

## Fleet Card Terms and Conditions

The use of the Fleet Card (the "Card") issued by ExxonMobil Hong Kong Limited ("EMHK") is subject to the following Terms and Conditions (as the same may be revised from time to time):

1. The entity to whom the Card is issued (the "Customer") may only use or allow some of its designated employees, officers, members, partners or owners to use the Card ("Users") for the purchase of petroleum products or any other products or services (the "Products") that may be available for sale at any service station designated by EMHK from time to time, and which the Customer has agreed by way of choice of options (the "Options") in the application form of the Card, to be purchased and charged to the Card. EMHK shall not, under any circumstance or in any way whatsoever, be bound to ensure the availability or provision of the Products or be liable in the event of non-availability or non-provision. Title to and risk of loss of the Products shall pass to the Customer upon loading of the Products into the relevant Customer vehicle at the relevant service station designated by EMHK. The quantity of Products sold to the Customer hereunder as recorded by the devices at the relevant service station designated by EMHK shall be deemed to be accurate and correct in the absence of manifest error.
2. The Card shall only be valid for use within the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong") for such duration as shall be specified on the Card or, as the case may be prescribed by EMHK.
3. The Card is, and will be at all times, the property of EMHK.
4. The Card is not transferable.
5. The Customer declares that all information given in the Card's application form and all information that may be provided to EMHK as and when required by EMHK is or will be true, accurate and complete. The Customer agrees to provide EMHK with all such information as may be required by EMHK from time to time for purposes of the application and all other matters relating to the Card and understands all information provided by the Customer will be used and relied upon by EMHK for the said purposes.
6. The Customer agrees that EMHK may collect and use any personal data relating to the Customer or the Users in connection with the provision of the Products to the Customer and the Users; as part of the ongoing services provided to the Customer or the Users by EMHK; to process the Customer's application for a Card and to determine the Customer's eligibility to receive a Card; or otherwise for the purposes of complying with or performing these Terms and Conditions. All personal data collected by EMHK shall be used in accordance with the Personal Data (Privacy) Ordinance (Cap. 486) and EMHK's Personal Information Collection Statement that is enclosed with the application form or as otherwise provided to the Customer, from time to time.
7. The Customer shall procure that the Users use the Card only at the service stations designated by EMHK from time to time. The Customer shall procure that the Users produce the Card to the attendant at the service station whenever the User wishes to make a purchase. The attendant will return the Card to the User together with a statement of the Products purchased on that occasion should the Customer so requests. The Customer acknowledges and agrees that the User shall be deemed to accept the details on the statement as correct on behalf of the Customer, unless the User raises an objection before leaving the service station. In case no statement is requested, the Customer shall automatically be deemed to accept details of the transaction as correct. The Customer shall at all times remain responsible and liable to EMHK for the actions or omissions of the Users.
8. The Customer acknowledges that if the vehicle number is not embossed on the Card, the Card may be used by anyone who presents it to the attendant at the service station, and that EMHK has no obligation to verify the identity of the user(s).

