texts, images, video, and audio from the Internet site.

Shell, Shell affiliates, or Third Parties designated by Shell to carry out activities pursuant to the General Terms and Conditions do not assume any responsibility concerning the effect that the services may have on any warranties given by computer manufacturers.

All content on the Internet site Shell Fleet HUB, such as the text, logos, button icons, and images, is the property of Shell. Copying, reproducing, republishing, transferring, or updating on other Internet sites, sending or distributing the content on the Internet site in any way, either for public or commercial purposes, is strictly forbidden.

Shell did not examine the Internet sites that may be hyperlinked to the Internet site Shell Fleet HUB and is not liable for any content on such Internet sites. If the Business Partner uses such links, it does so on its own responsibility.

4.11. In the event of choosing the E-mail Alert:

- > the Business Partner is responsible for being able to receive and read the E-mail Alert. Shell is not liable for errors in data transmission;
- > Shell shall make reasonable efforts as regards the content of the E-mail Alert. Shell does not provide any warranty that the content is perfect and faultless;
- > the Business Partner is responsible for using the E-mail Alert. The functioning of the E-mail Alert does not obligate the Business Partner to use the Cards that are the subject of the E-mail Alert;
- > The Business Partner shall notify Shell in writing of any errors in the functioning of the E-mail Alert.

4.12. For any reason and at any time, Shell reserves the right:

- > to change the format of Shell Fleet HUB;
- > to change the content, form, specification and technical structure of Shell Fleet HUB;
- > to change the type of data required or available on Shell Fleet HUB;
- > to deny a user access to Shell Fleet HUB;
- > to carry out maintenance, repairs or improvements on Shell Fleet HUB to improve the proper and necessary functions.

In such cases, it may:

- a) suspend the service of Shell Fleet HUB (without prior notice) in case of emergency;
- b) give the users such instructions as it deems reasonably necessary;
- c) suspend Shell Fleet HUB in any circumstance in which it is entitled to terminate the Contract on the Shell Service System or as set out above;
- d) withdraw Shell Fleet HUB (in which case the costs of Shell Fleet HUB, if any, shall be amended as appropriate).

4.13. If Shell Fleet HUB or the Shell Website are suspended through the fault of the Business Partner (user), the Business Partner shall reimburse Shell's costs reasonably incurred in the implementation of such suspension. Shell agrees to reactivate Shell Fleet HUB to the Business Partner, in which case it may require the Business Partner to pay reasonable fees or a deposit.

4.14. ERS is accepted and considered to be a tool representing a mode of registration for the Business Partner for tools provided directly to the Business Partner by toll companies based on their own Contracts and are not part of the Shell Group. The service provided with the ERS tool by Shell is limited only to the process of registration. Shell is not responsible for ensuring tolling services or for the documentation that the Business Partner is required to complete in order to acquire tolling services. In the process of registering into the ERS tool, the Business Partner is responsible for the accuracy of the information provided.

4.15. Advance Controls Tool is a portal via which the user can set different limits pertaining to Card usage (in addition to the controls set by Shell) in HUB. If the Business Partner uses this tool, it shall be liable to pay additional Card and service costs. Limits set in the Advance Controls Tool apply only to the service stations that are part of the OLA system. They do not apply to the toll company network. The Business Partner is responsible for the correct entry of limits indicated when setting up control and Shell is not responsible for any operational consequences in the event that the limits set by the Business Partner prevent the Cards from being used. The Business Partner shall inform the Card Users of any additional limits and ensure that HUB contains all selected warnings adjusted to the use of Cards. All control types shall be applied within 24/48 hours from changes in Online Services.

4.16. If, for whatever reason, a Shell Card is cancelled in the Shell system, the electronic device connected to that Shell Card shall be cancelled as well. The same applies if the Business Partner itself cancels the Card via the HUB portal.

5. CREDIT LIMIT

5.1. The contracting parties agree upon the amount of the Credit limit. The Credit limit is set on the basis of estimated consumption, an assessment of creditworthiness carried out by Shell based on the Business Partner's financial rating and security interest. The Credit limit includes the Business Partner's payable and not yet payable transactions.

Shell shall inform the Business Partner of any changes to the Credit limit in writing by e-mail.

5.2. Shell may change the amount of the Credit limit indicated in the Contract unilaterally by written notice to the Business Partner (by e-mail). The new Credit limit set by Shell shall be applied in real time after Shell has

sent written notice to the Card Holder. If the notice referred to in the previous sentence pertains to an increase in the Credit Limit, Article 13.3 of this Contract shall apply.

5.3. Shell has the right to suspend the Card if the Business Partner exceeds the Credit Limit and if it fails to pay its invoices by the due date and the total amount of such invoices does not exceed the Credit limit.

6. PIN CODE

6.1. Each Card has its own PIN number.

The Business Partner may not disclose the PIN number received together with the Card. It must take care of it and keep it separately from the Card in a safe place. The Business Partner may disclose the PIN number only to the Card User. If the PIN number is disclosed to an unauthorised person, the Business Partner must immediately inform Shell. The Business Partner is fully responsible for any damage that may arise from failure to comply with this provision.

