

GENERAL TERMS AND CONDITIONS for Shell Service system

The General Terms and Conditions govern the use of Shell Cards issued by Shell to the Business Partner.

Unless otherwise agreed by the parties (in writing), these General Terms and Conditions shall apply. The General Terms and Conditions may be changed, amended, or supplemented from time to time. Shell shall notify the Business Partner thereof in writing (in accordance with the provisions of Article 17 of these General Terms and Conditions). Only Shell has the right to make amendments and supplements.

1. DEFINITIONS

As used in the Shell General Terms and Conditions, the following terms shall have the following meanings:

"Advance Controls Tool" means a portal that allows the User to set Velocity/Usage Limits to be applied when the Cards are being used via online services.

"Application to Obtain a Shell Card" (hereinafter also referred to as: the "Application") means a completed standardized form with the accompanying copies of documentation that consists of:

- a) a certificate attesting to the current status of the Business Partner's
- b) company issued by the competent court in the place of registration;
- c) the tax or VAT ID certificate (if the legal conditions for such a registration have been met);
- d) financial statements for the previous year;
- e) a copy of the vehicle registration certificate;
- f) a copy of the identity document of the Business Partner's representative or a copy of the Business Partner's signatures deposited with a bank.

"Associated Persons" means any natural or legal person with financial ties to the Business Partner (i.e., contractors or members of the same group of companies as the Business Partner) on whose behalf the Business Partner submits an Application.

"Authorized Card Holder" means a person to whom the Business Partner has provided a Card, including (for the avoidance of doubt) any Associated Person (company or natural person or its representatives to whom the Business Partner has provided a Card).

"Business Partner" means the company, association, sole proprietor, or natural person that signs the Contract.

"Card User" or "User" means the person authorized by the Business Partner to use the Card.

"Card Velocity/Usage Limit" (hereinafter referred to as: the "Velocity/Usage Limit") means the control limit set by Shell on a given Shell Card limiting the purchase of fuel and services. Exceeding this limit results on a given terminal as transaction authorization is being suspended. These limits are restricted with the OLA system.

"Contract on the Shell service system" (hereinafter referred to as: the "Contract") means the Contract between Shell and the Business Partner, including these General Terms and Conditions and any annexes and appendices, as amended and supplemented from time to time.

"Client Velocity/Usage Limit", set for the Business Partner upon signing of the Contract (or amended during the term of the contract), means the highest monthly value of the transactions granted to the Business Partner or means the highest amount of the Supplies and services on all the Business Partner's Cards combined (the gross amount) at participating Shell service stations and participating Third-Party service stations included in/connected to the OLA system. All Cards will be automatically blocked at all participating stations that are part of the OLA system. This restriction does not apply to post payments in the Europe Net Service (Service24) and service workshops.

"Control" means, in relation to any company, having legal and beneficial ownership of no less than 51 percent of the voting rights attached to the issued share capital of that company.

"Credit Limit" means the amount agreed upon between Shell and the Business Partner that serves to limit the Business Partner's liabilities. The amount includes all the Business Partner's invoiced and non-invoiced liabilities due to Shell.

"CRT Card" is a Shell card issued to a Business Partner from the segment of carriage of goods and passengers. The Card is issued under the code 7077.

"Day" means a calendar day unless the Contract explicitly states otherwise.

"Direct Debit" means a payment service for settling the liabilities arising from the use of the Shell Card by a Business Partner by directly debiting the Business Partner's current account.

"E-mail Alert" means the e-mail sent via the Online Service to warn the Business Partner that one or more of the Cards has been detected as being put to unusual use based on the parameters set by the Business Partner.

"e-Invoice" is an application containing invoices in electronic form.

"Fees" means fees and other charges as set out in the General Terms and Conditions, appendices, or notifications issued by Shell that are indicated in the annex to the Contract.

"FLEET card" means a Shell card issued to a Business Partner to be used for the payment of services and fuel for passenger cars. The Card is issued under the code 7002.

"Fleet ID" is an additional numeric code that is defined by a business partner and is intended for additional user verification when using the card.

"Intellectual Property" means patents, trademarks, logos, service marks, rights (registered or unregistered) in any designs, applications for any of the foregoing, trade or

business names, copyright (including rights in computer software) and topography rights; know-how and experience, lists of suppliers and customers and other proprietary knowledge and information; Internet domain names; rights protecting goodwill and reputation and all rights and forms of protection of a similar nature to any of the foregoing or having equivalent effect anywhere in the world and all rights under licenses and consents in respect of any of the rights and forms of protection mentioned in this definition.

"Invoice" means a financial statement issued in paper or electronic form that contains data on card transactions made by the Card User in a particular country, as well as data on the Business Partner's debt to Shell in the period indicated thereon.

"Law" means any law, statute, or regulation, guideline or General Terms and Conditions having the force of Law in any jurisdiction to which Shell and the Business Partner are subject.

"MULTI card" means payment card that can be used at all Shell service stations and at all service stations of Shell Card Scheme Participants.

"OBU device" is a device issued by a tolling company for paying the toll in one or more countries.

"OLA" means the online authorization system managed by Shell for monitoring the use of Cards and limiting transactions. The OLA system is limited to certain countries and services.

"Password" means any password or code issued to a Shell Online User by Shell for use on and to connect to the Shell Website Shell Fleet HUB.

"Personal Data" means any information relating to an identified or identifiable individual, including through identification by means of online identifiers, device IDs, IP addresses or similar methods.

"PIN" means the Card User's personal identification number.

"PIN Mailer" means mail or e-mail containing information about the PIN.

"PRIVAT Card" means a Shell card issued to a natural person. The Card is issued under the code 7027.

"Purchase Order" is a confirmation of the purchase of goods and services.

"Related Party" means a party to the Contract (a) its subsidiaries, directors or employees, contractors, agents; or (b) any other person or entity, including that party's affiliates (and its subsidiaries, employees or directors) when acting for or on behalf of a party to the Contract or otherwise involved in the performance of the Contract.