9. The Customer acknowledges that if the vehicle number is embossed on the Card, EMHK will only verify the vehicle number when the Card is presented to the attendant at the service station.
10. The Products shall be supplied to the Customer at their respective prices as shown at the service stations less any rebate that EMHK may offer and have communicated to the Customer from time to time pursuant to paragraph 18. Subject to paragraph 21 hereof, the Customer shall be responsible and pay for all transactions effected by use of the Card (and where multiple Cards are issued to the Customer, the Cards), whether authorised by the Customer or not.
11. EMHK will maintain an account for the Customer (the "Credit Account") to which all purchases of the Products effected by use of the Card (the "Credit Transaction") during a 30-day period or such other period as may be set by EMHK will be debited. Where multiple Cards are issued to the Customer, EMHK may debit the purchases of the Products effected by use of such Cards with the same Credit Account maintained for the Customer. An invoice (the "Invoice") will be sent to the Customer monthly detailing the amount outstanding on the Credit Account. EMHK may appoint a service provider (the "Collection Service Provider") as agent for the collection of payment with respect to the Card(s) and EMHK may notify the Customer details of the Collection Service Provider from time to time. The amount stated in the Invoice will become due and payable in full by the Customer within 15 days (or such other number of days as may be determined by EMHK from time to time) of the expiry of the said 30-day period (or such other period set by EMHK). The Customer shall notify EMHK or Collection Service Provider (if appointed) of any error in the Invoice within 14 days of the date of the Invoice. Otherwise, the Invoice shall be deemed correct and shall be conclusive evidence of the amount due from the Customer to EMHK. EMHK may require the payment to be made by direct debit, autopay or any other method as it may notify the Customer from time to time. Any payment hereunder which falls due on a non-banking day shall be deemed to become payable on the day that immediately precedes such non-banking day(s).
12. Unless other requested by the Customer, the Invoices shall be in the form of e-Invoices which will be sent to the e-mail address(es) designated by the Customer on the application form for the Card. EMHK reserves the right to charge a fee for paper Invoices requested by the Customer. EMHK may, without any liability and disclosing any reason, suspend, cancel or discontinue the e-invoicing service rendered to the Customer at its sole discretion forthwith upon giving the Customer a written notice. In the event of such suspension cancellation or discontinuance of the e-invoicing service, EMHK will revert to sending the Invoices in paper format to the Customer's last mailing address appearing on EMHK's record.
13. The Customer shall settle promptly and in full all payments due and owing to EMHK and shall not under any circumstances whatsoever withhold any payments pending resolution of any dispute that the Customer may have including but not limited to disputes relating to the Vehicle Profiles Function.
14. EMHK shall (i) include all supplies made under a Fleet Card within a month in an invoice; and (ii) summarise all invoices of the Fleet Cards in a Payment Advice for issuance to Customer on a monthly basis. The total balance as shown in a monthly Payment Advice shall be settled by Customer in full on or before the due date specified in the relevant payment advice. If Customer fails to pay in full by the due date, without prejudice to all rights and remedies that EMHK may have at law and under this Agreement, EMHK shall have the right to (a) charge interest on the outstanding amount at the lesser rate of 1-month HKD Interest Settlement Rate published on Hong Kong Association of Banks (HKAB) website <https://www.hkab.org.hk/DisplayInterestSettlementRatesAction.do> (Reference Rate) plus 10 percent per annum, or the maximum rate, if any, allowable under applicable local law. The interest charge will be calculated daily from the due date until EMHK receives full payment. The Reference Rate used will be the effective rate on June 1 (or first working day) of each year and may be adjusted annually. EMHK reserves the right to adjust the Reference Rate more frequently when there is material change in local market conditions; (b) suspend supply of the Products to Customer at the Service Stations; and/or (c) terminate this Agreement by giving to Customer no less than seven (7) days' prior notice in writing.

15. EMHK may require the Customer to provide security from time to time to secure all or any amounts due from the Customer, sales credit limit that may be granted to the Customer and due observance and performance of the obligations of the Customer under these Terms and Conditions and the Fleet Card Agreement (if any). The security shall be in such form and substance satisfactory to EMHK and for such amount as may be required by EMHK from time to time. EMHK shall be entitled to apply the security to settle all or any amounts due from the Customer and to cover all losses and damages that may be suffered by EMHK due to failure of the Customer to observe or perform any of its obligations under these Terms and Conditions and the Fleet Card Agreement (if any). Provided the Customer has duly settled all amounts and observed and performed all its obligations under these Terms and Conditions and the Fleet Card Agreement (if any), the security will be returned to the Customer, without interest, as soon as practicable after termination of use of the Card. EMHK shall have the right to unilaterally suspend use of any Card at any time in the event credit checks on the Customer under paragraph 6 hereof reveals the Customer not to be credit worthy for the payment due hereunder and / or the security from time to time received from the Customer ceases to adequately secure the Customer's payment obligations hereunder until such time as the Customer is determined by EMHK to be credit worthy and /or the security taken from the Customer adequately secures its payment obligations hereunder.
16. EMHK shall be entitled to appropriate any payment made by the Customer and apply it in total or partial satisfaction of any debt then due from the Customer to EMHK. Where the amount paid by the Customer is less than the amount due to EMHK hereunder, EMHK may appropriate the payment to any individual supply made hereunder. The Customer hereby authorises EMHK at any time by written notice to the Customer to apply any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled on any account, or which is held to the Customer's order, in or towards satisfaction of any sum then due from the Customer to EMHK and unpaid. EMHK shall not be obliged to exercise its rights of set-off and appropriation under this paragraph, which are without prejudice to and in addition to any other rights or lien to which it is at any time otherwise entitled (whether by operation of law, contract or otherwise).
17. The Customer shall observe the sales credit limit assigned to the Card although EMHK may from time to time allow the limit to be exceeded at its discretion.
18. EMHK may agree with the Customer on the amount of fixed rebates and/or discounts that may be enjoyed by the Customer in respect of the Credit Transactions and such agreement shall be evidenced in writing. In the absence of such an agreement in writing, EMHK may, at its sole discretion, offer to the Customer from time to time rebates and/or discounts for the Credit Transactions and EMHK reserves the right to revise or terminate such rebates and/or discounts at any time without notice to the Customer.
19. Any request for alteration of the Options by the Customer shall be made in writing. EMHK shall have absolute discretion to accept or reject such alteration. EMHK reserves the right to alter or cancel any or all of the Options from time to time upon notice to the Customer.
20. The Customer shall notify EMHK promptly in writing of any change in the Customer's office or contact address or email address or any sale or transfer of the Customer's vehicle(s) in respect of which a Card has been issued.
21. The Customer shall and shall procure that the Users keep the Card and the personal identification number (if applied for) used in relation the Card secure. Any loss or theft of the Card and/or any loss, theft or disclosure of the personal identification number shall be reported to EMHK's Card Centre hotline immediately by telephone and confirmed in writing within 3 business days. Notwithstanding such loss, theft and disclosure, the Customer shall be responsible for all Credit Transactions effected by use of the Card up to and including the first business day after EMHK has received the loss, theft or disclosure report from the Customer in writing to EMHK.