6.2. The PIN number may not be kept near the Card in any form.

7. INVOICING

7.1. Invoices indicating transactions as set out in the introduction page shall be issued and sent directly to the Business partner at Shell's own expense.

Invoices shall contain data on transactions by Card for purchases made with Shell and Third Parties.

Invoices shall be issued by country. For purchases in Slovenia, invoices shall be issued by Shell Adria and invoices for purchases made in other countries shall be issued by Shell Adria on behalf of other Shell Group companies. Each invoice shall indicate which Shell Card the Business Partner used, when, which products and/or services were purchased, the amounts, the price per unit, and the total amount.

7.2. The Business Partner may not withhold payment or make an incomplete payment in the event of any complaints concerning the purchase. If an invoice-related complaint is justified, Shell shall settle the appropriate amount or give the Business Partner credit.

The Business Partner must send its complaint regarding transactions by registered mail or e-mail within one month from the date of issue of the invoice. The Business Partner shall bear any costs associated with invoice payments, e.g. (INO) bank charges, transfer fees, etc.

If the Business Partner does not receive the invoice by mail or via Shell Fleet HUB application within 10 days from the date of issue indicated in the Contract, it must inform Shell by registered mail or e-mail, otherwise it shall be deemed that the Business Partner has received the invoice. The amount indicated on the invoice must be paid by the due date, otherwise further use of Shell Cards will be suspended.

7.3. Any complaints concerning the issued invoices arising from a request for copies of Purchase Orders from Shell by the Business Partner can be made based on a written application (e-mail, or in writing) within 30 days from the date of issue of the invoice or statement. If the Business Partner fails to send a written complaint within 30 days, it shall be deemed that the Business Partner agrees with all purchases and that all invoice items are correct and that the Business Partner accepts them.

7.4. Where permitted by law, invoices/statements will also be available to the Business Partner in electronic form via Shell Fleet HUB. In this case, the Business Partner shall not receive invoices/statements in paper form by mail. By signing the Contract, the General Terms and Conditions forming an integral part thereof, the Business Partner agrees to receive invoices in electronic rather than paper form from any Shell in the Shell Group that has the legal basis to issue and send electronic invoices. The Business Partner may request an alternative method of invoicing. If Shell complies with such a request, the Business Partner shall settle the administrative costs incurred in invoicing.

7.5. The Business Partner may request a change in receiving invoices/statements from paper to electronic form. In this case, it must send a written request to Shell. Invoices may be issued in electronic form if so agreed by the Business Partner and Shell. For tax return purposes, the responsibility to check the acceptance of electronic invoices by tax authorities in a given country shall be assumed by the Business Partner.

7.6. Invoices in electronic form will be transferred to Shell Fleet HUB by Shell the day after the date of issue of the invoice. The date of issue of the invoice is set in the Contract. The Business Partner shall receive an electronic notification of the transfer of invoices to the e-mail address communicated to Shell in writing on the day that the transfer is executed. If the Business Partner does not receive the invoice notification, it must notify Shell in writing. If the Business Partner fails to inform Shell within 10 days from the date of issue of the invoice that it did not receive the invoices on Shell Fleet HUB, it shall be deemed that the invoices were transferred to the client's account on Shell Fleet HUB the day after the date of issue of the invoice. Invoices will be kept on Shell Fleet HUB for 13 months. After 13 months, the invoices will be deleted automatically. The Business Partner is obliged and responsible to transfer the invoices to its computer in time. It must also ensure all the necessary software for the transfer of invoices from Shell Fleet HUB.

7.7. Documents offering proof of the invoices' authenticity will be enclosed in the transfer. In every invoice transfer, the file will contain two documents: the invoice in PDF format and the electronic signature in xml format. E-invoices contain a single original invoice. Upon its first entry in the E-invoice module, the Business Partner shall receive the only original invoice that it must transfer to its computer immediately. Upon every subsequent entry in the E-invoice application, the invoice becomes a copy. The Business Partner shall be liable in the event of loss of the original invoice.

8. PRICES, DISCOUNTS, FEES

8.1. Prices and discounts: Shell charges all Supplies at currently valid sales prices at the points of sale or by the list price available on the Web application Shell Fleet HUB <http://www.fleethub.shell.com>, except when discounts on this prices are agreed upon in advance by the Business Partner and Shell. Shell shall define the agreed upon discounts to the Business Partner in an appendix/annex to the Contract and send them by mail or by e-mail.

8.2. Shell charges fees for certain services that are included in the Contract. Fees for services not related to fuel at Shell service stations (motorway, tunnel and ferry tolls, Card usage, invoicing, etc.) shall be charged on country basis in accordance with the Contract.

Shell charges fees for additional services and service pack which are an integral part of the EuroShell system contract.

The extent and rate of all fees shall be defined in the Contract or other written correspondence between Shell and the Business Partner. Shell may change the fees in its sole discretion and introduce additional Card fees and fees for services for Supplies purchased with the Card.

