

Boustead Petroleum Marketing Sdn Bhd (BHPetrol) X-Fleet CARD AGREEMENT (the “Agreement”) Terms and Conditions

Acceptance of Terms and Conditions

The Customer (as defined in the Agreement) shall be deemed to have read, understood and agreed to be bound by the following terms and conditions of the Agreement (“Terms and Conditions”).

1. The BHPetrol Card

1.1 The BHPetrol Card refers to any card (as renamed from time to time) issued by Boustead Petroleum Marketing Sdn Bhd upon the application of a person (including a firm or company) via any platform or medium and any card which, upon the application of a person (including a firm or a company) via any platform or medium, contains a credit facility from BHPetrol (“Facility”). The applicant is referred to as “the Customer”. The person (other than the Customer) to whom the BHPetrol Card is issued or to whom the Facility is extended at the request or upon the application of the Customer via any platform or medium is referred to as “the Supplementary Cardholder”. The BHPetrol Card and its use are subject to the Terms and Conditions. All BHPetrol Cards are strictly issued by BHPetrol only and BHPetrol has not appointed any third party for the said purpose.

1.2 The BHPetrol Card may be used to purchase products and services specified by BHPetrol (“Products” and “Services”) at service stations, outlets and automated terminals nominated by BHPetrol from time to time (“Nominated Outlets”) and, unless stated otherwise, within West Malaysia. BHPetrol does not warrant the availability of any particular Product or Service or the acceptance of the BHPetrol Card at any particular Nominated Outlet.

1.3 The BHPetrol Card or Facility may be issued or extended to a person or persons nominated by the Customer and/or in respect of motor vehicles specified by the Customer in writing. All obligations under these Terms and Conditions (notwithstanding references made solely to the Customer) shall be the joint and several responsibilities of the Customer and any person using the BHPetrol Card (whether or not a BHPetrol Card has been specifically issued to them). The release or discharge of liability or any invalidity or unenforceability in respect of a person using a BHPetrol Card shall not discharge or affect the liability of any other person using a BHPetrol Card.

1.4 Subject to Clause 5.1, all persons (including but not limited to the Customer and Supplementary Cardholder) using BHPetrol Cards (“the Card Users”) and all transactions carried out with such BHPetrol Cards are deemed to be authorised by the Customer. By using the BHPetrol Card or signing on its back, the Card User is deemed to agree to these Terms and Conditions.

1.5 Where the BHPetrol Card is not signed on its back, BHPetrol shall be entitled to assume, and the Customer shall be deemed to have agreed, that the signature of the Card User on the voucher or receipt at the time of purchase is the authorised and valid signature.

1.6 The BHPetrol Card shall at all times remain the property of BHPetrol or its nominee. BHPetrol may require the return of any BHPetrol Card at any time.

1A. Request for Issuance of BHPetrol Card via Web Portal or Mobile Application (If Applicable)

1A.1 The Customer may request for the issuance of BHPetrol Card to a person or persons nominated by the Customer (including but not limited to the Supplementary Cardholder) and/or in respect of motor vehicles specified by the Customer via the Customer’s account on BHPetrol’s X-Fleet web portal or mobile application (“Requests”) (“X-Fleet Account”).

1A.2 The Customer hereby agrees that BHPetrol shall be entitled to rely on and treat any of the Requests made, submitted or effected pursuant to the use of the X-Fleet Account as having been made, submitted and effected by the Customer.

1A.3 All Requests transmitted to and/or received by BHPetrol through the X-Fleet Account shall be deemed as regular and genuine Request made by the Customer. For the avoidance of doubt, BHPetrol is under no obligation to verify such Requests with the Customer to determine the authenticity of the Requests. Nonetheless, BHPetrol may do so for its own purposes.

1A.4 If the Customer discovers or has reasons to believe that the Requests transmitted to or received by BHPetrol are inaccurate or incomplete, the Customer must inform BHPetrol immediately.

1A.5 BHPetrol reserves the right to refuse to carry out any Requests given by the Customer for any reason.