22. EMHK reserves the right to impose on the Customer a fee EMHK may fix from time to time for the issuance of a replacement card either as a result of the Card and/or the personal identification number having been lost, stolen or disclosed or, the alteration of the Options.
23. EMHK may at its discretion and without giving any reason therefor cancel the use of the Card at any time. Upon receipt of notice from EMHK, the Card shall be immediately returned to EMHK.
24. Without limiting the generality of paragraph 23 hereof, EMHK reserves the right not to accept the Card if the Customer commits a breach of any of the terms stated in these Terms and Conditions and/or Fleet Card Agreement (if any) and EMHK shall not be responsible for any loss if the Card is not honoured for any reason whatsoever.
25. The Customer may terminate the use of the Card at any time upon giving prior written notice to EMHK accompanied by the return of the Card. Returned Card shall be cut in two. The Customer shall remain liable for all Credit Transactions effected by use of the Card and all charges up to the date on which EMHK receives the return of the Card which shall have been duly cut in two.
26. The whole of the outstanding balance on the Credit Account together with the amount of any outstanding Credit Transactions effected but not yet charged to the Credit Account shall, notwithstanding any other terms of these Terms and Conditions, become immediately due and payable in full to EMHK or the Collection Service Provider (if applicable) on the termination of the Fleet Card Agreement (as defined below) (if any) or the use of the Card or on the petition for the Customer's insolvency, bankruptcy, liquidation or the Customer's death. If the Customer fails to pay any amount when due, EMHK and the Collection Service Provider (if applicable) may incur legal, collection or other expenses in recovering such outstanding amount from the Customer and the Customer shall be liable for all costs and expenses incurred by them.
27. All conditions and warranties, whether expressed or implied and whether arising under any law, regulation or otherwise, as to the condition, suitability, quality, fitness or safety of the Products are expressly excluded to the furthest extent permitted by law.
28. Without limiting the other provisions of these Terms and Conditions, EMHK shall not be liable for any loss or damage suffered by the Customer due to any delay or failure in replacing the Card and/or any breakdown or failure of machinery, system or processor, industry dispute, war, act of God, system failure and anything beyond the control of EMHK.
29. EMHK shall not be liable for any loss or damage caused to the Customer arising from any act or omission of the operator of any service station designated by EMHK, EMHK's appointed agents, contractors and/or suppliers including without limitation, any refusal to honour or accept the Card. The Customer shall be liable to EMHK for the safe custody and proper usage of the Card and shall indemnify EMHK for all losses arising from or occasioned by any gross negligence and willful misconduct in its use of the Card(s). Any dispute or claim the Customer may have with or against the operator of EMHK's designated service station, EMHK's appointed agents, contractors or suppliers shall not affect the performance by the Customer of its obligations under these Terms and Conditions.
30. All the rights, interests and powers of EMHK hereunder shall remain in force notwithstanding any neglect, forbearance, partial exercising, or delay in the enforcement or exercising thereof and EMHK shall not be deemed to waive or forego any of its rights or any provision hereof or any notice given hereunder unless such waiver is in writing.
31. Where there is a subsisting fleet card agreement entered into between EMHK and the Customer (the "Fleet Card Agreement"), in case of inconsistency between the Fleet Card Agreement and these Terms and Conditions, the terms contained in the Fleet Card Agreement shall prevail.
32. EMHK reserves the right to add to, delete and/or to vary any of these Terms and Conditions upon notice to the Customer, or by posting the latest version to Esso's website at

<https://www.esso.com.hk/en-hk/cards-and-payments/fleet-card> . Use of the Card by the Customer after the effective date of any change in these Terms and Conditions shall constitute acceptance without reservation by the Customer of such change. If the Customer does not accept any proposed change, the Customer shall return the Card to EMHK prior to the effective date of such change.