The Business Partner shall be notified of any changes to prices, fees or discounts 15 days in advance by e-mail. Based on this electronic notification, it shall be deemed that the Business Partner is familiar with the calculation of prices, fees or discounts that will be charged for its use of the Card for the payment of Supplies of which it has been notified. The Business Partner must inform Shell within 15 days if it agrees with the changes. In case the Business Partner, the authorised Card Users and the Authorised Card Holders use the Cards after the changes have come into effect, it shall be deemed that it agrees with the new fees.

All prices, fees or discount pertaining to the preceding period of Card usage shall be charged on the next Business Partner's invoice and shall fall due on the due date indicated in the Contract.

8.3. The obligations concerning quantity

Shell and Business partner agrees that are prices/rebates for the supply agreed under the condition that, during a specified period of time, with the cards at least minimum quantity of fuel or services ("minimum Quantity") shall be purchased. Shell will perform checks in the period of 6 (six) months from the signature of the contract and asset whether the minimum quantity was met.

8.4. The Shell may modify the price/rebate/fee at any time when the agreed quantities are not in line with the price/rebate/fee (the quantity is not met or exceeded). Change of price/rebate/fee will be communicated to the business partner 15 days in advance by mail or e-mail. Based on this notice, it is considered that Business partner is familiar with the change of new price/rebate/fee. The business partner must communicate it agrees with the new amendments within 15 days. If the business partner, the authorized card user and the authorized card holders uses card after the change is made, it will be considered that he agrees with the new price/rebate/fee. Changed conditions (prices/rebates/fees) apply by the time when any of the items are not met.

9. PAYMENT

9.1. The terms and methods of payment are set out in the Contract. If the payment is made by means of Direct Debit, the Business Partner must provide the approval of Direct Debit for the account of Shell before signing the Contract and renew this approval as appropriate. Direct Debit will be made to Shell's current account, the money being credited to the current account on the invoice due date.

The settlement must be made out for the entire amount of invoices falling due on the invoice due date.

Regardless of the method of payment, the date of payment shall be the date when the payment is credited to Shell's bank account.

9.2. Shell shall have the right to impose on the Business Partner a charge for each unpaid Direct Debit which the Business Partner fails to make. The amount of the charge shall be agreed upon by Shell and the Business Partner in writing in the Contract or in the Annex to the Contract.

9.3. The settlement of accounts is made for the entire amount of invoices falling due on a particular date.

9.4. Both contracting parties are aware that fuel is an excisable product, the marketing of which is subject to strict rules and regulations. By signing this Contract, the Business Partner indicates its awareness that the resale of purchased fuel is prohibited and undertakes to respect this regulation.

9.5. The invoice is issued in euro. If the purchase is made in the national currency that is not the national currency of the purchase shall be converted into s (the nominal amount in s) at the rate determined by Shell in the country of purchase. If such data is unavailable on the date of issue of the invoice, the European Central Bank rate available at: https://www.ecb.pa.eu/stats/exchange/fxref/ht_ml/index.en.html shall be used. Payment shall be made in euros.

9.6. In accordance with the previous Article, in the event of default on the amounts due, Shell may charge late payment interest at the statutory interest rate.

10. VIOLATION OF THE CONTRACT, CANCELLING AND BLOCKING CARDS

10.1. The following shall be considered a violation of the Contract:

- > the User provides incorrect data to Shell in relation to this Contract or refuses to provide the data required;
- > each attempted or Card abuse, changing data on the Card, transferring the Card to a third party, using the Card after its expiration, further use of the Card after its cancellation was requested;
- > using the Card in contravention of the provisions of this Contract;
- > the User defaults on an amount due; and
- > the User exceeds the Credit limit and fails to provide sufficient security interest required by Shell to cover the changed Credit limit.

In case of a violation of the Contract, Shell may:

- > immediately cancel any Shell Card in the possession of the Card User;
- > terminate the Contract with immediate effect;
- > require immediate payment of any amount owed by the User not yet due;
- > use the security interest provided by or on behalf of the Business Partner.

10.2. Shell shall block the Card if the Business Partner so requires for any reason in writing (by mail, e-mail).

Shell may block any or all issued Shell Cards without additional notification to the Business Partner in the following cases:

- > If the Business Partner fails to make a payment in accordance with Article 9.1 or has other outstanding overdue amounts pertaining to other Supplies provided by Shell, even if such Supplies are not the subject of this Contract;
- > If the Business Partner fails to meet its obligations in accordance with Article 4.3;
- > If the Business Partner fails to meet its obligations in accordance with the last sentence in Article 13.3;
- > Simultaneously with an immediate termination of the Contract;
- > If safe use of the Card is compromised;
- > If the Business Partner has a business share in another company that is blocked due to late payments or exceeds the Credit limit, Shell may block the Business Partner.

Upon blocking Cards in accordance with the previous Article, Shell shall not be liable for the damage suffered by the Business Partner as a result. Blocking Cards within the meaning of this Article means that Shell and Third Parties stop accepting Cards for the purchase of Supplies. Re-acceptance of Shell Cards by Shell and Third Parties may be agreed upon after the payment of all outstanding liabilities.