1A.6 The Customer must, at all times: -

- (i) exercise utmost care, diligence and caution to prevent any unauthorised use of the X-Fleet Account;
- (ii) be responsible for all access and/or use of the X-Fleet Account, whether it was in fact made by the Customer or by any other persons purporting to be the Customer (including but not limited to the Customer’s employees);
- (iii) take all reasonable precautions necessary to ensure that the Customer and/or any persons who are granted access to the X-Fleet Account (including but not limited to the Customer’s employees) exercise the same care diligence, and caution as the Customer when using the X-Fleet Account;
- (iv) be responsible for the Customer’s and/or any persons’, who are granted access to the X-Fleet Account (including but not limited to the Customer’s employees) computers, mobile devices, anti-virus and security measures to prevent unauthorised access to the X-Fleet Account; and
- (v) be responsible for all Requests transmitted to BHPetrol regardless of whether they were made by the Customer and/or any other persons purporting to be the Customer (including but not limited to the Customer’s employees).

1A.7 If the X-Fleet Account has been misused or has any unauthorised use, or if the security of the X-Fleet Account is compromised, the Customer must notify BHPetrol immediately and confirm such notice in writing. Until such written notice is received by BHPetrol, the Customer agrees that BHPetrol may continue to hold the Customer liable for any transactions made using the X-Fleet Account and/or the BHPetrol Card which was issued via the X-Fleet Account. Upon receipt of such notice, BHPetrol shall take steps to invalidate the X-Fleet Account and/or invalidate the BHPetrol Card and the Customer shall not be liable for any further transactions made using the particular BHPetrol Card unless BHPetrol is able to prove that the Customer and/or any other persons purporting to be the Customer (including but not limited to the Customer’s employees) has acted fraudulently or unlawfully or has failed to inform BHPetrol of the misused and/or unauthorised use of the X-Fleet Account as soon as reasonably practicable after having found that the X-Fleet Account has been misused or has any unauthorised use, or if the security of the X-Fleet Account is compromised. The Customer hereby undertakes to reimburse and pay BHPetrol on BHPetrol’s written demand all claims and liabilities incurred by BHPetrol arising from the misused and/or unauthorised use of the X-Fleet Account and/or, stolen, misused or unauthorized use of the BHPetrol Card.

1A.8 Except to the extent that any law prohibits BHPetrol from excluding or limiting BHPetrol’s liability, BHPetrol shall not be liable for any loss the Customer incurs or incurred in connection with the use or attempted use of the X-Fleet Account, the requests for the issuance of the BHPetrol Card, or any unauthorised transactions through or in connection with the X-Fleet Account.

2. Use of the BHPetrol Card

2.1 BHPetrol may issue a Customer Verification Number (“CVN”) which can be altered by the Card User in accordance with the procedures set by BHPetrol from time to time to be used with the BHPetrol Card. All Card Users shall ensure the safe and proper use of the BHPetrol Card and the CVN. All Card Users shall comply with any instructions given by BHPetrol from time to time concerning the BHPetrol Card or the CVN.

2.2 Each BHPetrol Card shall only be valid for use within the period specified on it, or if not specified, then, unless

otherwise stated, for the period of 3 years from the date of issue. Any extension is at BHPetrol’s discretion.

2.3 If a BHPetrol Card is endorsed with the license plate number of a specified motor vehicle, it is the responsibility of the Card User and not BHPetrol to ensure that purchases made on the BHPetrol Card relate to the specified motor vehicle.

3. Restrictions

3.1 BHPetrol may impose a monetary credit limit on the use of the BHPetrol Card. BHPetrol may require any amount exceeding this limit to be paid immediately on demand. The credit limit may be revised by BHPetrol at any time.

3.2 BHPetrol may at any time restrict, suspend, modify or withdraw the use of the BHPetrol Card and/or the CVN. BHPetrol shall endeavour but shall not be obliged to notify the Card Users of such action.

3.3 BHPetrol may at any time, including but not limited to the occurrence of one or more event/s of default of payment of any of the X-Fleet Accounts and/or BHPetrol Card held by the Customer and/or its subsidiary, holding or associates place restrictions on the use of the BHPetrol Card (whether or not in accordance with Customer’s request) and all Card Users shall observe such restrictions. Such restrictions may relate to Products and/or Services and/or the amount or value of Products or Services which can be purchased during any specified time period. Notwithstanding such restrictions, all Card Users shall be liable for all use of the BHPetrol Card.

4. Vouchers and receipts

4.1 Where the Card User is required to sign a sales voucher for a BHPetrol Card transaction, the Card User is responsible for ensuring the accuracy and completeness of the details of the sales voucher.

4.2 Where the BHPetrol Card transaction is processed electronically at an automated terminal, the Card User may be given the option of requesting a receipt. If the Card User requests for a receipt, the Card User shall notify BHPetrol of any discrepancies within twenty-four hours of the transaction. If the Card User does not request for a receipt, the Card User shall be deemed to have accepted BHPetrol’s record of the transaction as complete and accurate.

