

## SHELL CARD AGREEMENT

This agreement made and entered into this \_\_\_\_\_ by and between CIM Financial Services Ltd a company incorporated in Mauritius with BRN C07057494 and having its registered office at Cnr Edith Cavell & Mère Barthélemy Streets, Port-Louis, 11302, Mauritius (hereinafter referred to as "CFSL") and

\_\_\_\_\_, whose registered office is situated at \_\_\_\_\_ (hereafter referred to as 'the Company')

Whereas CFSL is willing to make available to the Company, Shell Cards for issue to employees of the Company who are eligible for such Cards and whose names are listed in the application form. The Company may amend such list of names from time to time, Whereas the Company wishes CFSL to issue to the eligible employees mentioned in the application form, hereinafter referred to as a designated employee, Shell Cards.

Now, therefore, in consideration of the foregoing and of the mutual covenants and obligations contained herein, the parties agree as follows:

1. CFSL agrees to issue Shell Cards to designated employees of the Company on the understanding that each employee may charge purchases of Shell goods and services that are necessary or incidental to authorised Company business activities.
  2. Any designated employee will be provided with a Shell Card as long as CFSL's credit and eligibility policies are met.
  3. The Company hereby represents and warrants that it shall accept liability for any and all charges made with the Company's Shell Cards and that it will pay same together with any finance charges accrued. The Company shall be responsible for unauthorised use of any Company's Shell Cards which may occur before notification to CFSL by calling CFSL Card Centre on 208-9090 and reporting the loss, theft, stopping or cancellation of the Card or unauthorised use thereof. Such notification by telephone shall, under pain of nullity, be confirmed in writing to CFSL by registered mail or at one of CFSL's counters.
  4. The Company shall be liable for all charges made upon the said Shell Card. CFSL shall provide the Company with a Statement showing all charges and appropriate billing data regarding all fees relating to individual employee Shell Cards. The company shall bear full liability for all Shell Card applications and requests of increase limit coming from the Company's officers. The Company shall pay to CFSL, as indicated on each statement, the full amount of the balance shown on such statement.
  5. 5.1 The credit limit allocated to the Company will be regularly communicated to the Company on their monthly Card statement. CFSL will send a monthly statement of account to the Company by post to the address specified or by any other means of communication as agreed on the application form.  
The non-receipt of the statement by the Company does not release the company from their obligations to pay the balance due in full.
  - 5.2 The Company acknowledges that in case the balance due is not paid in full at the payment due date of the statement, the Credit Card Account will be billed interests at the rate of 2.1% per month as determined by CFSL. This rate may be revised following changes in market trends and will be calculated on the daily debit balance after a period of 15 grace days following the generation of the statement. To benefit from this grace period, the payment of the full amount due must be made before the expiry of the said period of 15 days. Any excess spending above the approved credit limit will be billed a monthly fee of 1%, with a minimum of Rs 150. In case of non-payment of amount due on the agreed date as indicated on the statement of account, a surcharge of 1% per month on the amount due, with a minimum of Rs 150, may be charged.
  - 6 The Company further acknowledges that all Shell Cards shall remain the property of Vivo Energy Mauritius Limited and shall not be assignable or transferable and may be cancelled by Vivo Energy Mauritius Limited at any time for any reason. Any Shell Card so cancelled shall be surrendered to Vivo Energy Mauritius Limited or CFSL upon request.
  7. 7.1 Should the Company
    - (a) fail to comply with any term or condition of the present agreement; or
    - (b) fail to make any payment within 7 days of the date when payment is due; or
    - (c) be wound up; or
