

ExxonMobil Malaysia Sdn. Bhd. (EMMSB) Fleet Card Terms and Conditions

1. DEFINITIONS

In addition to the terms defined in the Fleet Card overleaf, as used herein, the following terms shall have the following meanings:

"Account" means the Fleet Card Account described and established in this Agreement.

"Agreement" means an agreement between EMMSB and the Cardholder governing the Account established in the name of the Cardholder in respect of any purchase and/or charge to the Fleet Cards for fuels and the use of the Fleet Cards by the Cardholder and/or the Authorised Users subject to the terms and conditions herein.

"Authorised Reseller" means operators of participating Esso or Mobil service stations accepting the Fleet Card for purchases of fuels.

"Authorised Signatory" means the person who is authorised to complete and sign the Fleet Card Application Form and the Fleet Card for and on behalf of the Cardholder.

"Authorised User" means a person designated in writing by the Cardholder in the Fleet Card Application Form to have the authority to use the Fleet Card bearing the registration number of a Listed Vehicle.

"Billing Period" means the period for the billing of Charges as specified by the Cardholder on the Fleet Card Application Form and approved by EMMSB.

"Business Day" means a day other than a Saturday, Sunday, public holiday or an off day declared by EMMSB.

"Cardholder" means the entity whose name and address appear on the Fleet Card Application Form, being the party contracting with EMMSB hereunder.

"Charges" means all amounts charged to each of the Fleet Card, any late payment charges or other amounts due and payable to EMMSB hereunder and all other costs, fees or expenses (including without limitation, legal fees on a full indemnity basis) incurred by EMMSB in the recovery of or in relation to or in connection with any of such amounts, charges, costs, fees or expenses payable hereunder.

"Credit Limit" means the maximum amount of credit which EMMSB will extend to the Cardholder for Fleet Card purchases.

"Credit Period" means the period for full settlement of the Charges by the Cardholder as established and endorsed by EMMSB on the Cardholder's Fleet Card Application Form, or such other period as EMMSB may from time to time establish with the Cardholder, such period to commence from the date of invoices referred to in Clause 5.3 hereof.

"Driver Card" means a card issued to the Cardholder and to be used with a valid Vehicle Card in the Dual Card system. A PIN is allocated to the Driver Card. The Driver Card shall be embossed with the name of the Cardholder and Authorised User Driver, the Card number and the expiry date.

"Dual Card" system means a system of using the Vehicle Card and Driver Card together to complete a transaction to purchase fuels at the Authorised Reseller.

"e-Business" means an electronic mode of managing the Cardholder's account via a secured web portal whereby selective account information will be displayed upon successful username and password login as well as communication via electronic means between Cardholder and EMMSB or its nominated 3rd party contractor.

"Electronic Data Capture at Point-of-Sale" (EDC Pos) means any computerised electronic data capture terminal which is located at the Esso or Mobil service stations to facilitate purchases made using the Fleet Card.

"Fleet Card" means a card issued by EMMSB pursuant to this Agreement bearing the registration number of a Fleet Card or a Master Card. A PIN will be allocated to the Fleet Card.

"Fleet Card Receipt" means a manual, machine print-out and/or electronically printed receipt issued by EMMSB or the Authorised Reseller at the time of purchase and charge of fuels to the Fleet Card.

"Fuels" means available Synergy F-1 (RON97), Synergy 5000 (RON95) and Synergy Diesel (as EMMSB may advise from time to time) offered for sale by an Authorised Reseller, for which purchases may be charged to the Fleet Card.

"Fuel Limits" means the amount stipulated by the Cardholder on the Vehicle Details Attachment as being the maximum amount chargeable at any one time either daily limit or monthly limit or for any one transaction to the Fleet Card issued for a Listed Vehicle, which amount shall be subject to EMMSB's approval.

"Listed Vehicle" means a vehicle authorised by the Cardholder to which a Fleet Card has been designated and the vehicle registration number of which appears on the Fleet Card.

"Master Card" means a card with alphanumeric characters not exceeding 10 digits chosen by the Cardholder in his Vehicle Details Attachment and accepted by EMMSB, and embossed on a Fleet Card in lieu of a vehicle registration number.

"Notification of Loss" means a notice in writing by the Cardholder and/or Authorised User on company letterhead with company stamp and authorised signatory sent via fax or via electronic means such as email or e-Business by the Cardholder to EMMSB reporting the loss or theft of a Fleet Card pursuant to Clause 6.4 below.

