

SHELL FLEET NAVIGATOR CARD PROGRAM

General Terms and Conditions

1. General.

These General Terms and Conditions form part of the Shell Fleet Navigator Card Program Agreement (“**Cardholder Agreement**”) between Shell Canada Products (“**Shell**”) and Customer, and set forth the terms and conditions applicable to: i) the use of Shell Fleet Navigator Cards (“**Cards**”), ii) the Customer account under which Cards are issued (“**Account**”), and iii) any other services provided to Customer by or on behalf of Shell in connection with the Cards or the Account.

For the purpose of these General Terms and Conditions:

“**Service Provider**” means collectively, Shell, its agents, suppliers, and contractors; and

“**Customer**” means the business for which the Account has been established, as provided by the applicant on the Shell Fleet Navigator Card Program Application.

USE OF THE ACCOUNT, INCLUDING USE OF ANY CARDS ISSUED ON THE ACCOUNT, CONSTITUTES CUSTOMER’S FULL ACCEPTANCE OF THESE GENERAL TERMS AND CONDITIONS.

2. Card Services and Terms of Use

2.1 Issuance and Ownership. Shell will provide Customer with Shell Fleet Navigator MasterCard® Cards for use by Customer in accordance with and subject to these Terms and Conditions. All Cards remain the property Shell or the third party issuing bank utilized by Shell, and must be returned upon request. Shell and/or the issuing bank may cancel, revoke, repossess or restrict the use of Cards at any time. Shell may in its sole discretion process individual Card transactions on either of the MasterCard network or on another card processor’s proprietary network. This agreement is an agreement between Customer and Shell and not an agreement between Shell and the individual Cardholders.

2.2 Card Policies. A copy of these General Terms and Conditions is available on eTRAC (Shell Cards Website); provided that Shell may update these General Terms and Conditions from time to time and without notice. Customer will use Cards and Account only in accordance with the Cardholder Agreement and these General Terms and Conditions.

2.3 Authorized Users. The Cards may be used by Customer and Authorized Users for the valid business purpose of Customer. “**Authorized Users**” refers to Customer’s employees and owners/operators authorized by Customer to use the Cards. The Cardholder Agreement is between Shell and Customer, notwithstanding that individuals who are Authorized Users may use Cards issued on the Account and liability for the Account remains with the Customer. Customer acknowledges and agrees that in the event Customer elects not to have the name of the Authorized User embossed on the front of a Card, Customer waives any and all rights to any claim based on unauthorized use of the Card prior to the Customer reporting it as lost or stolen as required by the terms of the Cardholder Agreement.

2.4 Unauthorized Users. Customer shall notify Shell immediately of any loss, theft or unauthorized use of the Account or the Cards issued thereunder by contacting Card Customer Service and Customer shall immediately deactivate

the applicable Card(s) online via eTRAC. Customer will not be liable for unauthorized charges that occur after Customer notifies Shell of the loss, theft or possible unauthorized use. Except as set forth in this section, Customer shall be liable for the unauthorized use of the Cards of Account. Unauthorized use does not include use by a person to whom Customer has given a Card, a person to whom an Authorized User has given authority to use the Card or any other person with authority to use the Card, and Customer will be liable for all use by such a user.

2.5 Card Acceptance. The Cards may be used at most retail fueling merchants that accept MasterCard® and, if pre-approved by Service Provider for the Account, may also be used at other auto-related merchants that accept MasterCard® (e.g. major auto services companies, and/or major auto parts suppliers). However, Service Provider is not responsible for, and shall have no liability if a merchant or any third party refuses to honor Customer’s Card or accept a transaction on Customer’s Account. Service Provider, Merchants, and credit card processors may restrict the maximum amount of a transaction, (particularly fuel purchase transactions made using an automated self-serve payment device) and may impose other restrictions on the Account and/or Cards issued on the Account, such as a maximum number of transactions allowed per day, week, or month. These restrictions are primarily for security and fraud control. Service Provider is not responsible for and shall not be liable if a Card transaction is not authorized, even if Customer’s Account has sufficient credit available. Additionally, if the Account is over the credit limit or delinquent, authorization of transactions may be declined. Service Provider reserves the right to restrict Cards to certain types of merchants at any time without prior notice.