"Restricted Party" means any individual, legal person, entity or organization that is: (i) resident, established or registered in a Restricted Jurisdiction; (ii) classified as a US OFAC Specially Designated National or otherwise subject to blocking sanctions under Trade Control Laws; (iii) directly or indirectly owned or controlled (as these terms are interpreted under the relevant Trade Control Laws), or acting on behalf of, persons, entities or organizations described in (i) or (ii); or (iv) a director, officer or employee of a legal person, entity or organization described in (i) to (iii).

"Restricted Jurisdiction" means a country, state, territory or region which is subject to comprehensive economic or trade restrictions under Trade Control Laws applicable to any party to the contract [to the performance of this Agreement/Contract] [to any party involved in the performance of the Contract. As of the date of this Agreement/Contract, Restricted Jurisdictions include Cuba, Crimea and Sevastopol and other non-government-controlled territories of Ukraine, Iran, North Korea and Syria.

"Third-Party Services" means services performed by a Shell Card Scheme Participant that is not a member of the Shell Group but is approved by the Shell Group. The Card User has the right to pay for these services based on the Contract.

"Toll company" legal person or other organizational entity authorized, in accordance with the applicable legal provisions, to collect tolls on an individual local road or motorway network.

"Trade Control Laws" means any laws concerning trade or economic sanctions or embargoes, Restricted Party lists, trade controls on the imports, export, re-export, transfer or otherwise trade of goods, services or technology, anti-boycott legislation and any other similar regulations, rules, restrictions, orders or requirements having the force of law in relation to the above matters and in force from time to time, including those of the European Union, the United Kingdom, the United States of America or any government laws in relation to the above matters applicable to a party to the Contract.

"Transaction Certificate" (hereinafter referred to as: the "SLIP") means a certificate (written or electronically generated) of the supply of a product or service issued to the Card User based on a transaction. It must be noted that the signing of a SLIP by the User is outside the scope of this Contract.

"SFH tolls Tool" means a tool that, as part of the Card Online Service, enables the Business Partner to order or register for electronic tolling that allows vehicles on the road to be monitored.

"Shell" means Shell Adria d.o.o., member of the Shell plc group that is the contracting party to this Contract.

"Shell Account of the Business Partner" means the account registered with Shell showing the balance of transactions made using the Shell Card and their credits.

"Shell Card" (hereinafter also referred to as: the "Card") means a numbered plastic card with magnetic stripe and chip issued by Shell to the Business Partner. The Business Partner uses the Shell Card to make purchases at Shell service stations and the Shell Card Scheme Participants. It also means any card issued to the Business Partner by Shell for the purpose of enabling the Card User to purchase Supplies and which falls into the following categories: (i) vehicle; (ii) driver; (iii) vehicle and driver; or (iv) with no predefined data.

"Shell Card Scheme Participant" (hereinafter also referred to as: the "Third Party") means a point of sale (other than a Shell service station) marked with the symbol

for Shell services that accepts Shell Cards as payment for the purchase of products and/or services.

"Shell Fleet HUB" (hereinafter also referred to as: "HUB") means access to the online application via the Shell Website containing online information for managing transactions, ordering Cards, blocking Cards, displaying purchase reports, amounts of invoices issued, E-mail Alerts, the SFH tolls tool, and other card management tools.

"Shell Group" means Shell plc and all other companies with direct or indirect ownership links to Shell plc.

"Shell Online User" means a person authorized by the Business Partner who has a confirmed User ID and has been issued with a Password to enter HUB.

"Shell Website" means www.shell.si or any other URL as is confirmed to the Business Partner by Shell.

"SINGLE card" means payment card that can be used at all Shell service stations and at service stations of certain Shell Card Scheme Participants.

"Supplies" means the purchase of goods and services approved by Shell to the Business Partner in accordance with the General Terms and Conditions, which the Business Partner may manage in Shell Fleet HUB.

"Vehicle virtual card" is a virtual numbered card which Shell assigns to business partners in order to pay tolls via the road toll devices of various toll companies, so that each toll device connects to the virtual card. This allows for the transfer of toll transactions to the Shell account of the Business Partner. They are issued to the Business Partner's company name and the registration number of the vehicle. Operations with the virtual card can be accessed by the Business Partner in the Shell fleet HUB.

"Virtual card of Shell account Business Partner" means a virtual card assigned by Shell to the Shell Account of the Business Partner in order to register the Business Partner in the toll system of toll companies, such as Telepass, Toll4Europe, Frejus and Mont Blanc, or other Shell Card Scheme Participants. This allows for the transfer of toll transactions when resolving toll complaints. They are issued to the Business Partner's company name and the toll system name or the Shell Card Scheme Participant.

"User ID" means the Shell Online User's e-mail address.

2. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

2.1. By signing the Contract, the Business Partner confirms that it is familiar with Shell's General Terms and Conditions published at [Splošni pogoji poslovanja | Shell Slovenija Slovenia](#) Submission of an Application in paper or electronic form by the Business Partner constitutes acceptance of these General Terms and Conditions by the Business Partner on its behalf and on behalf of all Associated Persons in relation to which the Business Partner submitted the Application.

2.2. The Business Partner can request any Shell Card to be issued only in its name and/or in the name of the Associated Persons. It must ensure that the Authorized Card Holders and/or Users will also request any Card to be issued only in their name and/or in the name of the Associated Persons.