"PIN" means a Personal Identification Number allocated by EMMSB to the Cardholder to enable the Cardholder to make purchases of fuels from the Authorised Reseller without having to sign or endorse the Fleet Card Sales Voucher or receipt. However, in any case, EMMSB or Authorised Reseller reserves the right to request the Cardholder or Authorised User to sign or endorse the Fleet Card Sales Voucher at any time deemed necessary.

"Replacement Fleet Card" means a Fleet Card specially issued in case of loss, theft or mutilation in accordance with Clause 6.4 hereof or, in the case of surrender of a Fleet Card in accordance with Clause 9.10.1 hereof, as applicable.

"Security" refers to the collateral that EMMSB may require the Cardholder to provide as security for payment and includes but not limited to Bank Guarantee or Cash Deposit.

"Sales Voucher" means a voucher issued by EMMSB or by the Authorised Reseller at the time of the purchase and charge of the fuels to the Fleet Card.

"Vehicle Card" means a card issued to the Cardholder which is registered to a particular vehicle and to be used individually or together with a valid Driver Card in a Dual Card system to purchase fuels from the Authorised Reseller. The Vehicle Card shall be embossed with the name of the Cardholder, the vehicle registration number (except for Dual Card system), the Card number and the expiry date.

"Vehicle Details Attachment" means the attachment to the Fleet Card Application Form completed by the Cardholder and containing the particulars of each of the Listed Vehicles to be issued with a Fleet Card pursuant to this Agreement.

"Written Notification" or any other "Notification" means a notice in writing by the Cardholder on company letterhead with company stamp and Authorised Signatory, sent to EMMSB via mail, courier, fax or electronic means to the attention of: ExxonMobil Card Centre (EMCC), Peti Surat No. 28, Pejabat Pos Dengkil, 43807 Dengkil, Selangor Darul Ehsan. Fax No: 03 8318 4559. Email: customer@essomobilmcard.com.

2. CARD ACCOUNT

2.1 The Agreement shall commence on the date of EMMSB's approval and endorsement of the Cardholder's Fleet Card Application Form and shall continue until terminated or cancelled in accordance with the provisions of this Agreement as stipulated in Clause 10.1.

2.2 The Cardholder agrees to:

2.2.1 be bound by the terms and conditions of this Agreement and shall be responsible for the Fleet Cards issued by EMMSB on the Cardholder's Account and shall ensure that the Authorised Users comply with the terms and conditions of this Agreement.

2.2.2 provide EMMSB with credit or other relevant information regarding the Cardholder and consent for EMMSB to obtain credit or other relevant information regarding Cardholder from any bank or other financial institution, commercial or other entity.

2.2.3 provide complete and reliable financial statements (audited if available) and related information in a timely manner.

2.3 The Cardholder or the Authorised Signatory shall sign the Fleet Cards immediately upon receipt thereof. If EMMSB allocates a PIN to the Fleet Card, he shall destroy the slip advising him of his PIN number immediately upon receipt and keep any records separate from the Fleet Card. The Cardholder shall check and verify all particulars stated there under. Any discrepancies must be reported to EMMSB within fourteen (14) days of receipt of the Fleet Card or PIN.

2.4 If the Authorised User is a person who is in possession of the PIN, which is allocated to the Fleet Card, then he is not required to sign or endorse the Fleet Card Sales Voucher or receipt. However, in any case, EMMSB or Authorised Reseller reserves the right to request the Cardholder or Authorised User to sign or endorse the Fleet Card Sales Voucher or receipt at any time deemed necessary and/or to insist other documentation for identity verification purposes.

2.5 The Fleet Card enables the Authorised Users to purchase fuels from any Authorised Reseller and to charge such purchases to the Fleet Card PROVIDED ALWAYS THAT EMMSB shall not, under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the fuels or be liable in the event of such non availability or non-provision thereof and PROVIDED FURTHER that any purchase tax, customs excise and/or other levies or duties imposed or levied by any governmental authority or body whether imposed before or after the date of any purchase and charge of the fuels to the Fleet Cards shall be for the Cardholder's account.