    - (d) be found to have made any misrepresentation to induce CFSL to extend credit thereunder; then, the full amount owed by the Company shall become immediately due and demandable at CFSL's discretion.
  - 7.2 All costs, fees and expenses that may be incurred by CFSL for the recovery of any sum due as a result of the use of the Shell Card by a designated employee shall be due and payable by the Company, including the commission payable to CFSL's Attorneys provided it does not exceed 10% of the amount claimed in capital and interests.
  8. In any action for the recovery of any sum due to CFSL by the Company, in connection with the use of a Shell Card by a designated employee, the documents relating to the said transactions or certified copies thereof shall be conclusive and irrefutable evidence of the transactions.
  9. No claim or action whatsoever relating to a transaction of a designated employee shall be entertained after the expiry of 45 days from the date of the statement of account whereon the transaction is borne.
  10. The Company shall pay an annual Shell Card fee of Rs 300, plus VAT, for each Shell Card issued. This fee is automatically debited on the Company's account for each card issued and is not refundable in case of closure of the account or Card during the year. Such fee may be changed from time to time by CFSL upon its giving 30 days' prior notice to the Company.
  11. In case the card needs to be replaced, a fee of Rs 100, plus VAT, will be claimed to the company.
  12. A charge of Rs 50 may be applicable for all applications for a credit limit increase. This amount may eventually be reviewed by CFSL.
  13. The Company shall remain liable for all charges resulting from the use of any designated employee's Shell Card following the termination of his employment with the Company until notice of such termination has been received by CFSL in writing and the relative Shell Card returned with such notice.
  14. The invalidity of any one or more provisions of this agreement shall not impair the validity of any other provision. This agreement shall be binding upon the Company's representatives and assigns.
  15. The Company agrees and acknowledges that it shall have sole responsibility for notifying CFSL of the withdrawal of the Shell Card from any designated employee and that it shall be its sole responsibility to retain and return such card to CFSL in case of such withdrawal. The Company shall be fully responsible for any and all charges made prior to the return of the Shell Card to CFSL.
  16. This agreement shall be operative as from the date of its signature and shall, subject to paragraph 15, remain in full force and effect unless terminated by either party upon its giving written notice to the other party.
  17. CFSL may terminate this agreement, with immediate effect upon any material breach or violation by the Company or by any of its designated employees of any obligation contained herein.
  18. Unless otherwise specifically agreed in writing with CFSL, the Company shall furnish to CFSL certified annual financial statements at the end of each financial year.
  19. The Company agrees and acknowledges that no charges may be incurred on the Shell Card for personal, family, household or agricultural purposes and agrees so to warn each designated employee.
  20. CFSL shall not be liable for any declined transaction in case of excess limit or network failure.
- ### 21. DATA PROTECTION ACT 2004
- 21.1 CFSL is registered as a data controller under the Data Protection Act 2004. In the exercise of its business, all personal data collected and processed will be in accordance with the current data protection legislation and CFSL shall ensure that any disclosure of personal data is made with the Company's consent or is otherwise lawful. The Company undertakes to provide all required information, at all times. If at a later date changes should occur to the Company's data or if the Company has an enquiry, it shall send them in writing to CFSL.
- ### 22. BUSINESS ADDRESS
- 22.1 All notices and other communication in connection with this agreement shall be addressed to CFSL, to the following business address: CIM Financial Services Ltd, Cnr Edith Cavell & Mère Barthélemy Streets, Port-Louis, 11302.