2.3. If the Business Partner submits an Application for the Associated Persons and/or discloses information about the Associated Persons to Shell on their behalf, the Business Partner agrees and represents that:

- it is responsible for all transactions made with Cards issued to such Associated Persons;
- it has the necessary authority to act on behalf of the Associated Persons, is entitled to disclose information about the Associated Persons and has any consent required to do so;
- is aware (and has made any Associated Persons aware) that the information provided may be held within systems run by or on behalf of the Shell Group and representatives of any Associated Person (including, for the avoidance of doubt, the Principal Cardholder) may be able to access information relating to other Associated Persons as well as itself, in accordance with the provisions of Clause 11, Personal Data below;
- it will facilitate any credit assessment in relation to any Associated Person by obtaining their written consent to such an assessment in accordance with the procedures required by Shell;
- is aware (and has made any Associated Persons aware) that the information provided by it may create a link between the Associated Persons at any credit reference agency, and that this link will be taken into account in all future Applications by any Associated Person until a request for disassociation is filed with the relevant credit reference agency;
- will inform Shell without delay and immediately in the event that links with such Associated Persons are severed in such a way that they should no longer be treated as Associated Persons by Shell.

3. CARD ISSUE TO THE BUSINESS PARTNER AND CARD USE

3.1. Shell grants the Business Partner (and other persons entitled to use the Card as Card Users and Authorized Card Holders) the right to use the Shell Card to purchase Supplies with Shell and Third Parties. Purchase is limited by purchase categories of the Card up to the amount of the Credit limit and the Client Velocity/Usage Limit on the customer or card set in the Contract. The use of the Card is subject to the conditions set out in the Contract and the General Terms and Conditions.

The Client Velocity/Usage Limit represents the client's gross monthly usage on all Cards issued to the Business Partner. It applies at participating Shell stations and Shell Card Scheme Participants connected to the OLA system. If the monthly limit is exceeded, all of the Business Partner's Cards will be blocked regardless of the balance and the amount of the Card Velocity/Usage Limit. The amount of the monthly limit is set by Shell upon signing the Contract. If Shell estimates that the amount of the limit does not comply with Card usage or the payment of liabilities as set out in the Contract, Shell can change the limit. Shell can notify the Business Partner of any changes to the Client Velocity/Usage Limit in writing by registered mail or e-mail 15 days prior to the change.

Shell undertakes to pay for all the Business Partner's purchased products and services to the Shell Group and Third Parties. The Business Partner undertakes to settle the amount of all purchased products and services stated on the invoice issued by Shell by the agreed due

date.

Pursuant to the rules applying to the use of the Card, the Business Partner must settle the amount of all transactions made with the issued Cards. The Card may only be used in countries listed in Addendum 1. The Card may only be used by the Card User and the Authorized Card Holder.

3.2. In order to obtain a Card, the Business Partner will submit a completed and signed Application to Shell. If Shell accepts the Application, on the basis of information provided in the Application and annexes, it will prepare a contract. The Contract is submitted to the Business Partner for signature. The Business Partner must enclose the documents required in the Contract and the appropriate Shell security interest with the signed Contract and send it to Shell.

After receiving the signed Contract with the necessary annexes, Shell will create a relevant Business Partner's Shell Account in the system for the business partners (the Business Partner number), see to the production of the Card(s) encoded and embossed with the Business Partner's data, issue a PIN code and send the mail containing the Card(s) and the PIN Code in a special envelope or in electronic form to the Business Partner, where appropriate.

3.3. Based on the Contract submitted by the Business Partner, Shell orders the Card(s) issued to the vehicle registration number or to the Card User's name and surname. If the Card is issued to a particular name and surname, it must be signed. If the Business Partner orders Cards containing any other data than the vehicle registration number or the Card User's name and surname, it assumes full responsibility for any irregularities, abuse, and problems with VAT or excise duty refunds and any other consequences. This responsibility also applies to Card orders referred to in Article 3.8.

For each Card, the Business Partner receives a PIN code representing the electronic identification of the Card User. Only the Business Partner and the Card User must be familiar with the PIN code. The PIN code must not be kept together with the Card or written on the Card. In the event of PIN code abuse, any costs incurred shall be borne by the Business Partner.

3.4. The Business Partner may request an additional Card (s) in written form:

- with a request sent by the Business Partner to the e-mail address: euroShell-slovenia@shell.com;
- via the Shell Fleet HUB application. For any additional Card requests made by the Business Partner via the HUB portal, Shell is entitled to demand reasonable additional financial security.

3.5. If the Business Partner requests an additional Card pursuant to Article 3.4, Shell is, at its sole discretion, entitled to demand additional financial security in the amount determined by Shell and under the conditions set out in Article 13. If the Business Partner fails to provide such security, Shell can decline the Business Partner's request for issuing an additional Card.

3.6. All delivery addresses for Cards (and PIN mailers) which differ from the addresses recorded on the Application must be confirmed by the Business Partner in writing via Online Services. Shell may require the Business Partner to provide proof of trading or proof that it operates from such addresses. Substitute Cards are sent to the principal Card Holder's registered or permanent address indicated on the Application (or as updated by the Business Partner in a written notification sent to Shell).

3.7. If the Business Partners orders the PIN Code via Shell Fleet HUB, it may set its own PIN code upon making the order or ask Shell for an automatically generated code from the system. For security reasons, the Business Partner must, in the event of setting its own PIN code, make sure to choose an appropriate and safe code for each Card and not to keep the Code in the same place as the Card. Shell shall not be liable for any loss or damage suffered as a result of PIN code abuse and reserves the right to eliminate the option of making an independent PIN code order to the Business Partner via Shell Fleet HUB when it becomes clear that a violation of safety rules has occurred. If the Business Partner sets its own code via Shell Fleet HUB, it enters the chosen code in Shell Fleet HUB. If it requests a code through Shell, it receives the code by mail. In both cases, the code is known only to the Business Partner. Shell is not liable for any PIN code abuse.

3.8. The Business Partner assumes full responsibility for any irregularities or abuse arising from Card orders, the Card issue type, the setting and selection of data displayed on the Card ordered by the Business Partner itself via Shell Fleet HUB. Shell reserves the rights to terminate the use of a Card the day after the Business Partner's order via Shell Fleet HUB if the Business Partners fails to meet the conditions set out in Article 10.1, in which case it shall inform the Business Partner thereof in writing.

3.9. The Card is non-transferable and shall always remain the property of Shell. The Business Partner shall return the Card to Shell if so required by Shell.