2.6 International Card Acceptance. Service Provider reserves the right to restrict Card acceptance to purchases made within Canada. In the event that international purchases may be authorized on the Cards and to the extent that the Cards are accepted by merchants outside Canada, international Card transactions shall be converted to Canadian dollars on the Account and may include currency conversion fees.

2.7 Valid Business Purpose. The Account and Card(s) may only be used for valid and lawful business purposes and only for the benefit of Customer. Fuel purchases on Cards are for Cardholder’s consumption only. Using the Account or Cards for bulk fuel purchases is strictly prohibited. If Customer, or a business or individual authorized by Customer, uses the Card(s) or Account in violation of this section, Customer shall be responsible for such prohibited use and shall be liable to Shell for all amounts and expenses incurred by or on behalf of Shell as a result of the prohibited use. Use of Account and Cards may be canceled, revoked, repossessed or restricted by Service Provider at any time if Service Provider suspects prohibited use of the Account or Cards.

2.8 Merchants. Service Provider does not guarantee the timely submission of a transaction to a Card by any merchant and Shell will not be liable for any late payment fees assessed on the Account or any disrupted services between such merchant and Customer that may result.

2.9 Stopped Payments. Customer acknowledges that once a transaction using a Card is processed, Service Provider cannot “stop payment” on the transaction and Customer must follow the disputed transaction process, as set out in section 16 hereof.

2.10 Fraud Control. Customer and Shell agree to cooperate with each other in preventing and prosecuting any fraudulent activity by employees of any party hereto or any third party with respect to the Cards or Account. Shell reserves the right to interrupt, suspend, or terminate Card or Account services without notice to Customer if Shell, in its sole discretion, suspects fraudulent, illegal or abusive activity. Customer agrees to provide, at no cost to Shell, any and all documentation and information as Shell may request, including but not limited to affidavits and police reports related to suspected fraud on the Cards or Account. Failure to provide reasonable cooperation shall result in Customer’s liability for all fraudulent use of Cards or Account.

3. Term and Termination.

3.1 Term. The Cardholder Agreement shall be in effect from the date Customer’s Application is accepted by Shell (the “**Effective Date**”) and shall continue in effect for so long as any term under any exhibit attached hereto continues in force (the “**Term**”).

3.2 Termination.

3.2.1 Without prejudice to any other rights and remedies, a) Shell or Customer may terminate the Cardholder Agreement at any time without cause, by giving not less than 15 days prior written notice to the other party; b) Shell or Customer may terminate the Cardholder Agreement immediately upon notice to the other party if the other party is in breach of the Cardholder Agreement and such breach is incapable of remedy or, if capable of remedy, is not remedied within 10 days of receiving notice of the breach from the non-breaching party. c) Shell may terminate the Cardholder Agreement immediately upon notice to Customer if: i) Customer is, or in the reasonable opinion of Shell is likely to, enter into receivership, file for or be petitioned into bankruptcy, commence liquidation of its assets, enter into any arrangement for the protection of its creditors, or any other event occurs which in the opinion of Shell may affect the ability of Customer to comply with any or all of its obligations or meet any of its liabilities under the Cardholder Agreement; ii) there is a Change of Control of the other party; or iii) any other circumstance arises which gives Shell a termination right under any other provision of the Cardholder Agreement.

3.2.2 Shell may, in its sole discretion, immediately terminate the Cardholder Agreement, suspend all or a portion of the services on the Account, impose restrictions on the Cards or Account, withhold any applicable fuel volume discounts/rebates, exercise any guarantee, letter of credit or other security provided to secure payment on Customer’s Account and apply to any outstanding balance on the Account, or reduce Customer’s credit limit (including to a level below Customer’s outstanding balance) if a) Customer’s performance of its obligations or use of services on the Account violates any applicable law, rule or regulation; b) Shell reasonably determines that a material adverse change has occurred in Customer’s financial condition, or that such a change is reasonably likely to occur in the following twelve (12) months; c) Customer fails to pay any amount due on the Account within five (5) days of its due date; d) Shell reasonably determines, based on its evaluation of Customer’s credit, financial condition or business prospects, that the extension of credit contemplated hereunder is not appropriate or in the best interests of Shell; e) Shell becomes aware that Customer or an affiliate of Customer is controlled by the government of any “**Restricted Jurisdiction**” (meaning a

country or state that is subject to comprehensive trade sanctions or embargoes), or is a “**Denied or Restricted Party**” (meaning 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); f) Customer fails to supply Shell with annual financial statements or supplies incorrect information; g) Shell receives reliable information that Customer is unwilling or unable to perform under this Agreement or that indicates a serious delinquency or charge off with other creditors; h) Customer relocates outside Canada; or i) None of the Cards issued on Customer’s Account is used for a period of 13 months or more.