2.6 The Fleet Card can only be used to purchase fuel and cannot be used to purchase mart items including lubricants.

2.7 The Authorised User shall be the only person with authority to use the Fleet Card and it bearing the registration number of the Listed Vehicle, then for use only in relation to such Listed Vehicle. The Cardholder and Authorised User hereby acknowledge and agree that in the event the Card Reader at the Pump (CRIND) is not available for any reason whatsoever, then the Authorised Reseller shall be required to verify the limit and/or status of the Fleet Card prior to authorising any purchase to be made. In this respect, Cardholder undertakes to cause the Authorised User to co-operate with the Authorised Reseller.

2.8 The Fleet Card will be suspended from further use if an incorrect PIN is entered. It is the Cardholder's responsibility to ensure the correct PIN is used for the corresponding Fleet Card when making a transaction at an Authorised Reseller.

2.9 The aggregate amount chargeable at any one time or in any one transaction to the Fleet Card in respect of a Listed Vehicle shall not exceed the Fuel Limits applicable to the said Listed Vehicle. In the event the Fleet Card has reached and/or exceeded its credit limit, the system will reject the said Fleet Card and payment will not be able to be affected, whether in full or partial and the

transaction will not be recorded as a Fleet Card transaction. Accordingly, the Cardholder shall have to settle the payment directly with the service station.

2.10 If Cardholder opts for the Dual Card system, the Cardholder or Authorised User must present both the Driver Card and the Vehicle Card to complete a transaction at an Authorised Reseller to purchase fuel.

2.11 The Fleet Card shall be mailed or delivered to the Cardholder and is expected to take at least three (3) weeks to arrive.

2.12 EMMSB shall not, under any circumstances or in any way whatsoever, be liable or responsible for:

2.12.1 any act or omission of any Authorised Reseller including the refusal by or failure of any Authorised Reseller to honour the Fleet Card or for any PIN refusal or rejection by EDC Pos terminal for any reasons whatsoever or for any loss or damage arising from the manner of acceptance of the Fleet Card, or for any defects or deficiency in or complaints relating to the fuels or for any other disputes or claims the Cardholder and/or Authorised User may have with or against an Authorised Reseller.

2.12.2 any loss or damage suffered by the Cardholder in respect of any statement, communication or implication relating to or arising from any revocation, suspension or restriction of the use of the Fleet Card.

2.12.3 any special, incidental, consequential, exemplary or punitive damages.

2.12.4 any dispute or claim that the Cardholders and/or Authorised User may have with or against the Authorised Reseller shall not affect the obligations of the Cardholder and the Authorised User under this Agreement.

2.12.5 any transactions for purchases of fuel (whether such transaction are disputed by the Cardholder for whatever reasons) unless EMMSB in its sole and absolute discretion agrees to waive payment.

In all circumstances, the Cardholder shall pay in full the amounts of all Charges stated in the monthly statements on or before the stated due date.

3. CARDHOLDER'S INFORMATION

3.1 In the event of any change of the Authorised Signatory of the Cardholder or any other material changes of the particulars of the Cardholder such as address or contact details, the Cardholder shall notify EMMSB via a Written Notification of such change.

3.2 The Authorised Reseller shall have the right, but shall not be required to verify the registration number of the Listed Vehicle appearing on any Fleet Card and/or that the purchases charged to the Fleet Card relating to or are for the benefit of the Listed Vehicle which registration number appears on the said Fleet Card and/or the identity and/or the authority of a person purporting or holding himself out to be an Authorised User even if the Fleet Card tendered by such person appears to be in order and the Cardholder or the Authorised User as the case may be shall tender his full cooperation. In the event of refusal, the Authorised Reseller shall be entitled to reject the use of the said Fleet Card for any charge.

3.3 The Cardholder shall be responsible for and shall ensure that the Sales Voucher or the Fleet Card Receipt, as the case may be, accurately reflects any and all purchases charged to the Fleet Card. In the absence of manifest error, the Sales Vouchers and the Fleet Card Receipt, as the case may be shall be deemed as conclusive and binding upon the Cardholder and the Authorised User for all purposes of this Agreement. In the event the Fleet Card Receipt and/or the Sales Vouchers are misplaced, damaged and/or lost, the Cardholder shall be responsible for the same and no request to EMMSB for copies thereof shall be entertained.

4. LIABILITY OF CARDHOLDERS

4.1 Pending the receipt by EMMSB of the notification of changes in Clause 3.1, the Cardholder shall continue to be liable to pay for all charges incurred on use of the Fleet Cards.