3.10. The Card may only be used:

- if it is a current Card which has not expired, been cancelled or blocked either by Shell or at the request of the Business Partner;
- to make purchases limited by the purchase category, geographical restrictions or restrictions associated with the service station network;
- to make purchases in the amount restricted by the Velocity/Usage Limit(s) and the Credit Limit;
- if the Card has not been reported stolen or lost by the Business Partner;
- if the Card User, whenever necessary, uses the PIN to make a purchase.

3.11. The Card may not be used in the following cases:

- if the vehicle to which the Card was issued has been sold, stolen, destroyed, or taken out of use;
- if the Card has expired;
- if the persons concerned have passed away or terminated their legal relationship with Shell;
- if the Contract has been terminated;
- if the Card has been blocked in accordance with Article 12 of the General Terms and Conditions;
- if a substitute Card has been issued (a change to the vehicle registration number).

3.12. The Card may only be used to purchase Supplies for the vehicle the registration number of which is indicated on the Card. The service station staff may check if the Card User is pumping fuel into the Vehicle to which the Card was issued. If the card is not used for a vehicle with a registration number listed on the card, Shell is not liable for the damage caused because PIN code applies as the confirmation of purchase.

3.13. If the Card is issued to a particular name and surname, it must be signed in the signature strip on the back of the Card. The service station staff may check the identity of the Card User. If card is not used by person written on the card, Shell is not liable for the damage caused because PIN code applies as the confirmation of purchase.

3.14. Cards to a particular vehicle registration number are issued to the Business Partner as a management information tool for appropriate Card usage. The Business Partner shall be liable to pay all amounts even if a transaction pertains to a vehicle other than the one indicated on the Card.

3.15. Shell has the right to decline payment for the purchase with the Card at any time in case of any security issue. In this case, the Business Partner is aware and accepts that Shell is not responsible for declining such a transaction. Regardless of the Velocity/Usage Limits or other types of control, the Business Partner is responsible for the use of all Cards by the Card Users, except when this Contract explicitly states otherwise, and (in particular) is always responsible for all Card transactions in the event of any failure on the part of the Card User to comply with the conditions set out in this Contract.

3.16. When a Card User or a person purporting to be a Card User of a Card, which has not been reported lost or stolen (is not blocked), either does not have the Card with them or the Card cannot be processed for any reason, such person may purchase Supplies by providing a credible form of identification and fulfils all requirements based on the judgment of the staff at the location. Shell will charge manual transaction to the Business Partner on the next invoice. The Business Partner is responsible for the payment of Supplies and services.

3.17. In order for the sale of Supplies bought with the Card on behalf and for the account of the Business Partner to be registered, the Card User must identify him or herself at the POS terminal by presenting the Card and entering the PIN code into the relevant device. At the point of sale, the SLIP is automatically issued for every purchase. If the PIN number cannot be entered for technical reasons or if the magnetic stripe or chip is unreadable, the Card may be processed manually – depending on the availability of manual reception – and the printed SLIP shall be considered a transaction certificate. Collecting and saving SLIPs issued upon the purchase of Supplies is the responsibility of the Business Partner.

If Supplies are purchased with Third Parties where a tax invoice should be issued instead of SLIP, it is the Business Partner's responsibility to require the Third Party to issue an appropriate invoice for tax purposes.

Shell or Business Partner through the Shell Fleet HUB application can restrict the maximum number of Card transactions that the Business Partner can make in a particular period of time. The restriction pertains to both the number and the maximum number of transactions (the Velocity/Usage Limit). Each Card has a transaction limit setting the maximum total amount of Card purchases at one point of sale in one day.

Velocity/Usage Limits between individual Business Partners and Card types may differ. The largest number and amount of transactions is based on the average fuel consumption, taking into account safe Card usage. Shell may change these limits unilaterally. The limits only apply to transactions carried out within the OLA system. If transactions are not carried out within the OLA system, Shell may set other Velocity/Usage Limit values.

Velocity/Usage Limits at points of sale of a Shell Card Scheme Participant may differ from case to case. At its request, Shell shall inform the Business Partner of Velocity/Usage Limit values at points of sale of a Shell Card Scheme Participant.

The parties may agree on – and indicate in the Contract – individual Velocity/Usage Limits (at Business Partner or Card level) that apply upon the signature of the Contract. Any subsequent change to the Velocity/Usage Limit shall be communicated between Shell and the Business Partner by notification in written form (mail, or e-mail). If the Business Partner is given the possibility to use Shell Fleet HUB, the Business Partner itself can make changes to its Velocity/Usage Limits (only a reduction in the value of the existing limit). If, in this case, the Business Partner wishes to increase its limits, it must send a written request to Shell.

The following countries are not part of the OLA system: Turkey and Russia, as well as points of sale of Shell Card Scheme Participants.

3.18. If a check carried out in accordance with Articles 3.12 and 3.13 reveals a violation, Shell staff or a Third Party may confiscate the Card or decline payment for the Supplies with the Card. Furthermore, Shell or a Third Party may reject the Card in the following cases:

- a) if the Shell Card is blocked;
- b) if the Shell Card has expired;
- c) if the appearance of the Shell Card has been visibly altered or the Card is damaged;
- d) if there is suspicion of abuse;
- e) if the OLA system does not allow the transaction.

In such cases, the Business Partner shall settle the value of the purchased Supplies by other means of payment.

If any violations in Card usage pertaining to the Contract and the General Terms and Conditions are discovered during the use of the Card, the Business Partner shall cover, in addition to the transaction, any costs associated with the transaction. Shell recommends that the User never leaves the Card on the sale point with Shell's or a Third Party's staff unattended. Shell is not liable for any abuse.

3.19. Cards issued with the designation "S" (meaning "SINGLE") shall have a designated "S" mark displayed on the Card. SINGLE Card type means that the Card can be used as a means of payment at all Shell service stations and at service stations of certain Shell Card Scheme Participants, which are communicated by Shell to the Business Partner.