3.2.3 Termination of the Cardholder Agreement shall not affect Customer’s responsibility to pay, and Shell’s right to recover, any amounts for which Customer, or any guarantor of Customer, is liable in connection with the Cardholder Agreement. Upon termination, Customer shall immediately pay all such amounts owing in connection with the Cardholder Agreement and Customer shall have no right of set-off or deduction. Shell shall be entitled to recover all costs of collection, including without limitation, attorneys’ fees, in the event that all outstanding amounts on Customer’s Account are not paid immediately.

4. Fees, Invoicing and Payment.

4.1 Fees. Customer shall pay Shell for all expenditures, fees, additional service fees, special fees, costs and charges incurred for Card and Account services provided to Customer by or on behalf of Shell (collectively, “**Fees**”), together with any and all charges and interest on Customer’s Account for goods and services purchased by Customer, or anyone authorized by Customer, with any of the Cards issued on Customer’s Account. Shell shall provide Customer with a current list of Fees and reserves the right to modify the Fees from time to time. Shell will notify Customer of any change in Fees, and changes to Fees will be effective no earlier than the date of receipt by Customer of such electronic notice.

4.2 Taxes. Customer will pay, or reimburse Shell for, any and all applicable sales, use, excise, franchise or other taxes, excluding income tax (collectively, “**Taxes**”), whether federal, state or local, however designated, which are levied or imposed with respect to Customer’s use of the Cards issued on Customer’s Account.

4.2.1 Tax Reporting Limitations. Applicable taxes for fuel, maintenance and other non-fuel purchases are dependent on the information provided to Shell by the applicable merchant. If Customer is eligible for tax-exemptions, Customer may enter into a separate agreement with Shell to accommodate tax exempt purchases of fuel. However, nothing in the Cardholder Agreement shall allow Cardholder (regardless of tax-exemption eligibility) to exclude or deduct taxes from payments on the Account that are included in the balance owed on the Account.

4.2.2 Collection of Sales Vouchers. It is Customer’s obligation to collect and retain any sales voucher issued by a merchant at the time products or services are purchased. Requests to Shell for collection of such vouchers may be subject to Fees as set out above in section 4.1.

4.3 Invoicing and Payment.

4.3.1 Invoices. Depending on the services provided on Customer’s Account, invoices and/or statements will be made available to the Customer at billing period intervals determined by Shell from time to time. The Account invoice/statement will detail the Card transactions for the relevant billing period together with any other service charges as described above in section 4.1. Invoices/statements will be made available electronically online via eTRAC, and Customer specifically agrees to receive electronic invoices instead of paper invoices. If Customer wishes to receive paper invoices/statements by mail, a Paper Document Production fee of CDN 10.00 will be applied to Customer’s account for this service.

4.3.2 Payments. Payment of all Account invoices is due in full on the payment due date specified on the applicable invoice/statement. Customer will pay Shell through Pre-Authorized debit. Requests to make payments via other payment methods, such as Electronic Funds Transfer or cheque, are subject to Shell’s written approval at the time the Account is opened and, if approved by Shell, will be confirmed via a separate communication to Customer. Where Shell has authorized Customer to make Account payments by cheque, Customer will be subject to a processing fee of CDN\$2.50 for every cheque received and to a minimum fee of CDN\$30.00 for any returned or NSF cheque. If payment in full is not received on or before the date specified for payment in the relevant invoice, Customer will be in default under the Cardholder Agreement and may be assessed a late payment charge. The late payment charge is 0.0657534% of each unpaid Card purchase and will accrue and be compounded daily from the due date to the date actual payment is received by Shell. The late payment charge of 0.0657534% equates to an annual rate of 27.11%. In addition to any other rights Shell may have upon Customer’s default, Shell may, on notice to Cardholder, demand immediate payment of all Card Purchases.

4.4 Non-Sufficient Funds (NSF). In addition to any other remedies available to Shell under the Cardholder Agreement or by law, in the event Customer’s payment to Shell is dishonored or otherwise not paid, Customer shall pay immediately to Shell in collected funds, the amount of the non-sufficient funds item plus a returned instrument collection fee of a minimum CDN\$30.00.