5. Security of the BHPetrol Card

5.1 If the BHPetrol Card is lost, stolen or misused, or if the security of the BHPetrol Card is compromised, the Card User must notify BHPetrol immediately and confirm such notice in writing. Until such written notice is received by BHPetrol, the Customer agrees that BHPetrol may continue to hold the Customer liable for any transactions made using the BHPetrol Card in question. Upon receipt of such notice, BHPetrol shall take steps to invalidate the BHPetrol Card and the Customer shall not be liable for any further transactions made using the particular BHPetrol Card by other Card Users unless BHPetrol is able to prove that the Customer and/or the Card User has acted fraudulently or unlawfully or has failed to inform BHPetrol of the lost, stolen, misused and/or unauthorised BHPetrol Card as soon as reasonably practicable after having found that the BHPetrol Card is lost, stolen or misused, or if the security of the BHPetrol Card is compromised. The Customer hereby undertakes to reimburse and pay BHPetrol on BHPetrol’s written demand all claims and liabilities incurred by BHPetrol arising from such lost, stolen, misused or unauthorized use of the BHPetrol Card. All invalidated BHPetrol Cards must be returned to BHPetrol or its authorised representative.

6. Payment and Charges

6.1 All transactions under the BHPetrol Cards issued at the request of the Customer shall be recorded against an account under the name of the Customer (“Customer’s account”). BHPetrol shall invoice the Customer by issuing a monthly statement of account for all transactions for the relevant month, overdue sums and late payment charges, if any in the relevant month. Any errors in the statement of account must be notified to BHPetrol within seven (7) days of the date of receipt of the statement, failing which the statement shall be deemed conclusive. All payments must be made by the due date (“Due Date”) stated in the

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statement of account, failing which a late payment charge will be payable in accordance with Clause 6.3.

6.2 BHPetrol may impose on the Customer:

(a) a transaction charge for each BHPetrol Card transaction;

(b) any Government tax or charge imposed on any aspect of the BHPetrol Card transaction;

(c) any cost or expense (including legal costs) incurred by BHPetrol in enforcing these Terms and Conditions; and

(d) MSB (for example, in respect of each lost BHPetrol Card, dishonoured cheque and/or any other dishonoured payment transaction).

6.3 Any overdue sum may be subject to a late payment charge ("Late Payment Charge") of one and a half percent (1.5 %) per month or part thereof of the total outstanding amount carried forward from previous months. Any Late Payment Charge charged hereunder which remain unpaid ("Unpaid Charge") at the end of the relevant calendar month shall be paid by the next due date stated in the statement of account for that calendar month, failing which the Unpaid Charge shall be deemed as an overdue sum and Clause 6.3 shall apply accordingly.

6.4 Payments in respect of transactions made with BHPetrol Cards must be made in Malaysian Ringgit. Any conversion of currency will be at a rate nominated by BHPetrol plus one and a half percent (1.5%) of the converted total.

6.5 For all amounts converted by independent third parties at their rates, BHPetrol will invoice the Customer at such parties' rates.

7. Price

7.1 The price payable for motor fuels and other Products and Services purchased with the BHPetrol Card shall be the retail sales price advertised at the relevant Nominated Outlet at the time of the transaction, or at such price as may be fixed by BHPetrol from time to time. Any rebate given by BHPetrol may be varied or withdrawn without notice.

8. Liability

8.1 Nominated Outlets accepting BHPetrol Cards may be operated by independent parties. BHPetrol shall not be liable for any injury or death or damage to any property or for any other loss, damage, claim, costs or expense whatsoever in any way arising out of or in connection with any act or omission of such parties whether in the connection with the use of a BHPetrol Card or otherwise. BHPetrol shall not be liable for any defect in the quality of any Products and Services supplied by any independent parties.

8.2 Notwithstanding the above, any dispute on Products and Services purchased with a BHPetrol Card must be notified to BHPetrol immediately. Any claim or dispute on the Product or Service or in respect of the BHPetrol Card, or any statement of account shall not entitle the Card User to withhold payment of any sums due.

8.2 Notwithstanding any other provisions contained herein, BHPetrol, its related corporations and/or its affiliates shall not be responsible or liable for any loss or damage, including but not limited to claims for lost profits or punitive, incidental, direct, indirect, special or consequential damages howsoever incurred by the Customer or by any other party in respect of the provision of the Services or any matter connected with these Terms And Conditions even if BHPetrol has been advised of the possibility of such damages.