Shell reserves the right to declare a Card invalid or to cancel one, several or all of the issued Cards at any point and in its sole discretion, in which case it shall send a written notice to the Business Partner.

11. PERSONAL DATA PROTECTION

11.1. Principal Cardholder and Shell 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).

11.2. Shell 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.

11.3. Shell will process Personal Data provided by the Applicant, Principal Cardholder, Associated Persons and Authorised Cardholders in accordance with the Shell Card Privacy Statement available at www.shell.si that supplements the global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com/privacy (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 Shell to Principal Cardholder;
- meeting regulatory requirements related to the performance of the services by Shell to Principal Cardholders, including for assurance with trade controls and anti-bribery and corruption regulations; and
- prevention and investigation of fraud.

11.4. Where Principal Cardholder has provided Shell 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 Fleet Solutions Privacy Statement, as attached to this Agreement as Appendix 2 (also available on www.shell.si and obtain, where required, all consents if these are necessary to fully comply with applicable privacy laws.

11.5. In processing any Personal Data provided to it by the Principal Cardholder, Shell 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. Shell has adopted Binding Corporate Rules that allow Shell to transfer Personal Data between companies of the Shell group, even if such companies are established outside of the EEA.

12. LOST OR STOLEN CARDS, LIABILITIES

12.1. The Card may not be left unattended. If the Card is lost or stolen, abused or in the possession of a person other than the Card User, the Business Partner must immediately inform Shell thereof. The Business Partner shall inform Shell in the following manner:

- > during working hours between 8.00 and 16.30 by calling +386 1 514 05 00;
- > outside working hours by calling +386 1 514 05 00 (call will be transferred on the Service 24).

The Business Partner must also send the notification of a block in writing on mail or e-mail to euroShell-Slovenia@Shell.com as soon as possible. The time of reception shall be the time of receiving the notification by phone, post or e-mail to the address: euroShell-Slovenia@Shell.com.

The Business Partner may also block the Card(s) itself in HUB. In this case, it does not have to inform Shell in writing.

If the Business Partner fails to inform Shell to block the Card, either deliberately or through gross negligence, Shell shall not be liable for any damage suffered by the Business Partner before reporting the Card

lost or stolen.

12.2. Shell shall make sure that the relevant Cards are blocked with all Third Parties.

12.3. The Business Partner shall provide Shell with all available information regarding the circumstances of the loss or fraud and take all appropriate action to help Shell search for the lost or fraudulent Cards.

12.4. The Business Partner must report the loss or abuse at a local police station in the Business Partner's country and inform Shell or in a country where loss or misuse has occurred and obtain a police report, submitting a copy to Shell. In the event of Card loss, theft or abuse, the Business Partner shall provide Shell with all appropriate information on the circumstances of the loss, theft or abuse and take all necessary measures to help Shell retrieve the Card. If the Card remains in the possession of an unauthorised card holder, the Business Partner must ensure that all cancelled Cards are destroyed, such destruction entailing the cutting of the Card's magnetic stripe or chip (this also applies to all Cards that were reported lost or stolen, but were eventually found).

12.5. Shell does not assume any liability if a Third-Party refuses to release the goods for any of the reasons pertaining to Article 4.7.

12.6. Shell is not liable for any damage arising from a falsification of Cards issued in the Business Partner's name. In order to prevent or limit the possibility of Card abuse, the Business Partner is explicitly advised to regularly monitor Card usage or transactions. All transactions made with Shell Cards, except in the events referred to in Article 12.1, shall be charged to the Card Holder.

12.7. The Business Partner is fully liable for any damage that it suffers as a result of mechanical damage to the Card, e.g. due to inappropriate keeping or excessive wear of the Card.

12.8. Shell allow to the Business Partner option to independently block the Card via Shell Fleet HUB. In this case, the Business Partner shall make sure that the Cards are blocked via Shell Fleet HUB by the Business Partner or by persons authorised by it, assuming full responsibility for any damage suffered in the event that the Card was not blocked properly.

12.9. Provisions concerning liability for damage arising from card abuse: Liability for transactions made after the cancellation of the Card via the HUB portal or the Shell Customer Service Centre, a written request sent by e-mail or regular mail to cancel the Card shall be borne by Shell. After such a request is submitted, the Business Partner shall no longer be liable for transactions made with the blocked Card.

12.10. Shell may, at any time and without notice, request the return of all or any Cards or cancel or temporarily suspend (block) all or any

numbers of a client to which the Cards have been issued or refuse to reissue, replace or renew any Card during any period if:
(a) fraudulent, illegal, or unlawful use of any Card is suspected;
(b) Shell receives a credit reference in relation to the Business Partner which in Shell's reasonable opinion is unsatisfactory; or
(c) any Card Holder violates this Contract.

In the events when Shell blocks or temporarily blocks the Business Partner's Card or Cards without notice, Shell shall inform the Business Partner thereof in writing as soon as possible. When Shell temporarily blocks any Card or the entire client for any reason, all sums owed by the Business Partner to Shell shall be payable immediately and Shell may require the Business Partner to settle such sums before the client is reactivated in the system.