3.20. Cards issued with the designation "M" (meaning "MULTI") shall have a designated "M" mark displayed on the Card. MULTI Card type means that the Card can be used as a

means of payment at all Shell service stations and at service stations of Shell Card Scheme Participants.

3.21. The Business Partner has an option to register toll devices via the Shell system. The registration shall be carried out by shell based on a written order from the Business Partner, and upon receipt of the signed documentation determined by the individual Toll company. For the purposes of registering toll devices, Shell issues a virtual card for the vehicle ("Vehicle virtual card") and a virtual card for the Business Partner account ("Virtual card of Shell account Business Partner").

3.22. The virtual card has a 19-digit number and differs from the Shell Card only in not being issued physically, and always being issued with the initial numbers 7077303. If the Business Partner blocks the virtual card in the HUB, they bear all liability in regard to the toll device block.

3.23. Toll devices are owned by individual Toll companies and Shell is not responsible for their operation. All the terms and conditions of tolls in Europe are determined by each individual Toll company. Any complaints arising from improper operation or miscalculation of tolls shall be lodged by the Business Partner to the individual Toll company, via Shell. In doing so, Shell does not bear any financial responsibility, since it only acts as an intermediary in the complaint process.

3.24. If a Business Partner fails to comply with all the terms and conditions of use of individual Toll companies, they shall be solely and completely responsible for all transactions resulting from improper use. In the event of improper charging of tolls, the Business Partner is obliged to provide a complaint, as specified by the individual Toll company in its operating conditions.

3.25. Shell is responsible for the correct transfer of transactions received from Toll companies that have arisen from the toll payments to the Shell account of the Business Partner. Shell is obliged to provide the Business Partner with toll the details for the use of the toll appliance.

4. SHELL FLEET HUB: SPECIAL CONDITIONS AND PROVISIONS

4.1. Shell Fleet HUB is an online application that the Business Partner accesses using its User ID and Password. Shell reserves the right to change any Shell Fleet HUB Internet site at any time.

4.2. Shell Fleet HUB enables the Business Partner to order Cards, transfer transaction data and perform transaction data analysis using tables available on Shell Fleet HUB. Shell Fleet HUB consists of the following services: E- mail Alert, SFH tolls, e-Invoice and Card and financial report management. Shell is obliged to provide the Business Partner with instructions for use of the SFH Tolls. The Business Partner can receive instructions for use on the link <https://fleetsolutions.force.com/fleethub/s/> or on the Shell Fleet Hub portal.

The Business Partner is aware and agrees that:

- a) when not using Shell Fleet HUB, Card-associated services will differ from those set out in this Contract;
- b) it is liable to ensure appropriate management of its Cards via Shell Fleet HUB, e.g., when blocking Cards, changing the Velocity/Usage Limit, etc.

Shell is not liable for any consequences that occur after changes are made by the Business Partner at Card level via Shell Fleet HUB.

4.3. Based on a Business Partner's written application (name and e- mail), Shell shall enable access to Shell Fleet HUB to one user with administrative rights. The administrator shall be able to grant access to Shell Fleet HUB to other users in its own discretion. All users shall obtain their User IDs and Passwords allowing them to access and use Shell Fleet HUB. The Password and User ID will be sent by Shell via e-mail to the user's e-mail address.

4.4. The Business Partner is responsible for granting access to Shell Fleet HUB to persons that it designates in the Shell Fleet HUB application by issuing them a User ID and Password. The Business Partner is liable for any abuse in Shell Fleet HUB resulting from the use of a User ID and Password by an unauthorized person. The Business Partner must keep all User IDs and Passwords out of reach of unauthorized persons.

4.5. The Business Partner agrees that Shell Fleet HUB users are authorized to use functions in Shell Fleet HUB and:

- a) that they will set and use their PIN codes in accordance with the provisions of the Shell General Terms and Conditions;
- b) that they will not reveal their Passwords to third, unauthorized parties;
- c) that they will not keep their Passwords in electronic form (in a file);
- d) that they will refrain from any actions that may result in an unauthorized access to Shell Fleet HUB by a third party;
- e) that they will take every measure to prevent access to Shell Fleet HUB by unauthorized persons;
- f) that they will follow all new instructions that Shell may introduce for the use of Shell Fleet HUB or security measures that they should pay attention to;
- g) that they will notify Shell in writing or by e-mail immediately if they discover that an unauthorized person has gained access to a User ID or a Password or that it has gained access to Shell Fleet HUB or data contained on Shell Fleet HUB by another manner.

4.6. Shell reserves the right

- a) to require a user to change their Password without prior notice;
- b) to invalidate the Password if it has reason to believe that the User is in breach of Article 4.5;
- c) to suspend any Card and terminate the Contract.

At the Business Partner's request, Shell may, but is not required, to change the Password. Shell may charge the Business Partner for the cost of such a Password change.

4.7. Shell Fleet HUB users have the right to use data from Shell Fleet HUB for analysis by using tables designated for this purpose. In the event that the Business Partner uses Shell Fleet HUB for any other purpose, e.g., reproduction or publicity, they shall require a written consent from Shell. The Business Partner and users may not grant access to Shell Fleet HUB or any data contained on Shell Fleet HUB to a third party in any event or for any purpose.

4.8. The Business Partner is liable for:

- a) compliance of the use of Shell Fleet HUB services with all reasonable instructions provided by Shell or a Shell affiliate. The use of Shell Fleet HUB services will always be based on all laws in force and compliant regulations;
- b) appropriate registration to Shell Fleet HUB;
- c) protecting the confidentiality of the User ID and Password;
- d) the use, keeping, protection, and prevention of unauthorized distribution of all materials downloaded from the Internet application Shell Fleet HUB;
- e) not allowing any unauthorized person to access or use Shell Fleet HUB services;
- f) relieving Shell or Shell affiliates of any claims, lawsuits, taxes, damages, costs, convictions, Contracts, penalties, settlement amounts, and other liabilities arising from unlawful or inappropriate use of Shell Fleet HUB services;
- g) notifying Shell immediately of any failures in the Shell Fleet HUB application;
- h) notifying Shell immediately of the loss of a User ID or Password.