33. EMHK may, upon written notice to the Customer but without the Customer's consent, assign all or any portion of its rights and benefits hereunder or transfer all or any portion of its obligations hereunder to any person.
34. These Terms and Conditions shall ensure for the benefit of EMHK and its successors and assigns and shall be binding upon the Customer and its successors and personal representatives.
35. Any notice by EMHK hereunder shall be in writing and shall be served on the Customer by post, by email or by means of an advertisement in any daily newspaper in Hong Kong. A notice shall be deemed to have been served on the Customer (i) if by post, three days of posting to the address last notified in writing to EMHK by the Customer; (ii) if by email, the day on which the notice is sent to the Customer's designated email address; and (iii) if by daily newspaper in Hong Kong, the day on which the notice is advertised in the daily newspaper in Hong Kong.
36. No liability shall result to either party from delay or failure in performing any of the Terms and Conditions hereunder on its part to be observed or performed caused by circumstances reasonably beyond the control of the party affected, including, but without limiting the generality of the foregoing, wars, hostilities, public disorders, acts of enemies, sabotage, strikes, lockouts, labour or employment disputes and difficulties, fires, flood, storm, typhoons, Acts of God, accidents, breakdown or plant shutdown for repairs, maintenance or inspection, embargoes or other import or export restrictions, compliance with any regulation, direction or request made by any Government, utility or other competent authority, provided that the party affected shall properly take reasonable steps to remedy the cause of the delay or failure. Each party shall promptly notify the other upon the occurrence of any contingency excusing its delay or failure in performance.

If in EMHK's reasonable opinion there is, or may be, such shortage of supply of any Products at any of its present or future regular sources of supply that EMHK is, or may be, unable to meet the total demand for the Products at every of its service stations, then EMHK shall have the liberty to apportion on such fair and reasonable basis according to its own discretion among its service stations such Products as is then available to EMHK without accounting to the Customer. EMHK shall not be required to make up any supplies omitted by reason of any the causes referred to in this paragraph.

37. The Customer (except with the consent of EMHK) shall not itself use or divulge to any person, and shall use all reasonable endeavors to prevent the publication or disclosure of, these Terms and Conditions or its details, any confidential information concerning the business or finance of EMHK or any of its dealings, transactions or affairs, provided always that the provisions of this paragraph shall not apply:-
  - (a) to any information already known to the recipient otherwise than as a result of entering into these Terms and Conditions;
  - (b) to any information which is or becomes public knowledge otherwise than as a result of its own conduct, being a breach hereof;
  - (c) to any extent that the recipient is required to disclose the same pursuant to any law or order of any court or pursuant to any direction, request or requirement (whether or not having the force of law) of any governmental or other authority (including, without limitation, of any stock exchange or securities commission) provided that Customer provides EMHK with as much notice as possible, and shall take all reasonable steps to preserve confidentiality as permitted by law;

- (d) to the extent that the recipient needs to disclose the same for the protection or enforcement of any of its rights under these terms and conditions to such persons as require to be informed of such information for such purposes; and
- (e) to the disclosure of the same by the Customer to its legal advisers, accountants and other professional advisers.

- 38. These Terms and Conditions are written in both English and Chinese. In case of inconsistency between the English version and the Chinese version, the English version shall prevail.
- 39. The relationship between EMHK and the Customer hereunder shall be one of seller and buyer of the Products on the terms hereof only. Any other relationships between EMHK and the Customer are hereby excluded.
- 40. These Terms and Conditions shall be governed by and construed in accordance with the laws of Hong Kong.
- 41. No term of these Terms and Conditions shall be enforceable under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) by a person other than EMHK or the Customer.

Remark: This is the latest printed version of the Fleet Card Terms and Conditions, you may find the latest version at <https://www.esso.com.hk/en-hk/cards-and-payments/fleet-card>