4.5 Currency Exchange.

4.5.1 Customer agrees that all indebtedness incurred on Customer’s Account, including purchases, Fees, penalties and interest, shall be reflected in Canadian currency. Card purchases made outside of Canada, as applicable, will be reflected on the Account in Canadian dollars.

4.5.2 For Card purchases processed by MasterCard the transactions shall be processed using that conversion rate currently in effect. MasterCard International currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate used by the transaction processor), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of the transaction and the date it is posted to Customer’s account. For international transactions (transactions conducted outside of the country in which the card was issued), the transaction will include a MasterCard cross-border fee of 80 basis points and a MasterCard currency conversion assessment fee of 20 basis points. Customer

acknowledges that such rates shall be determined by Shell in its sole and absolute discretion.

4.5.3 The currency conversion rate applied on the transaction processing date may differ from the rate that would have been used on the purchase date or Customer’s Account statement posting date.

5. Compliance with Law.

Customer and Shell will comply with, and will not use or provide the Cards and related services in violation of, any applicable federal, state, provincial or local laws, regulations, judicial or administrative decisions, executive orders, or rules (collectively, “**Legal Requirements**”), and each party will be solely liable for its own breach of Legal Requirements. Each party is responsible for (i) monitoring and interpreting Legal Requirements applicable to such party; and (ii) determining the particular actions or procedures required for compliance with such Legal Requirements. Neither party shall be responsible for any violation by the other party of the other party’s Legal Requirements.

6. Disclaimer of Warranties.

Except as specifically set forth in the Cardholder Agreement, Shell disclaims all warranties, express or implied, including without limitation, warranties of merchantability or fitness for a particular purpose, which relate to the Services provided under this Agreement. Further, Shell does not warrant that Customer’s use of the Services will be uninterrupted or error-free. This Agreement is a service agreement, any equipment provided to Customer under this Agreement is incidental to the Services provided, remains the property of Shell.

7. Limitation of Liability.

7.1 Service Provider shall not be liable to Customer for any loss or damages sustained by Customer as a result of delay in servicing a transaction request, delay resulting from equipment failure or transmission failure, act of God or any other cause not within the reasonable control of Service Provider or Card sponsoring bank respectively.

7.2 SERVICE PROVIDER SHALL HAVE NO LIABILITY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING CLAIMS FOR LOSS OF PROFITS, WHETHER RESULTING DIRECTLY OR INDIRECTLY TO CUSTOMER, A GUARANTOR, CO-MAKER OR THIRD PARTIES, AND WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR RESULT FROM A BREACH OF THIS AGREEMENT. IN THE EVENT A COURT OR ARBITRATOR IN A FINAL, NON-APPEALABLE AWARD FINDS OPERATOR LIABLE FOR ANY DIRECT DAMAGES, OPERATOR AND BANK’S LIABILITY IN THE AGGREGATE FOR SUCH DIRECT DAMAGES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO OPERATOR FOR THE MONTH PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

8. Indemnification.

8.1 Customer Indemnity. Customer will indemnify, defend and hold harmless Shell, its directors, officers, employees, affiliates and agents against any third party claims, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys’ fees) (collectively, “**Claims**”) arising out of or connected with Customer’s (and Customer’s users’, affiliates’, employees’, agents’ or representatives’) (i) gross negligence or willful misconduct; (ii) breach of the Cardholder Agreement; (iii) use or misuse of any service or

product subject to the Cardholder Agreement or the Shell Website; (iv) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party; or (v) negligence or willful misconduct resulting in a Security Incident (defined below) affecting Shell's systems. Customer will not indemnify Shell for Claims arising from Shell's acts or omissions for which Customer is entitled to indemnification.