4.2 Upon receipt of any Fleet Cards from EMMSB either by ordinary mail or by courier, the Cardholder may return the original mailing slip (if available) duly acknowledged to EMMSB. Notwithstanding that the mailing slip may have been returned or not, the Cardholder shall be liable for all charges to the said Fleet Card and no complaints or enquiries will be entertained. The first use of the Fleet Card shall constitute conclusive evidence that the Cardholder agrees to be bound by the terms and conditions of this Agreement.

4.3 The Cardholder may, at any time and from time to time give EMMSB thirty (30) days' prior notice in writing to amend the Fuel Limits, which amended amount, shall be subject to EMMSB's approval. The amended Fuel Limits shall take effect on the date immediately following the date of EMMSB's approval. The Cardholder shall be responsible for and shall ensure that the credit limits are appropriate. EMMSB reserves the right to request for Security as a precondition for amending the Fuel Limits.

4.4 The Cardholder represents and warrants the accuracy of the details furnished in the Fleet Card Application Form, notices and other information furnished or required to be furnished to EMMSB from time to time, including without limitation, the particulars of the Listed Vehicles in the Vehicle Details Attachment and of the Authorised Users in the Fleet Card Application Form. Any changes arising thereto must be reported to EMMSB in writing. The Cardholder hereby authorizes EMMSB to disclose, to any third party including its affiliates, any information furnished by the Cardholder to EMMSB at any time during the period of this Agreement and any information in respect of the use of the Fleet Card.

4.5 The Cardholder shall be responsible and shall pay in full for any and all purchases of fuels charged to the Fleet Cards notwithstanding that a vehicle is no longer a Listed Vehicle or an Authorised User is no longer so authorised or that the Charges were incurred by a person who was not, at the time of the purchase and charge, an Authorised User that the purchase and charge was not incurred in respect of the fuels nominated for a particular Listed Vehicle or of any Listed Vehicle or any disputes or discrepancies related to the Vehicle Profiles function

4.6 When Cardholder purchases fuel using the Fleet Card, the Cardholder is deemed to represent to EMMSB that the Cardholder is solvent and able to pay for such purchases.

4.7 The Cardholder shall indemnify and keep EMMSB at all times indemnified against any and all claims, losses, damages, actions, demands, penalties, fines, costs or expenses (including without limitation, legal fees on a full indemnity basis) of any nature whatsoever and howsoever arising, which EMMSB may incur, sustain or suffer arising out of or relating to or in connection with the issuance of the Fleet Card to the Cardholder or the use of the Fleet Card by the Cardholder and/or Authorised User for the purchase of fuels in the event of any fraud or non compliance of any applicable laws and regulations of Malaysia by Cardholder or its Authorised User.

5. PAYMENT

5.1 If the amount outstanding in the Fleet Card account (including current month purchases) exceeds the Credit Limit, then the excess amount shall be immediately payable by the Cardholder to EMMSB upon demand. EMMSB may at its discretion withdraw credit limit or refuse to supply product to the Cardholder if the Cardholder exceeds its credit limit.

5.2 Payment for the Charges shall be made by means of Direct Cash Deposit, Cheque Deposit, GIRO / wire / telegraphic transfer or Direct Debit from Cardholder's bank account into EMMSB's Bank Account. The amount paid shall be in Ringgit Malaysia (RM) as stated in the statement. The Cardholder shall be responsible for any bank charges in clearing the payment in the event that such payments are remitted from outside Malaysia. EMMSB has the sole discretion to change the mode of payment from time to time without giving prior notice.

5.3 Invoices reflecting the Charges will be posted to the Cardholder in accordance with the Billing Period. All Charges are due for payment in full within the Credit Period unless prior written approval is obtained from EMMSB. EMMSB will also issue to the Cardholder on the last day of each month or as soon as may be practicable, statements of account recording the payments made and the invoices outstanding as of the date of the statement.

5.4 The due date stated in the invoice / statement shall be the date whereby the payment / fund must have already been successfully credited / cleared / transferred to EMMSB's banking account. Therefore, remittance of payment should be done earlier depending on method of payment and fund clearing rates of the local bank at which the payment / fund originated from, to accommodate the due date.

5.5 EMMSB has the discretion to change the Credit Period or other payment terms from time to time without giving prior notice.

