

Shell Malaysia Trading Sendirian Berhad

This is an Addendum to the Shell Card Cardholder Agreement in respect of the Government Subsidized Diesel Shell Card Scheme and is made by SuperKad pursuant to clause 1.3. These terms and conditions must be read together with the Shell Card Cardholder Agreement.

1. The Principal Cardholder agrees and declares that the following terms and conditions shall vary, supercede and prevail over the terms and conditions in the Shell Card Cardholder Agreement:

(a) Clause 1.1:

"The Scheme" The Government Subsidized Shell Diesel Card Scheme for the time being in force, operated by Shell by arrangement with the Malaysian government and Shell whereby the Retailer agrees and covenants with Shell that subject always to the Cardholder Agreement and the Retailer Agreement, the Cardholders of the Card issued by Shell shall be able to obtain Supplies from the Retailers for its own use only. The Scheme covers the usage of the Electronic Draft Capture Terminals (EDCs) and/or Outdoor Card Readers (OCRs) and/or POS Consoles as well as other forms of electronic transactions which may be implemented by Shell from time to time.

"Card" The Shell Card Subsidized Diesel or Shell Cash Card Subsidized Diesel which is currently valid, issued by Shell to the Cardholder pursuant to these conditions.

"Supplies" The Cardholder's subsidized diesel quota as approved by the Malaysian government via the government's letter of subsidy entitlement as amended from time to time for the Cardholder's vehicles.

"Imprinter" Deleted

"Imprinter Receipt" Deleted

"Late Payment Charge" Deleted

"Charge Period" Deleted

"Charges" Deleted

"The Agreement" These conditions and the Shell Card Application Form signed by or on behalf of the Principal Cardholder.

(b) Clause 1.4:

Upon application by the Principal Cardholder to Shell on Shell's Shell Card Application Form and subject to the acceptance by Shell of the application, Shell may issue to the Principal Cardholder the number of cards requested, each Card being embossed with the name of the Principal Cardholder, Government subsidy number, the registration number of the vehicles, the expiry date and the letter "D" as notified by the Principal Cardholder made pursuant to these conditions.

(c) Clause 1.5(i):

In the case of a Card embossed with the letter, "D" such a Card shall only be used for the purchase of Supplies restricted in the manner below:

"D" : valid for subsidized diesel only

(d) Clause 1.5(ii):

Notwithstanding the aforementioned categories of Cards embossed with the stipulated restrictions, should Supplies be made or dispensed by the Retailer contrary to the provisions of this clause, The Principal Cardholder nevertheless hereby agrees to be liable for all amounts incurred under such transactions.

(e) Clause 1.6 (i):

Each Card issued by Shell to the Cardholder is strictly for use by the Cardholder during the Validity Period of the Card to enable the Cardholder to purchase Supplies from the Retailer through the Vehicle only. Each Card is not transferable and shall be used by the Cardholder only for the purposes of the Scheme.

(f) Clause 1.8: Deleted

(g) Clause 3.3:

For each Card transaction processed either through the use of EDC and the Printer or the OCR or the POS Console with or without the use of Cardholder's PIN but with the relevant Cardholder's Card and with the particulars of the Principal Cardholder shall constitute a warranty by the Principal Cardholder that:

(i) If the Cardholder for any reason whatsoever does not dispute all statements, amounts and other information contained in the EDC Receipt/OCR Receipt/POS Receipt within the day of the transaction, the same shall be deemed to be conclusive, true and correct in all respect and reflect the full terms of a bona-fide transaction ("the Supply Transaction") between the relevant Retailer and Cardholder and that there are no collateral, oral or other contracts or representation in existence affecting the Supply Transaction or the Supplies;

(ii) The Supply Transaction has not been altered or added to in any way since the EDC Receipt/POS Receipt was completed or since the OCR Receipt was generated;

(iii) The Principal Cardholder has no defence counter claim right of set-off or dispute entitling it to refuse or to withhold the full amount or any part thereof appearing on the EDC Receipt / OCR Receipt or POS Receipt;

(iv) The Supply Transaction complies in all respect with the limitation and requirements of any law and or regulations applicable; and

(v) The Supply Transaction has not been assigned, pledged or dealt with in any manner in favour of any other person.

(h) Clause 3.4:

Without reservation, the Principal Cardholder agrees and covenants with Shell to pay to the Retailer for Supplies purchased by the Principal Cardholder or the relevant Cardholder as evidenced by the data received by Shell after the execution of the Settlement Function by the Retailer subject to reconciliation by Shell to reflect the subsidy granted by the Malaysian government to the Cardholder. Where the purchases exceed the Principal Cardholder's quota, such excesses shall be charged at the unsubsidized price.

(i) Clause 3.5 – 3.7: Deleted

(j) Clause 4.1 – 4.4: Deleted

(k) Clause 5.2(vii) – (viii): Deleted

(l) Clause 5.4 – 5.5: Deleted

(m) Clause 6: Deleted

(n) Clause 7: Deleted

(o) Clause 10.1:

Notwithstanding anything to the contrary herein contained, Shell shall not be liable for any inability on its part to perform its obligation under this Agreement if that inability is caused by any direction of Bank Negara Malaysia, the Ministry of Domestic Trade and Consumer Affairs or any written law or regulation made thereunder, the failure of any Machine, data processing system, or transmission link or to any industrial dispute or to any reason beyond the control of Shell, its agent or sub-contractor.

(p) Clause 22: Deleted

2. The Principal Cardholder further agrees and declares that save for the varied terms and any consequential amendments as may be necessary to make the Shell Card Cardholder Agreement consistent with this Addendum, all the terms, covenants, stipulations and provisos contained in the Shell Card Cardholder Agreement shall continue in full force as if the variations herein had originally formed part of the same.