8.2 Shell Indemnity. Except in circumstances of fraud or unauthorized use of Customer's Account or Cards, Shell will indemnify, defend and hold harmless Customer, its directors, officers, employees, affiliates and agents against any third party Claims arising out of or in connection with Shell's (and Shell's affiliates', employees', agents' or representatives') (i) gross negligence or willful misconduct; (ii) material breach of the Cardholder Agreement; or (iii) actual infringement of any patent, copyright, trademark, service mark, trade secret or other proprietary right of a third party by use of the Card services, except to the extent such claim is caused by, relates to or arises out of (a) Customer's negligence, willful misconduct, or failure to use the Card services (including any product thereof) as permitted under this Agreement or (b) Customer's configuration or use of the Card services (including any product thereof) in combination with other software, equipment, services, elements, components or systems that are not provided by Shell. Shell will not indemnify Customer for Claims arising from any errors or omissions in any information, data or instructions Customer provides to Shell for use in connection with the Card services, or Customer's or its users' acts or omissions for which Shell is entitled to indemnification, or any claim or issue Customer may have with goods or services purchased using a Card issued on Customer's Account.

9. Confidential Information; Information Security.

9.1 Confidential Information.

"**Confidential Information**" means all data or information that is competitively sensitive material and/or not generally known to the public; including, but not limited to, information which is marked confidential or proprietary, customer lists (but excluding payment data), technology, inventions, systems, operations, facilities, products, services, discoveries, ideas, concepts, research, development, processes, operating procedures, marketing, business and development plans, pricing, policies and financial information. Confidential Information does not include information which: (i) is or becomes part of the public domain; (ii) was already known to the receiving party prior to its disclosure; (iii) is lawfully obtained from a third party without obligations of confidentiality; (iv) is independently developed by the receiving party without reference to any Confidential Information of the other party; or (v) must be communicated in response to a valid law, regulation or court order, provided the disclosing party uses reasonable efforts to notify the other party prior to disclosure (unless such notification is prohibited by law, regulation or court order) so such party may seek a protective order or otherwise prevent or limit such disclosure.

9.2 Disclosure and Use Restrictions.

Neither party will disclose, reproduce, transfer or use the other party's Confidential Information; provided, however, that Shell's employees, affiliates, agents, advisors or subcontractors may access and use Customer's Confidential Information or Personal Information (defined below) in connection with

providing the Services provided such persons will comply with the confidentiality provisions of this Agreement.

9.3 Information Security.

Each party is responsible for: (a) the security of non-public or personally identifiable information ("**Personal Information**") on the systems under its control; and (b) data security issues arising from its systems, or directly resulting from its use of third party vendors or subcontractors (if any) in connection with the Services. Personal Information will also include any nonpublic personal information of a consumer, each as defined by Section 6809 of the Gramm-Leach-Bliley Act. Each party will maintain information security practices designed to prevent unauthorized or unlawful access to, use, disclosure or alteration of Personal Information (collectively, a "**Security Incident**"). In the event of a Security Incident, the affected party will comply with applicable law and in the event Personal Information was compromised and it is reasonably suspected that misuse will result, notify the other party of the Security Incident, subject to any request by law enforcement or other government agency to withhold such notice pending the completion of an investigation. Shell is not responsible for and does not control third party telecommunication lines used in providing the Card Services; and will not be responsible for the security of transmissions using these lines.

10. Customer Data; Data Analytics.

10.1 Customer Data and Analytics. Customer shall be responsible for ensuring the validity, accuracy and completeness of all information, data and instructions (including Personal Information as defined above) provided to Shell (collectively "**Customer Data**"). Shell shall be entitled to rely upon the Customer Data in providing the Services. Shell shall not be required to act on instructions provided by Customer if Shell reasonably doubts an instruction's contents or Customer's compliance with this Agreement or any Legal Requirements. Subject to the provisions of Section 8 herein, Shell or its affiliates may extract information from the Customer Data provided to Shell by Customer and use this information with any other data in connection with research and development or creation of data and analytics tools and products in accordance with applicable law. Customer represents that it has sufficient rights (and has made sufficient disclosure to its users) in the information provided hereunder to authorize such use. Shell or its affiliates will own all right, title or interest in or to any information, products, services or intellectual property arising from such data and analytics research and development activities. Shell and its affiliates' access to and use of information, including use in commercial products developed as a result of or in connection with such research and development activities, will not be a violation of this Agreement.

10.2 Number of Vehicles. Some of the Card services provided by Shell hereunder may be billed on the basis of the number of vehicles or other equipment with respect to which Customer is using the Card services. Customer will keep Shell updated of any changes in the number of Customer's vehicles utilizing any such services, and Shell will not be responsible for any errors in billing that result from any failure on the part of Customer to do so.