**23. E-COMMUNICATION**

- 23.1 "E-communication" in this document shall include, but not be limited to, statements, notices, automated advices, reminders, offers and promotions for marketing purposes, legal and regulatory disclosures, communications and any other documents that CFSL is required to give to the Company in relation to any facilities the Company holds with CFSL, by electronic communication.
- 23.2 The Company consents to receive E-Communication from CFSL and CFSL shall be authorised to provide E-Communication to the Company through the e-mail address and/or mobile phone number of the Company and/or any other electronic means ('e-communication devices') as may be agreed by the Company and CFSL.
- 23.3 In the event the Company withdraws its consent to receive E-Communication from CFSL, it shall notify CFSL with a prior written notice of thirty (30) days.
- 23.4 In the event the Company withdraws its consent or makes a request for a paper copy of a document relating to specific information otherwise sent by E-Communication, CFSL reserves the right to charge the Company a reasonable service charge, to be determined by CFSL at its sole discretion.
- 23.5 CFSL reserves the right, at its sole discretion, to discontinue or revise these present terms where CFSL opts to provide information to the Company by electronic communication. In such circumstances, the Company shall be provided with reasonable prior notice.
- 23.6 All communications in electronic format from CFSL to the Company shall be considered «in writing». Any withdrawal of consent to E-communication by the Company or cessation to provide E-Communication by CFSL shall not affect the legality, validity or enforceability of any E-Communication or other notice or communication provided prior to the withdrawal/cessation.
- 23.7 The Company undertakes to hold a valid and working e-mail address, computing, mobile or any other applicable communication devices. The Company shall be responsible for ensuring that it has appropriate hardware and software products/versions to review the E-Communication. In the event that the Company makes any changes to these 'e-communication devices' and/or fails to access an E-Communication, it shall inform CFSL who shall undertake to indicate to the Company the necessary process to access the E-Communication.
- 23.8 The Company agrees to review E-Communication promptly and to take required action(s) as requested by CFSL, if any, within the time periods provided in the E-Communication. The Company shall be solely responsible for any liability or loss of chance in the event that it did not review any E-Communication provided by CFSL within the specified time limit in the E-Communication.
- 23.9 CFSL reserves the right to serve legal notices and any other communication in hard copy/paper form from time to time when required to do so or at its sole discretion. The Company undertakes not to hold CFSL responsible for receiving such paper documents.
- 23.10 While CFSL endeavours to ensure the soundness of E-communication, the Company undertakes that it is perfectly aware of the risks inherent to the transmission of E-communication as referred to above, including but not limited to, documents being sent to impersonated e-mail addresses and/or wrong recipients, and thereby becoming known to third parties, and the Company agrees to bear the consequences thereof and not hold CFSL liable in any form or manner.

25. CFSL may at any time amend the conditions hereof and shall notify such amendments to the Company. If any designated employee uses his Shell Card at any time after such notification, or if the Company fails to return all the designated employees' Shell Cards within 15 days of such notification, the Company shall be deemed to have accepted such amendments and be bound thereby.

Read and approved : \_\_\_\_\_  
(In signatory's handwriting)

Signature : \_\_\_\_\_

Manager : \_\_\_\_\_  
(On behalf of CIM Financial Services Ltd)

Read and approved : \_\_\_\_\_  
(In signatory's handwriting)

Signature : \_\_\_\_\_

Name : \_\_\_\_\_  
(On behalf of the company)

Title : \_\_\_\_\_

Company name : \_\_\_\_\_

Read and approved : \_\_\_\_\_  
(In signatory's handwriting)

Signature : \_\_\_\_\_

Name : \_\_\_\_\_  
(On behalf of the company)

Title : \_\_\_\_\_

Company name : \_\_\_\_\_

**24. REGULATIONS IMPOSED BY MCIB**

24.1 I/We confirm that the information given above is true, correct and complete and I/we understand that the requested credit facility, if approved, will be governed by the Laws of Mauritius. I/We understand that the Bank of Mauritius has, as per the legislation, established a Central Credit Bureau, the Mauritius Credit Information Bureau (MCIB), with the view to collecting information from banks and non-bank financial institutions with regards to the credit facilities that they grant to their customers. In this respect, banks and non-bank financial institutions are able to seek credit information and clearance from the MCIB on future requests for credit facilities from customers in general. I/We understand that the information so collected will be kept in strict confidence by the MCIB, the banks and non-bank financial institutions. I/We authorise CFSL to request all information on my/our credit status from the MCIB. If my/our credit facility is approved, then the clause stating that all my/our personal information must be sent to the MCIB would take effect as per the powers conferred by legislation.

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