12.11. Shell shall satisfy all requests for returning or blocking or temporarily blocking a Card without any effect on the Business Partner's liabilities concerning the use of any Card.

13. SECURITY INTEREST

13.1. Due to deferred payment, the Business Partner shall provide Shell with one of the following types of security interest:

13.1.1. A bank guarantee issued by a bank and previously approved by Shell for the amount indicated in the Contract.

13.1.2 A letter of guarantee issued by an insurance company and previously approved by Shell for the amount indicated in the Contract.

13.1.3. A deposit in the amount indicated in the Contract provided by the Business Partner to Shell as security. The deposit amount shall be transferred to Shell's current account. The deposit shall be returned to the Business Partner within 30 days from the date of termination of the Contract if there are no outstanding liabilities to Shell. The deposit shall not bear interest.

13.1.4. A blank bill of exchange with the power of attorney for the fulfilment.

13.1.5. Other appropriate form security interest granted by Shell.

13.2. The Business Partner shall provide Shell with one of the security interests referred to in Article 13.1 after the signing of the Contract. Until a guarantee is provided, Cards shall not be issued to the Business Partner.

13.3. Shell may require the Business Partner to increase the security interest and/or replace one type of security interests e with another in accordance with Article 13.1 by written notification to the Business Partner (e-mail). The Business Partner must replace the guarantee or increase the security interest amount the latest within 30 (thirty) days after the notification is issued. Otherwise Shell shall have the right to suspend the Cards.

13.4. In the event of late payment by the Business Partner, Shell may draw on the provided security interest in part or in whole in order to settle the liabilities due from the Business Partner, including any late payment interest pursuant to Article 9.6.

13.5 Shell shall notify the Business Partner of any extension on the security interest. The Business Partner must deliver an extended security interest within 10 days before it expires. Otherwise Shell shall have the right to

suspend the Cards.

13.6. If security interest is not provided as requested or if it expires or ceases to be valid for any reason, Shell may, regardless of the status of the Business Partner's liabilities not yet due, terminate this Contract immediately or block all the cards and inform the Business Partner thereof.

14. TERM AND TERMINATION

14.1. The Card's term of validity is indicated on the Card. It is valid until the last day of the month and year indicated on the Card. Business partner should regularly check cards validity in Shell Fleet HUB application. In case that Business partner will not use the card for 90 days before start of renewal process, the card will not be renewed automatically. System will verify the billed and unbilled transactions, to determine whether the card was used within the dormancy period, which is configured at up to 90 days prior to the renewal job runs. If a transaction can be found within that period (in last 90 days), then the card is not considered dormant and the system will allow reissue. If a transaction is not found in last 90 days, then the card is considered dormant and the system will prohibit reissue. Business partner can change status of the card when renewal process starts manually in Shell Fleet HUB application.

14.2. This Contract may be terminated for one of the following reasons:

- > Based on a written Contract of the contracting parties;
- > Either contracting party may terminate the Contract by giving 30 days' prior written notice to the other contracting party;
- > Shell may terminate this Contract immediately and send written notification to the Business Partner if:
 - a) the Business Partner fails to make the payment by the due date set out in Article 10;
 - b) the Business Partner fails to meet its obligations in accordance with Article 6.3;
 - c) the Business Partner fails to meet its obligations in accordance with Article 13.3;
 - d) the Business Partner commits some other violation of this Contract and fails to remedy it within 15 days from being called upon to do by Shell;
 - e) liquidation, bankruptcy, or compulsory composition proceedings have been instituted against the Card Holder;
 - f) a legal person itself chooses to be liquidated without a legal successor or to be restructured, unless it notifies Shell within 10 working days and Shell explicitly agrees to a restructuring in writing;
 - h) Shell receives a credit reference about the Business partner which in Shell's reasonable opinion is unsatisfactory;
 - i) it discovers that the Business Partner and/or any Associated Person is controlled by a country from a prohibited area or is a Rejected or a Prohibited Client; or
 - j) Shell, the Business Partner, or any Associated Person becomes the subject of a change of control. A change of control occurs when:
 - (a) a person acquires control of the relevant party where no person previously had control of such party; or
 - (b) the ultimate parent company of the relevant party ceases to have control of such party; or
 - (c) a person acquires control of the ultimate parent company of the relevant party; or
 - (d) a person that is not under the control of the ultimate parent company of the relevant party acquires control of such party.

14.3 Shell may block Business Partner Shell Account and hence the Cards issued to such a client number without notifying the Business Partner if none of the Cards have been used for thirteen (13) months or more. In the situation referred to in the previous sentence, Shell may also decide to terminate this Contract without notifying the Business Partner.