11. Intellectual Property.

11.1 Ownership. The Cardholder Agreement does not grant either party any right, title, interest, license (express or implied) to any patent, trademark, service mark, copyright, trade secret or proprietary right associated with, on

the part of Shell, the Card services, or, on the part of either Shell or Customer, applications or business methods of the other party (or those of such party's affiliates) required or provided in connection with the Services (whether owned or licensed by such party or its affiliates or a third party); or arising from Shell or its affiliates' research and development activities.

11.2 Use of Marks and Publicity. Neither party will use any trademark, service mark, trade name nor other proprietary designation (collectively, "**Marks**") owned, licensed or registered by the other party without prior written consent; provided, however, Shell may use Customer's name in publicity indicating that Customer and Shell have entered into a contractual relationship. A breach of the terms of this Agreement related to the use of a party's Marks will cause irreparable harm such that the non-breaching party will not have an adequate remedy at law and, in addition to any other rights or remedies available at law or in equity, will be entitled to seek injunctive relief against the breaching party (without posting a bond or other security).

12. Credit Limit and Security.

12.1 Credit Limit. Shell shall determine, in its sole discretion, whether to establish a monetary limit ("**Credit Limit**") on Customer's Account. Shell may increase or decrease such Credit Limit from time to time, in its sole discretion. It is Shell's policy to promptly notify Customer upon establishment of a Credit Limit on Customer's Account or any change thereto, but Shell will not be liable in the event it fails to do so. Shell does not guarantee that it will establish or maintain any specific available Credit Limit for Customer, and Customer hereby waives any and all claims against Shell and its affiliates based on Shell's determination of Customer's Credit Limit. Customer agrees not to request or permit transactions on its Account in excess of the established Credit Limit. In the event Customer exceeds its Credit Limit, Shell may, in its sole discretion, request immediate payment from Customer, immediately suspend some or all of the services on the Account, and/or charge Customer an additional Fee.

12.2 Security Interest. Shell reserves the right to require security (whether in the form of a banker's guarantee, personal guarantee, letter of credit, deposit or otherwise) in respect of Card transactions and any other sums due on Cardholder's Account. The provision of security shall not affect Customer's liability for the Account. If security is not provided on request or expires or ceases to be valid for any reason then, without prejudice to Shell's right to recover all amounts due from Customer, Shell may terminate the Cardholder Agreement immediately upon notice to Customer.

13. eTRAC (Shell Cards Website).

Shell may provide Customer with access to eTRAC (an internet website) operated by or on behalf of Shell in connection with the Card and Account services, ("**eTRAC**"). Customer, and individuals authorized by Customer to use eTRAC, will comply with these General Terms and Conditions and all other policies and the terms of use posted on eTRAC, as the same may be modified from time to time.

14. Consent to Electronic Communications and Notices.

Customer hereby consents to electronic delivery of the following documents and accepts any future changes to those documents that may be published from time to time on eTRAC and/or delivered electronically to Customer: Online Electronic Disclosure and Consent Agreement, All Product and Service Disclosures, Periodic Statements, Notices, History and Transaction Records,

Change-in-Terms, Adverse Action Notices and Changes to Minimum Hardware and Software Requirements. By consenting to conduct transactions and receive disclosures and notices electronically Customer agrees to provide Shell with the information needed to communicate electronically. Customer agrees to keep the e-mail and account information current at all times and to notify Shell immediately if it changes. If Customer fails to update or correct the email, Shell may freeze the account until Customer contacts Shell or its authorized representative and provides corrected information. Customer agrees to have and maintain (or have access to) the minimum hardware and software required to access eTRAC and receive the electronic communications listed above.

15. Governing Law.

The Cardholder Agreement shall be governed by and construed in accordance with the provincial laws of Alberta, and federal laws of Canada, as applicable.

16. Dispute Resolution.

16.1 Customer must notify Shell in writing of any disputed transactions which appear on Customer's Account statement within ten (10) days from the date of invoice, otherwise the information on the statement will be deemed undisputed and accepted by Customer for all purposes. Unless required by law, Shell will not be responsible for and reserves the right to dismiss any individual claim below the minimum dispute amount of \$15.00. Final resolution of disputed transactions is the responsibility of the Customer.

16.2 Any claim or demand relating to goods and/or services purchased using any of the Cards issued on Customer's Account shall be resolved between the Customer and the merchant that provided the goods and/or services. Shell will use reasonable efforts to assist Customer in resolving any disputed purchase transactions between Customer and Merchant (not related to goods or services warranty or workmanship issue or other problems). However, Shell shall have no financial responsibilities for such transactions.