5.6 The Cardholder shall give written notification to EMMSB (Attention: EMCC) of any questions, problems, disputes concerning any invoices and/or monthly statements immediately upon receipt of such invoices and/or monthly statements but in any case not later than thirty (30) days from the date of the said invoices or monthly statements. Notwithstanding the above, the Cardholder shall pay in full the sum stated in the invoices on or before the due date. Upon completion of investigation into the claim alleged by the Cardholder, any amount, if any, due to the Cardholder shall be credited to the Cardholder.

5.7 The Cardholder and/or Authorised User may from time to time request for a second copy of the statement of account. The Cardholder and/or Authorised User making such request agrees to pay a service charge of RM10.00 or such other sum as EMMSB may determine in the event that the said statement of account is two months old or more.

5.8 Questions, problems and disputes, if any, received by EMMSB after the said period as stipulated in Clause 5.6 above shall not be entertained and the Cardholder shall be deemed to have fully accepted the invoices and/or monthly statements in respect of which the Cardholder shall make full payment together with any accrued late payment charge.

5.9 A late payment charge of two percent (2%) per month shall be levied on any amount due and unpaid and to be levied on a daily basis until full payment is made.

5.10 Any invoice, statement or notice referred to in this Agreement shall be deemed to have been received by the Cardholder on the date following the date of its posting by ordinary mail to the address set forth in the Fleet Card Application Form or to the last address notified in writing to EMMSB by the Cardholder.

5.11 Cardholder shall pay all costs including but not limited to, reasonable attorneys' fees and collection agency fees incurred by EMMSB, to recover any amount due and owing to EMMSB arising from Cardholder's default in payment of such sum under this Agreement.

6. LOSS OF CARD, DISCLOSURE OF PIN, FRAUD AND PREVENTIVE MEASURES

6.1 The Cardholder undertakes and agrees with EMMSB that it shall at all times during the term of this Agreement observe and perform, and shall ensure that the Authorised Users shall at all times during the term of this Agreement observe and perform, all the terms and conditions set out in this Agreement, including without limitation, the following:

6.1.1 to take all reasonable care and precaution to prevent the loss, theft and mutilation of any Fleet Cards;

6.1.2 to comply with all requirements, directions, instructions and measures as may be issued by EMMSB from time to time in respect of the Fleet Card and/or PIN issued;

6.1.3 not to reveal the PIN of the Fleet Card bearing the registration number of a Listed Vehicle to any person other than the Authorised User;

6.1.4 to reimburse EMMSB all costs and expenses (including without limitation, legal fees) that EMMSB may pay, incur or sustain in relation to any action taken to enforce the terms and conditions of this Agreement;

6.1.5 to immediately inform EMMSB if the Cardholder suspects that a Fleet Card is being used without its authorisation; and

6.1.6 to promptly inform EMMSB of any changes of its address and that of its Authorised Users.

6.2 The Cardholder shall immediately notify EMMSB (Attention: EMCC) of the loss or theft of any Fleet Cards or the disclosure of his PIN to any unauthorised person and the Cardholder's liability for all purchases obtained through the use of and charged to the said Fleet Card shall be as follows:

6.2.1 for all Fleet Card transactions incurred prior to the successful blocking of the said card upon the timely notification of the date of loss or theft, the Cardholder shall be fully liable for all Charges; and after receipt of notification by EMMSB of the loss or theft, the Cardholder's liability shall be limited to the Fuel Limits applicable to the Listed Vehicle in question;

6.2.2 for all Fleet Card transaction incurred after the date of EMMSB's receipt of written notification of such loss or theft and subject to the successful blocking of the card, the Cardholder shall have no liability PROVIDED ALWAYS THAT if the loss or theft of the Fleet Card is the result of any breach or default of the Agreement by the Cardholder and/or the Authorised User, the Cardholder shall be fully liable for all Charges incurred against the said Fleet Card.

6.3 In the event the PIN is lost and/or misplaced and/or compromised, the Cardholder shall notify EMMSB immediately via Written Notification. Upon receipt of such notification, EMMSB shall re-issue another PIN number from such notification.

6.4 In the event the Fleet Card is lost or stolen, the Cardholder shall immediately give verbal notification to EMMSB upon the discovery of such loss or theft to be followed immediately by a Written Notification. If Cardholder fails to give the above Written Notification, the Cardholder shall be liable for all purchases obtained through the use of and charges to the Fleet Card. For the purpose of this Clause, proof of transmission or postage is not proof of receipt by or delivery to (as the case may be) EMMSB. Upon receipt of the Written Notification by EMMSB, it shall issue a replacement Fleet Card and invalidate the lost or stolen Fleet Card. If any lost or stolen Fleet Card(s) is subsequently retrieved, the Cardholder shall destroy the invalidated Fleet Card.