9. Cancellation and Termination

9.1 BHPetrol reserves the right at any time to cancel or invalidate any BHPetrol Card or CVN issued if any Card User breach(es) any of these Terms and Conditions (including failing to make any payment when due).

9.2 The Customer's account may be closed:

(a) immediately by BHPetrol at any time by giving notice in writing to the Customer; or

(b) by the Customer by not less than fifteen (15) days prior notice in writing and by returning to BHPetrol or its designated representative all BHPetrol Cards, cut into two, issued in respect of the Customer; or

(c) immediately without notice, upon the Customer committing any act of bankruptcy or upon the presentation of a petition for winding-up against the Customer. Notwithstanding the closure of the Customer's account, the Terms and Conditions shall, mutatis mutandis, apply to the Customer and the Card Users until such Terms and Conditions are fully complied with.

9.3 Upon the closure of the Customer's account or any termination of this Agreement, all Card Users shall immediately cease to use the BHPetrol Card and the Customer shall ensure the return of all relevant BHPetrol Cards, cut into two, to BHPetrol or its designated representative.

9.4 Any closure of the Customer's account, termination of this Agreement or cancellation, restriction or suspension of any BHPetrol Card shall not in any way affect the liability of the Customer and Card Users already incurred including the liability to make all payments. Upon the closure of the Customer's account or any termination, all amounts owing to BHPetrol shall be immediately due and payable to BHPetrol and until payment is made in full BHPetrol shall be entitled to late payment charges as specified in Clause 6.3.

9.5 BHPetrol is not liable in any way for any injury to the credit, character and reputation of any Card User in and resulting, from any closure of the Customer's account, termination of this Agreement or cancellation, restriction or suspension of any BHPetrol Card or any request for its return.

10. Waiver and Severance

10.1 Any forbearance or indulgence on the part of BHPetrol relating to any of its rights under this Agreement shall not be binding unless made in writing and signed by BHPetrol, and any such forbearance or indulgence shall apply only to the particular matter, non-compliance or breach expressly specified in such written agreement and shall not be deemed a waiver of any such rights of BHPetrol.

10.2 Any provision or term herein which becomes or is declared to be illegal, invalid or unenforceable for any reason whatsoever shall be divisible from this Agreement and be deemed to be deleted from this Agreement and shall not affect other provisions of this Agreement.

11. Transfer

11.1 The rights of the Customer and any Card User shall not be transferable. Any purported transfer of such rights shall be of no effect, and will entitle BHPetrol to cancel and/or invalidate all BHPetrol Cards issued or the Facility extended hereunder. BHPetrol may transfer any of its rights without any notice to the Customer or Card User.

12. Variation by BHPetrol

12.1 BHPetrol reserves the right at any time to vary these Terms and Conditions by notice in writing to the Customer. If the Customer or a Card User does not accept any such variation, he shall immediately discontinue using the BHPetrol Card and return the BHPetrol Card (cut into half) to BHPetrol. If the Card User keeps or uses the BHPetrol Card, subsequent to the date when any such variation becomes effective, he shall be deemed to have accepted the variation, addition or modification.

13. Communication

13.1 All communication by BHPetrol shall be deemed to have been received seven (7) days from the date of posting if sent by prepaid mail to the Customer's or to a Card User's last known address. All communication to BHPetrol shall be deemed to have been received seven (7) days from the date of posting if sent by prepaid registered mail to the address of BHPetrol stated on the reverse of the BHPetrol Card or such other address as notified by BHPetrol from time to time.

13.2 The Customer warrants the truth and accuracy of all particulars and information in the application submitted for the BHPetrol Card or Facility, as the case may be. The Customer and all Card Users shall immediately notify BHPetrol by registered mail within twenty-four (24) hours of any material particular or change in material particulars.

14. Personal Data Policy

14.1 All personal data collected by BHPetrol is processed in accordance with the Personal Data Protection Notice ("Privacy Notice") which may be viewed at

www.bhpetrol.com.my/disclaimer/privacy-policy. In providing any personal data, the Customer acknowledges that he has read and understood the Notice and consent to his personal data being processed in the manner set forth in the Notice.

15. Applicable Law

15.1 The construction, validity and performance of these Terms and Conditions shall be governed by the laws of Malaysia and the Customer and Card User irrevocably submit to the non-exclusive jurisdiction of the Courts of Malaysia.