14.4. Upon termination, the Business Partner:

- > shall return all toll Cards and devices to the issuer by registered mail within 14 days from the termination, otherwise the Business Partner shall be liable to pay all participating late payment interest to the toll companies;
- > shall immediately pay all amounts due in accordance with this Contract (including the payment of invoices issued after the date of cancellation of this Contract or any penalties in accordance with Article 9.6);
- > the Business Partner shall remain fully liable, without limitation, for any Card use and/or abuse in accordance with the provisions of this Contract until issuer receives all toll Cards and electronic devices;
- > the Business Partner shall destroy all Cards, meaning cutting the Cards' magnetic stripe, chip and, when required by Shell (only if the Contract was terminated by the Business Partner), the Business Partner must provide proof of destruction containing all Card numbers and the names of the relevant Card Holders, confirming that all the Cards issued to the Business Partner have been destroyed. The Business Partner shall remain fully liable, without limitation, for all events of Card use and/or abuse before the Cards are destroyed.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1. This Contract is personal to the Business Partner and the latter may not pledge, transfer, or change any of its rights, interests or obligations arising from this Contract without Shell's consent.

15.2. Shell may, in its sole discretion and without of the Business Partner's consent, pledge, transfer or change any of its rights, interests or obligations arising from this Contract.

16. JOINT AND SEVERAL LIABILITY

If the Business Partner is owned by two or more persons, the obligations of the Card Holder shall be joint and several, either de facto or de iure.

17. NOTIFICATION

17.1. All notifications and communications between the contracting

parties shall be deemed to have been sent if communicated in writing to the address (by mail, e-mail) indicated in the Contract or other formal document.

17.2. If a contracting party changes its contact information as defined in Article 17.1, it must notify the other contracting party in writing within 5 (five) working days from the change. If either contracting party fails to notify the other party of an address change or e-mail in due time, all notifications and documents shall be deemed to have been received if sent to the address or e-mail address indicated in this Contract.

17.3. All notifications sent on the basis of this Contract:

- become effective upon actual receipt at the relevant address;
- delivered outside working hours shall be deemed not to have been delivered to the appropriate location until the following day;
- cannot be withdrawn or cancelled, except in the event of a notification sent in accordance with this Article.

17.4. All non-standard mailing addresses (different than as indicated in Article 17.1) must be communicated by the Business Partner in writing or entered from the Business partner side or authorized user into web application Shell Fleet HUB.

17.5. Due to changes that may be introduced in the Shell system in the future, Shell may require that changes be made to this Contract. If the contracting parties fail to agree on the proposed changes within a reasonable time, Shell may terminate this Contract immediately.

17.6. If changes to the Shell system pertaining to technical matters concern all Shell Cards and all Business Partners, Shell may change the Contract unilaterally.

18. AMENDMENTS AND SUPPLEMENTS

Shell may amend the General Terms and Conditions unilaterally under the following conditions: Shell shall publish the amended General Terms and Conditions on the Website 15 days prior to the date when the amendments enter into force. If Shell amends these General Terms and Conditions, it must inform the Business Partner in writing 15 days before they enter into force (by registered mail or by e-mail). The Business Partner must respond, indicating whether or not it agrees with the amendments within 15 days from receiving the notification. If the Business Partner rejects the proposed amendments in writing by registered mail but fails to terminate the Contract, Shell shall be considered to have terminated the Contract with 30 days' notice, starting from the day of sending the notification of the amendment. If the Business Partner continues to use the Card after the date when the amendments enter into force or it fails to notify Shell of the termination in due time, it shall be deemed that the Business Partner has accepted the amendments. The latest General Terms and Conditions are published on the Shell Website (www.shell.si).

These General Terms and Conditions apply as of 20th of June 2019.

19. FORCE MAJEURE

19.1. During a force majeure event, the obligations of both contracting parties shall be suspended. Within the meaning of this Contract, force majeure is an unforeseeable or unavoidable event of an extraordinary nature that occurs after the conclusion of this Contract (earthquakes, war, floods, fires, etc.).

19.2. Force majeure shall mean: (i) any circumstance which is beyond the reasonable control of the Business Partner or its representatives or contractors; or (ii) any requirement to comply with any law, regulation or ordinance, or with any order, demand or request of any international, national, port, transportation, local or other authority or agency or of any body or person purporting to be or to act for such authority or agency or any corporation directly or indirectly controlled by any of them.

19.3. Neither Shell nor any member of the Shell Group shall be liable for any failure to perform its obligations under this Contract if fulfilment has been delayed, hindered, interfered with, curtailed or prevented by circumstances referred to in Article 19.2.

19.4. The contracting party that is unable to perform its obligations due to force majeure shall notify the other party of the type of force majeure and any consequences on the performance of the Contract in due time. If no notification was given, the resulting damage must be settled.

19.5. This Contract may be terminated by the contracting party that has lost interest due to force majeure, provided that the force majeure event lasts more than 90 days.

20. SHELL'S OPERATING PRINCIPLES AND CODE OF CONDUCT

The Contracting Parties declare that they are familiar with the business principles of the Royal Dutch/Shell companies and the Shell Code of conduct published on the www.shell.si and that these principles and codes will be taken into account in their activities in the implementation of this Treaty.