4.9. Shell reserves the right to access the Business Partner's data available on the Internet site Shell Fleet HUB and the right to save such data. Shell's logo (a clam), the truck image, and the trademarks displayed on the Internet site Shell Fleet HUB are property of Shell or a Shell affiliate. No part of the Internet site content shall be interpreted as granting the Business Partner, consequently or otherwise, any license or right to use the Shell clam, the truck image, the trademarks or logo displayed on the Internet site.

4.10. Neither Shell nor any Shell affiliate or Third Party designated by Shell to carry out activities pursuant to the General Terms and Conditions, shall be liable to the Business Partner for any direct or indirect damage or loss arising from or in relation to a Shell Fleet HUB service or any other activity related to the Contract, except in the event that the damage was caused deliberately or through grave negligence.

Neither Shell nor any Shell affiliate or Third Party designated by Shell to carry out activities pursuant to the General Terms and Conditions, shall be liable to the Business Partner for any data transfer interference, including transfer failure, delayed transfer and/or faulty transfer, except when caused deliberately or through grave negligence.

Shell will use all reasonable efforts to ensure that the data on the Internet site Shell Fleet HUB is accurate and up to date. Shell does not provide any warranty that the information is accurate. Shell, Shell affiliates or Third Parties designated by Shell to carry out activities pursuant to the General Terms and Conditions do not assume any responsibility or liability for mistakes or omissions in the content of the Internet site.

Using and browsing the Shell Fleet HUB Internet site is the responsibility of the Business Partner. Shell, Shell affiliates or Third Parties involved in the design, delivery and/or production of the Internet site are not responsible for any direct, indirect or consequential damage resulting from the Business

Partner's access to the Internet site Shell Fleet HUB. Without limiting the foregoing, everything on the Internet site Shell Fleet HUB is given to the client "as is". Shell explicitly foregoes any and all warranties, including warranty of fitness for a particular purpose.

Shell, Shell affiliates, or Third Parties designated by Shell to carry out activities pursuant to the General Terms and Conditions do not assume any responsibility for any damage or viruses that may infect the Business Partner's computer hardware and software or any other property as a result of the Business Partner's access to the Internet site Shell Fleet HUB or in the event that the Business Partner transfers files, materials, data, texts, images, video, and audio from the Internet site.

Shell, Shell affiliates, or Third Parties designated by Shell to carry out activities pursuant to the General Terms and Conditions do not assume any responsibility concerning the effect that the services may have on any warranties given by computer manufacturers.

All content on the Internet site Shell Fleet HUB, such as the text, logos, button icons, and images, is the property of Shell. Copying, reproducing, republishing, transferring, or updating on other Internet sites, sending or distributing the content on the Internet site in any way, either for public or commercial purposes, is strictly forbidden.

Shell did not examine the Internet sites that may be hyperlinked to the Internet site Shell Fleet HUB and is not liable for any content on such Internet sites. If the Business Partner uses such links, it does so on its own responsibility.

4.11. In the event of choosing the E-mail Alert:

- a) the Business Partner is responsible for being able to receive and read the E-mail Alert. Shell is not liable for errors in data transmission;
- b) Shell shall make reasonable efforts as regards the content of the E-mail Alert. Shell does not provide any warranty that the content is perfect and faultless;
- c) the Business Partner is responsible for using the E-mail Alert. The functioning of the E-mail Alert does not obligate the Business Partner to use the Cards that are the subject of the E-mail Alert;
- d) The Business Partner shall notify Shell in writing of any errors in the functioning of the E-mail Alert.

4.12. For any reason and at any time, Shell reserves the right:

- a) to change the format of Shell Fleet HUB;
- b) to change the content, form, specification and technical structure of Shell Fleet HUB;
- c) to change the type of data required or available on Shell Fleet HUB;
- d) to deny a user access to Shell Fleet HUB;
- e) to carry out maintenance, repairs or improvements on Shell Fleet HUB to improve the proper and necessary functions.

In such cases, it may:

- a) suspend the service of Shell Fleet HUB (without prior notice) in case of emergency;
- b) give the users such instructions as it deems reasonably necessary;
- c) suspend Shell Fleet HUB in any circumstance in which it is entitled to terminate the Contract on the Shell Service System or as set out above;
- d) withdraw Shell Fleet HUB (in which case the costs of Shell Fleet HUB, if any, shall be amended as appropriate).

4.13. If Shell Fleet HUB or the Shell Website are suspended through the fault of the Business Partner (user), the Business Partner shall reimburse Shell's costs reasonably incurred in the implementation of such suspension. Shell agrees to reactivate Shell Fleet HUB to the Business Partner, in which case it may require the Business Partner to pay reasonable fees or a deposit.

4.14. SFH Tolls is a tool that allows the Business Partner to order OBU device, monitor consumption and manage tolls, which includes a change in vehicle data, registration numbers, status of OBU device activation/deactivation and overview of registered OBU devices. The business partner uses OBU devices to pay the toll. OBU device is directly provided to the Business Partner by toll companies based on their contracts which are not part of Shell group. The service that Shell provides with SFH Tolls is limited only for the process of registration and management of OBU devices. Shell is not responsible for providing toll services and for the documentation that the Business Partner must fill in to obtain OBU devices. In the process of registering at SFH Tolls, the Business partner is responsible for the accuracy of the information provided. Shell has no liability in case of receiving penalties due to the incorrect registration, the management of the OBU devices or incomplete documentation by the customer in SFH Tolls tool.

Shell, by registering a Business Partner in SFH, enables the free of charge use of SFH Tolls. Shell has the right to charge the Business Partner a service that the Business Partner could provide itself at SFH Tolls. The amount of the service charge is charged at the price list, which is part of the Contract.