6.5 The following security steps shall be adhered to by the Cardholder and/or Authorised User to prevent any fraudulent Fleet Card transactions:

6.5.1 The PIN shall not be written, printed or indicated in any manner on the card.

6.5.2 The PIN shall be keyed in personally by the Authorised User at the Authorised Reseller and not by any other party.

6.5.3 Adhering to such other security measures that EMMSB may issue from time to time.

Cardholder also has the sole responsibility to monitor use of the Fleet Card and if they perceive any unusual transaction, to inform EMMSB immediately. EMMSB has the absolute discretion to consider any request for payment waivers which may include a total rejection. EMMSB is not responsible to monitor the account and to report to the Cardholder any unusual pattern of transactions.

6.6 In granting the request from Cardholder for a replacement Fleet Card, either due to theft, loss or damage, EMMSB reserves the right to charge the Cardholder a replacement fee of RM10 per Fleet Card or any other amount deemed appropriate.

7. e-BUSINESS

7.1 For those Cardholders that have signed up for e-Business:

7.1.1 e-Invoices shall be displayed online at a designated website and Cardholder may view, download or print and accepts it as an official invoice from EMMSB, in addition to or in place of any other agreed means of invoice delivery. For Cardholders that have not opted for e-Invoicing, EMMSB shall have the discretion to impose a fee for any hardcopy issued by EMMSB.

7.1.2 e-Statement shall be delivered to Cardholder electronically to an email address as nominated in the e-Business application form.

7.1.3 EMMSB has the discretion to discontinue issuance of hardcopy of invoices and statements.

7.2 Cardholder may archive the invoices electronically or have them archived electronically by its nominated third-party contractor.

7.3 The Cardholder is aware that advanced electronic signatures, in line with country legislation, are used to protect the integrity of all Fleet Card e-invoices.

8. GOVERNMENT FUEL SUBSIDY

8.1 It is the Cardholder's sole responsibility to review the statements received from EMMSB to determine whether the subsidy they are entitled to have been correctly credited to the

Cardholder's account, allocated or provided for. Claims for subsidies not correctly credited allocated or provided for must be made immediately but in any case not later than 30 days from the date of the statements.

8.2 In the event that EMMSB has over credited the Cardholder in subsidy entitlement, the Cardholder shall reimburse EMMSB the amount over credited upon request by EMMSB.

8.3 In the event of a restructure in the Government subsidy programme, EMMSB reserves the right in its sole discretion to alter and revise these terms and conditions.

8.4 In the event of a late delivery of the Fleet Card and/or PIN, no claims shall be entertained for any loss of subsidy during the mailing or delivery period.

8.5 All applications for Fleet Card which are eligible for Government fuel subsidy are subject to the approval of the Government and it is the Cardholder's sole responsibility to resolve any issues between the Cardholder and the Government, in relation to the application being rejected or cancelled or the fuel quota being revised by the Government.

8.6 Should the Government for any reason whatsoever rejects the reimbursement to EMMSB of any subsidy attributable to the Cardholder, the Cardholder shall indemnify and reimburse EMMSB the full amount of such rejected subsidy claims upon request by EMMSB.

8.7 In the event of Account termination, EMMSB reserves the right to withhold the subsidy quota letter of the Cardholder, if any, until such time where all outstanding payments due to EMMSB are fully settled.

8.8 EMMSB reserves the right to pursue with Cardholder for subsidy entitlement lodged with EMMSB by the Cardholder that may belong to a separate legal entity in the event the subsidy claim is rejected by the Government.

9. GOODS AND SERVICES TAX

9.1 Where Goods and Services Tax ("GST") is introduced by the Government and is applicable to any supplies made by EMMSB under this agreement, EMMSB is entitled to charge GST on the payment of the supply. The consideration for such supply will be increased by an amount calculated as follows:

A x R

Where:

A is the amount of consideration payable for the supply; and
R is the applicable rate of GST

9.2 If EMMSB is liable for GST as contemplated by 9.1 then:

9.2.1 EMMSB shall:

9.2.1.1 provide to Cardholder information that may be reasonably required to establish its liability for GST; and

9.2.1.2 do such things and provide such information and documents as may reasonably be required by the Cardholder to enable the Cardholder to claim an input tax credit under the GST law; and

9.2.2 where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by paragraph 9.2.1 shall be paid by the Cardholder upon the provision of a tax invoice by EMMSB in accordance with the GST law.