16.3 Any dispute arising out of or relating to the terms of the Cardholder Agreement shall be resolved by the courts of the province of Alberta and the substantive and procedural laws of Alberta shall be applied.

17. Severability.

Any provision of the Cardholder Agreement that is determined invalid or unenforceable will be deemed void; and all other provisions shall continue in full force and effect.

18. Headings.

Headings are provided for reference only and shall be used to interpret the provisions herein.

19. Entire Agreement; Amendments.

These General Terms and Conditions form part of the Cardholder Agreement and together constitute the entire agreement between Customer and Shell, and supersedes all prior agreements. The General Terms and Conditions may be changed by Shell at any time upon notice to Customer. Retention or use of the Account and Cards after the effective date of any change will constitute acceptance of the new terms. If Customer does not agree to any such change, Customer may terminate the Cardholder Agreement by notifying Shell in writing.

20. Assignment.

20.1 The Cardholder Agreement is specific to Customer and Customer shall not be entitled to assign, transfer, mortgage or charge all or any of its rights interests or obligations thereunder.

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

21. Subcontractors.

Shell may subcontract all or any portion of the Card services using vendors both within and outside Canada.

22. Notices

22.1 Except where expressly stated otherwise, a notice, demand, request, statement, or other communication under or in connection with under the Cardholder Agreement shall only be effective if it is in writing. Faxes and e-mail are permitted.

22.2 Notices, demands, requests, statements, or other communications under or in connection with the Cardholder Agreement shall be sent to a party at the 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 Shell, copied to the company secretary at the registered address.

22.3 Any notice given under the Cardholder Agreement shall be effective only upon actual receipt at the appropriate address.

22.4 Any notice given under the Cardholder Agreement outside working hours in the place to which it is addressed shall be deemed not to have been given until the start of the next working day in such place.

22.5 No notice may be withdrawn or revoked except by notice given in accordance with this section.

23. Survival of Obligations.

Customer's obligations and liabilities for the Cards and Account, obligations of any guarantors of Customer's obligations hereunder, all representations and warranties and covenants of Customer, and any indemnities and limitations of liability set forth in the Cardholder Agreement, will survive termination thereof.

24. Independent Contractors.

Shell and Customer are independent contractors. Nothing in the Cardholder Agreement shall be construed to create a joint venture, partnership, employment or similar relationship between the parties. Except as specifically provided for herein, neither party will be liable for any obligation incurred by the other; neither party is an agent or representative of the other; and neither party will represent otherwise.

25. Waiver

The parties' respective rights and remedies hereunder, at law, and in equity are cumulative and not exclusive. Any waiver, consent or approval of any failure to comply, breach or default under this Agreement must be in writing, will be effective only to the extent set forth in such writing and will not continue to apply to additional failures to comply, breaches or defaults. Either party's failure to enforce its rights or the obligations of the other party hereunder shall not constitute a waiver thereof.

26. Force Majeure.

Neither party will be in default under this Agreement, and will be excused from performing its obligations, if its performance is prevented, restricted,

delayed or interfered with due to a Force Majeure Event, whether foreseen or not. A "Force Majeure Event" includes (i) labor disputes, strikes, riot or other civil unrest; (ii) flood, hurricane, tornado, lightning, severe weather, earthquake or other natural disaster; (iii) rationing or other shortage of materials; (iv) utility failures, electronic transmission failures or other electronic or communication failures or delays; (v) terrorism, embargo, blockade, revolution or other acts of war; (vi) any change in laws, orders, rules, regulations, ordinances or other governmental or judicial acts impairing performance, (vii) acts of God, or (viii) any event that is beyond a party's reasonable control. Notwithstanding anything to the contrary in this Agreement, the duty of Customer to remit payment to Shell on Customer's Account is absolute and shall not be diminished, excused or discharged by any Force Majeure Event.

27. Language. For Quebec only:

Both parties herein acknowledge that they have requested and consented to have the Cardholder Agreement and all documents and correspondence ancillary thereto drafted in English only. Les parties aux présentes reconnaissent qu'elles ont demandé et accepté que la présente convention ainsi que tous les documents et toute la correspondance connexes soient rédigés en anglais seulement.