21. SETTLEMENT OF PAYMENT

21.1. All payments made by the Business Partner or any credits or refunds due to the Business Partner shall be applied first in settlement of any interest due and secondly by Shell in its own discretion in reduction of any amount due on any account.

22. LIABILITY OF SHELL

22.1. Save to the extent that such liability cannot be limited or excluded by law, neither Shell nor any member of the Shell Group shall be liable for loss of profit or for any indirect or consequential loss or damage suffered by any Business Partner, Associated Person or Third Party/company 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.

22.2. Furthermore, Shell shall not be liable to any Business Partner, Associated Person or Third Party in connection with fraud, negligence, act, failure, omission or willful act:

- of independent contractors or their employees, contractors or representatives engaged by Shell; and
- of any Shell Card Scheme Participant or their employees, contractors or

representatives/agents (including any refusal to provide Supplies).

23. INTELLECTUAL PROPERTY

23.1. Intellectual Property listed in this Article shall remain the property of Shell and/or its licensors:

- any computer software or data supplied or used (whether via Online Services or otherwise) by Shell or any member of the Shell Group in performing this Contract;
- the content of the Shell Website and the Online Services portal including, but not limited to, any coding, texts, images, links and websites; and
- all other material provided by Shell or any member of the Shell Group under this Contract.

23.1. The Business Partner shall not knowingly and shall ensure or not allow that the Authorised Card Holders and Card Users do any of the following: modify, produce derivative works, transmit, reverse engineer (take, study and copy the Intellectual Property of Shell) and decipher or decompile any derivative works thereof or reduce to human readable form any computer software supplied by or used by Shell or any member of the Shell Group on the basis of this Contract.

23.2. All Intellectual Property arising from this Contract or otherwise produced on the basis or for the purposes of performing this Contract shall be transferred to Shell or any members of the Shell Group as soon as it is produced and shall become its property (when appropriate). Pursuant to Article 23, the Business Partner shall take all necessary measures for surrendering and ensuring that the Authorised Card Holders and/or Users surrender such Intellectual Property to Shell or any other member of the Shell Group.

24. ARTICLE HEADINGS

The article headings used in this Contract are for convenience and shall not affect the interpretation of the Contract.

25. WAIVER

The failure of Shell or any member of the Shell Group to enforce any of the provisions of this Contract at any time shall not be construed as a waiver of that provision unless specifically so confirmed by Shell in writing. No waiver of any violation of this Contract shall be understood as a waiver of any other violation or as a waiver (tolerance) of any future violation of this Contract.

26. ADDITIONAL PROVISION

26.1 The Business Partner undertakes to inform Shell in writing of any changes to the company's status requiring registration with the court within 5 (five) working days from the decision on the change, enclosing a copy of the relevant document.

26.2 The contracting parties shall attempt to settle any disputes amicably. If a dispute cannot be reached, the matter shall be resolved before a court.

26.3 Any invalidity of individual provisions does not affect the validity of the Contract as a whole. If any of the provisions of this Contract proves to be invalid, the contracting parties shall replace it with a valid provision within reasonable time.

26.4. Both contracting parties undertake to protect the secrecy of all data disclosed to them while and in connection to performing this Contract, including the content of the Contract itself. This, however, does not apply to data/information that is already public. The obligation referred to in this Article shall only remain in force for 12 (twelve) months after the termination of this Contract. By signing this Contract, the contracting parties undertake to inform the other contracting party of any changes in the company's information necessary to perform their contractual obligations and are aware of their liability for the consequences of an untimely provision of data.

26.5. The following appendices form an integral part of these General Terms and Conditions:

- Appendix 1 – List of Countries where the Shell Card Scheme Operates.

27. LANGUAGE

27.1 Each notification, demand, request, statement or other communication under or in connection to this Contract shall be:

- in Slovenian; or
- if not in Slovenian, accompanied by a translation into the Business Partner's language or in English.

27.2 The receiving party (the Business Partner and Associated Persons) is entitled to assume the accuracy of any rely upon any translation of any document provided pursuant to sub-article 27.1(b).

28. INDEPENDENCE OF PROVISIONS

If any provision or provisions of this Contract are declared unlawful, unenforceable, or contrary to law or public policy, this shall have no bearing on the validity of the provisions of this Contract. If any declaration should materially affect any rights or obligations of a particular contracting party, the parties shall meet and negotiate in good faith with the intention to reach a Contract on changing the provisions of this Contract affected by this declaration, the change being consistent with the purpose of this Contract.

29. NO ASSOCIATION

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

30. COMPLIANCE

30.1. Shell and the Business Partner represent and warrant to each other that, in relation to this Contract: (a) they are familiar with the anti-corruption legislation applying to this Contract and that they shall act in accordance with all such laws and that (b) neither they nor their employees,

officials, representatives and Associated Persons (nor their employees, officials and representatives) have given, offered or authorised nor will they give, offer or authorise any payment, gift, promise or other benefit, either directly or through any other person or entity for or for the use or benefit of any state official or any person in whose case such payment, gift, promise or other benefit would: (i) represent payment of a bribe; and/or (ii) violate the

anti-corruption legislation in force.