4.15. Advance Controls Tool is a portal via which the user can set different limits pertaining to Card usage (in addition to the controls set by Shell) in HUB. If the Business Partner uses this tool, it shall be liable to pay additional Card and service costs. Limits set in the Advance Controls Tool apply only to the service stations that are part of the OLA system. They do not apply to the toll company network. The Business Partner is responsible for the correct entry of limits indicated when setting up control and Shell is not responsible for any operational consequences in the event that the limits set by the Business Partner prevent the Cards from being used. The Business Partner shall inform the Card Users of any additional limits and ensure that HUB contains all selected warnings adjusted to the use of Cards. All control types shall be applied within 24/48 hours from changes in Online Services.

4.16. If, for whatever reason, a Shell Card is cancelled in the Shell system, the electronic device connected to that Shell Card shall be cancelled as well. The same applies if the Business Partner itself cancels the Card via the HUB portal.

5. CREDIT LIMIT

5.1. The contracting parties agree upon the amount of the Credit limit. The Credit limit is set on the basis of estimated consumption, an assessment of creditworthiness carried out by Shell based on the Business Partner's financial rating and security interest. The Credit limit includes the Business Partner's payable and not yet payable transactions. Shell shall inform the Business Partner of any changes to the Credit limit in writing by e-mail.

5.2. Shell may change the amount of the Credit limit indicated in the Contract unilaterally by written notice to the Business Partner (by e-mail). The new Credit limit set by Shell shall be applied in real time after Shell has sent written notice to the Card Holder. If the notice referred to in the previous sentence pertains to an increase in the Credit Limit, Article 13.3 of this Contract shall apply.

5.3. Shell has the right to suspend the Card if the Business Partner exceeds the Credit Limit and if it fails to pay its invoices by the due date and the total amount of such invoices does not exceed the Credit limit.

6. PIN CODE

6.1. Each Card has its own PIN number. The Business Partner may not disclose the PIN number received together with the Card. It must take care of it and keep it separately from the Card (in any form) in a safe place. The Business Partner may disclose the PIN number only to the Card User. If the PIN number is disclosed to an unauthorized person, the Business Partner must immediately inform Shell. The Business Partner is fully responsible for any damage that may arise from failure to comply with this provision.

7. INVOICING

7.1. Invoices indicating transactions as set out in the introduction page shall be issued and sent directly to the Business partner at Shell's own expense. Invoices shall contain data on transactions by Card for purchases made with Shell and Third Parties.

Invoices shall be issued by country. For purchases in Slovenia, invoices shall be issued by Shell Adria and invoices for purchases made in other countries shall be issued by Shell Adria on behalf of other Shell Group companies. Each invoice shall indicate which Shell Card the Business Partner used, when, which products and/or services were purchased, the amounts, the price per unit, and the total amount.

7.2. The Business Partner may not withhold payment or make an incomplete payment in the event of any complaints concerning the purchase. If an invoice-related complaint is justified, Shell shall settle the appropriate amount or give the Business Partner credit.

The Business Partner must send its complaint regarding transactions by registered mail or e-mail within one month from the date of issue of the invoice. The Business Partner shall bear any costs associated with invoice payments, e.g. (INO) bank charges, transfer fees, etc.

If the Business Partner does not receive the invoice by mail or via Shell Fleet HUB application within 10 days from the date of issue indicated in the Contract, it must inform Shell by registered mail or e-mail, otherwise it shall be deemed that the Business Partner has received the invoice. The amount indicated on the invoice must be paid by the due date, otherwise further use of Shell Cards will be suspended.

7.3. Any complaints concerning the issued invoices arising from a request for copies of Purchase Orders from Shell by the Business Partner can be made based on a written application (e-mail, or in writing) within 30 days from the date of issue of the invoice or statement. If the Business Partner fails to send a written complaint within 30 days, it shall be deemed that the Business Partner agrees with all purchases and that all invoice items are correct and that the Business Partner accepts them.

7.4. Where permitted by law, invoices/statements will also be available to the Business Partner in electronic form via Shell Fleet HUB. In this case, the Business Partner shall not receive invoices/statements in paper form by mail. By signing the Contract, the General Terms and Conditions forming an integral part thereof, the Business Partner agrees to receive invoices in electronic rather than paper form from any Shell in the Shell Group that has the legal basis to issue and send electronic invoices ("e-Invoice"). The Business Partner may request an alternative method of invoicing. If Shell complies with such a request, the Business Partner shall settle the administrative costs incurred in invoicing.

7.5. The Business Partner may request a change in receiving invoices/statements from paper to electronic form ("e-Invoice"). In this case, it must send a written request to Shell. Invoices may be issued in electronic form if so agreed by the Business Partner and Shell. For tax return purposes, the responsibility to check the acceptance of electronic invoices by tax authorities in a given country shall be assumed by the Business Partner.

7.6. Invoices in electronic form will be transferred to Shell Fleet HUB by Shell the day after the date of issue of the invoice. The date of issue of the invoice is set in the Contract. The Business Partner shall receive an electronic notification of the transfer of invoices to the e-mail address communicated to Shell in writing on the day that the transfer is executed. If the Business Partner does not receive the invoice notification, it must notify Shell in writing. If the Business Partner fails to inform Shell within 10 days from the date of issue of the invoice that it did not receive the invoices on Shell Fleet HUB, it shall be deemed that the invoices were transferred to the client's account on Shell Fleet HUB the day after the date of issue of the invoice. Invoices will be kept on Shell Fleet HUB for 13 months. After 13 months, the invoices will be deleted automatically. The Business Partner is obliged and responsible to transfer the invoices to its computer in time. It must also ensure all the necessary software for the transfer of invoices from Shell Fleet HUB.

7.7. Documents offering proof of the invoices' authenticity will be enclosed in the transfer. In every invoice transfer, the file will contain two documents: the invoice in PDF format and the electronic signature in xml format. E-invoices contain a single original invoice. Upon its first entry in the E-invoice module, the Business Partner shall receive the only original invoice that it must transfer to its computer immediately. Upon every subsequent entry in the E-invoice application, the invoice becomes a copy. The Business Partner shall be liable in the event of loss of the original invoice.