10. TERMINATION AND SUSPENSION

10.1 This Agreement or the Account or any Fleet Card(s) issued pursuant to this Agreement may be terminated or cancelled as follows:

10.1.1 by EMMSB;

10.1.1.1 immediately at any at any time without prior notice in the event of any breach of the provisions of this Agreement by the Cardholder and/or any Authorised User; or

10.1.1.2 by giving the Cardholder prior written notice of termination or cancellation without assigning any reasons therefore; or

10.1.1.3 in the event of inactivity of the Fleet Card account for a consecutive period of 6 months or more.

10.1.2 by the Cardholder;

10.1.3 by giving EMMSB fourteen (14) days' prior written notice subject to Clause 10.2 below.

10.2 The Cardholder shall remain liable for all Charges incurred on any Fleet Card after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Fleet Card(s). All charges incurred on the Fleet Cards up to and including the said effective date of termination or cancellation shall be settled in full.

10.3 If this Agreement and/or Account and/or Fleet Card shall, for any reasons whatsoever, be terminated or cancelled in accordance with the provisions of this Agreement, the Cardholder shall be responsible to obtain from the Authorised User and return to EMMSB each cancelled Fleet Card. The Cardholder agrees to indemnify and hold EMMSB harmless for any losses, damages or liabilities arising from a claim against EMMSB for the termination or cancellation of a Fleet Card.

10.4 No termination or cancellation in accordance with this Agreement shall affect the Cardholder's obligation and liability to effect full payment for any purchases of fuels charged to any Fleet Card(s) or otherwise prescribed in this Agreement.

10.5 The termination or cancellation in accordance with the provisions of this Agreement shall be without prejudice to EMMSB's rights in respect of any antecedent breach of the agreement and stipulation herein contained.

10.6 In the event of termination or cancellation of this Agreement and/or Account, EMMSB has the right to withhold any Security until such time that all outstanding amount has been settled in full.

11. TERM OF AGREEMENT

11.1 The Cardholder acknowledges and agrees that each of the Fleet Card issued under this Agreement is and shall remain, throughout the term of this Agreement, the property of EMMSB.

11.2 The Cardholder may only use the Fleet Card issued under this Agreement up to and including the expiry date embossed on the Fleet Card. No purchases shall be made using a Fleet Card which has been cancelled, terminated or have expired. Any such purchases shall be the sole responsibility of the Cardholder.

11.3 EMMSB may, at any time without prior notice and at its sole discretion, review or revoke the Cardholder's right to use any Fleet Card in its entirety in respect of a particular transaction or in respect of the Credit Period or any other material aspect of the Fleet Card.

11.4 EMMSB may from time to time review Cardholder's financial position or Cardholder's compliance of the terms and conditions of the agreement and based on those findings, EMMSB may in its sole and absolute discretion take any or all (but not limited to) the following actions:

11.4.1 Request further access to the Cardholder's financial positions.

11.4.2 Modify, deny or withdraw any credit limits extended to Cardholder.

11.4.3 Require Cardholder to provide Security for an amount and upon such format determined by EMMSB.

11.4.4 Revise the payment terms.

11.4.5 Revise the payment methods.

11.4.6 Suspend or terminate usage of the Fleet Cards.

11.4.7 Demanding that payments that are payable on or before the due date to be paid immediately.

11.5 The Cardholder acknowledges that credit is a privilege and not a right. EMMSB may, in its sole discretion:

11.5.1 revoke credit limit,

11.5.2 modify any and all terms and conditions of credit limit and/or

11.5.3 require payment in advance.

11.6 EMMSB may accomplish any or all of the foregoing at any time, in its sole discretion, by giving notice to the Cardholder, which notice may be provided by mail, email or by any other means specified in this Agreement and which shall be effective from the date of such notice unless otherwise specified by EM.

11.7 EMMSB, may, at any time and from time to time, amend any of the terms and condition of this Agreement which shall take effect on a date to be determined by EMMSB. EMMSB shall give written notice to