30.2. In performing this Contract, the contracting parties shall comply with all laws, government rules, regulations and ordinances in force.

APPENDIX 1 – LIST OF COUNTRIES WHERE THE SHELL CARD SCHEME OPERATES

1. On the date of conclusion of this Appendix, the Shell Card Scheme operates in the following countries:

Austria
Belgium
Bulgaria
Belarus
Croatia
Czech Republic
Denmark
Estonia
Finland
France
Germany
Gibraltar
Greece
Hungary
Ireland
Italy
Kosovo
Latvia
Lithuania
Luxembourg
Netherlands
Norway
Poland
Russia
Slovakia
Slovenia
Serbia
Spain/Andorra
Sweden
Switzerland
Turkey
Ukraine
UK

Your privacy matters to us so please take a moment to familiarize yourself with this Privacy Policy and contact us if you have any questions or queries. This Privacy Policy complements the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com/privacy, depending upon your location.

What does this Privacy Policy cover?

This Privacy Policy provides information about personal data which are collected and processed in the context of the issuance and use of the **SHELL CARD** as well as your visits to the Shell websites related to the euroShell Card System business, including the Shell Cards Online Portal (SCOL). When processing an Application for a **SHELL 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 CARD** is issued, the Shell Group may collect and process transactional and location information of the Authorized Cardholders, which are 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.

What data do we process?

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

- Business contact details including name, address, email addresses, telephone numbers 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 check)
- Transaction details including driver’s name, card number, vehicle identification documents, products purchased, date, time and location.

Purposes for processing the data collected

Personal Data supplied by the Applicant for a **SHELL CARD** and/or collected through the use of the **SHELL CARD**, may be processed for the purposes of;

- processing the Application,
- establishing an Authorised Cardholder’s identity if this option has been requested by the employing or contracting company (principal cardholder)
- completing credit checks
- operating the cardholder’s account(s) and facilitating access to and use of the online services relating to **SHELL CARD**;
- assessing and/or reviewing the card status and/or purchase record of the **SHELL CARD** on an ongoing basis;
- conducting screening for trade controls and anti-bribery and corruption purposes;
- monitoring volume and spend information;
- conducting aggregated market research and/or statistical analysis;
- identifying and (if possible) preventing money laundering and fraud; and/or
- marketing and commercial communication subject to any consent obtained.

In each case the processing may take place at any time during the course of the Application process and/or the euroShell Card system 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 material to individuals within your organization if consent has been given; individuals are free to withdraw their consent at any time. Consent may also be withdrawn at any time by your company's authorized representative. For more information please refer to the **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com/privacy, depending on your location.

Credit Checks

When processing an application and during the term of any EuroShell Card system agreement, we may assess the creditworthiness of any applicant or cardholder, as well as that of any person(s) associated with the cardholder. 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. Information held by the credit reference agencies regarding any cardholder may already be linked to records relating to associated persons, or the information provided may create such a link. In case of automated decision making for credit worthiness check, the applicant or cardholder has the right to contest such decision and seek human intervention – please refer to the Contact Details section below.

Who is responsible for any personal data collected?

Shell contracting company: Shell Adria d.o.o., Bravničarjeva ulica 13, Ljubljana, Slovenia is the Data Controller for processing personal data. |

Sharing your personal data

Your personal data that are collected as a part of this agreement may be transferred within the Shell group, including to Shell companies which may be located outside the Economic European Area ("EEA") for the purposes specified above.

Additionally, your personal data may be shared with or obtained from any of the following parties:

- the participants in the euroShell Card System scheme, such as the retailers and/or any other company that is permitted to supply products and/or services to **SHELL CARD** cardholders under the EuroShell Card System scheme;
- any person to whom any member of the Shell Group proposes to transfer any of its rights and/or duties under an euroShell Card System agreement;
- All agents, service providers and/or subcontractors of the Shell Group;
- Any other person required or authorised under the law or any regulatory authority.
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to a cardholder's obligations e.g. Experian and CIFAS;
- insurance companies, in connection with insurance products that relate or might relate to the operation and/or leasing companies - in the event the Authorised Cardholder has a vehicle leasing agreement, for the purpose of enabling these companies to monitor vehicle mileage and assess creditworthiness;

We will not disclose your Personal Data without your permission unless we are legally entitled or required to do so. For full details please refer to Shell **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com/privacy, depending on your location.

Your rights

You have the right of access to your Personal Data, 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). For full details please refer to **Global Privacy Notice - Business Customers, Suppliers and Business Partners** available at www.shell.com/privacy, depending on your location.

Who can I contact for more information?

If you have any issues, queries or complaints regarding the processing of your personal data please contact us at GDPR-SI@shell.com, Group Chief Privacy Officer at Shell International B.V. The Hague, The Netherlands - Trade Register, No. 27155369 Correspondence: PO Box 162, 2501 AN, The Hague, or at Privacy-Office-SI@shell.com.

If you are unsatisfied with the handling of your personal data by Shell, then you have the right to lodge a complaint to your own data protection authority.