8. PRICES, DISCOUNTS, FEES

8.1. Prices and discounts: Shell charges all Supplies at currently valid sales prices at the points of sale or by the list price available on the Web application Shell Fleet HUB <http://www.fleethub.shell.com>, except when discounts on these prices are agreed upon in advance by the Business Partner and Shell. Shell shall define the agreed upon discounts to the Business Partner in an appendix/annex to the Contract and send them by mail or by e-mail.

8.2. Shell charges fees for certain services that are included in the Contract. Fees for services not related to fuel at Shell service stations (motorway, tunnel and ferry tolls, Card usage, etc.) shall be charged on country basis in accordance with the Contract.

8.3. Shell charges fees for additional services and service pack which are an integral part of the EuroShell system contract.

The extent and rate of all fees shall be defined in the Contract or other written correspondence between Shell and the Business Partner. Shell may change the fees in its sole discretion and introduce additional Card fees and fees for services for Supplies purchased with the Card.

The Business Partner shall be notified of any changes to prices, fees or discounts 15 days in advance by e-mail. Based on this electronic notification, it shall be deemed that the Business Partner is familiar with the calculation of prices, fees or discounts that will be charged for its use of the Card for the payment of Supplies of which it has been notified. The Business Partner must inform Shell within 15 days if it agrees with the changes. In case the Business Partner, the authorized Card Users and the Authorized Card Holders use the Cards after the changes have come into effect, it shall be deemed that it agrees with the new fees.

All prices, fees or discount pertaining to the preceding period of Card usage shall be charged on the next Business Partner's invoice and shall fall due on the due date indicated in the Contract.

8.4. The obligations concerning quantity: Shell and Business Partner agree that are prices/rebates for the supply agreed under the condition that, during a specified period of time, with the cards at least minimum quantity of fuel or services ("minimum Quantity") shall be purchased. Shell will perform checks in the period of 6 (six) months from the signature of the contract and asset whether the minimum quantity was met.

8.5. Shell may modify the price/rebate/fee at any time when the agreed quantities are not in line with the price/rebate/fee (the quantity is not met or exceeded). Change of price/rebate/fee will be communicated to the business partner 15 days in advance by mail or e-mail. Based on this notice, it is considered that Business partner is familiar with the change of new price/rebate/fee. The business partner must communicate it agrees with the new amendments within 15 days. If the business partner, the authorized card user and the authorized card holders uses card after the change is made, it will be considered that he agrees with the new price/rebate/fee. Changed conditions (prices/rebates/fees) apply by the time when any of the items are not met.

9. PAYMENT

9.1. The terms and methods of payment are set out in the Contract. If the payment is made by means of Direct Debit, the Business Partner must provide the approval of Direct Debit for the account of Shell before signing the Contract and renew this approval as appropriate. Direct Debit will be made to Shell's current account, the money being credited to the current account on the invoice due date. The settlement must be made out for the entire amount of invoices falling due on the invoice due date. Regardless of the method of payment, the date of payment shall be the date when the payment is credited to Shell's bank account.

9.2. Shell shall have the right to impose on the Business Partner a charge for each unpaid Direct Debit which the Business Partner fails to make. The amount of the charge shall be agreed upon by Shell and the Business Partner in writing in the Contract or in the

Annex to the Contract.

9.3. The settlement of accounts is made for the entire amount of invoices falling due on a particular date.

9.4. Both contracting parties are aware that fuel is an excisable product, the marketing of which is subject to strict rules and regulations. By signing this Contract, the Business Partner indicates its awareness that the resale of purchased fuel is prohibited and undertakes to respect this regulation.

9.5. The invoice is issued in euro (€). If the purchase is made in the national currency that is not the national currency of the purchase it shall be converted into euro (the nominal amount in euro) at the rate determinate by Shell in the country of purchase. If such data is unavailable on the date of issue of the invoice, the European Central Bank rate available at: https://www.ecb.pa.eu/stats/exchange/fxref/ht_ml/index.en.html shall be used.

9.6. In the event of default on the amounts due, Shell may charge default interest at the statutory interest rate. Notwithstanding Shell's right to charge default interest, Shell is additionally entitled to charge the Business Partner recovery costs in the amount of 40,00 EUR pursuant to Article 14 of the Act on prevention of late payments of the Republic of Slovenia (Official Gazette RS No. 57/12 and 61/20, with changes and amendments) or other recovery costs pursuant to applicable laws.

10. VIOLATION OF THE CONTRACT, CANCELLING AND BLOCKING CARDS

10.1. The following shall be considered a violation of the Contract:

- a) the User provides incorrect data to Shell in relation to this Contract or refuses to provide the data required;
- b) each attempted or Card abuse, changing data on the Card, transferring the Card to a third party, using the Card after its expiration, further use of the Card after its cancellation was requested;
- c) using the Card in contravention of the provisions of this Contract;
- d) the User defaults on an amount due; and
- e) the User exceeds the Credit limit and fails to provide sufficient security interest required by Shell to cover the changed Credit limit.

In case of a violation of the Contract, Shell may:

- a) immediately cancel any Shell Card in the possession of the Card User;
- b) terminate the Contract with immediate effect;
- c) require immediate payment of any amount owed by the User not yet due;
- d) use the security interest provided by or on behalf of the Business Partner.
- e)
- f) Shell shall block the Card if the Business Partner so requires for any reason in writing (by mail, e-mail).
- g)
- h) Shell may block any or all issued Shell Cards without additional notification to the Business Partner in the following cases:
 - i) If the Business Partner fails to make a payment in accordance with Article 9.1 or has other outstanding overdue amounts pertaining to other Supplies provided by Shell, even if such Supplies are not the subject of this Contract;
 - j) If the Business Partner fails to meet its obligations in accordance with Article 4.3;
 - k) If the Business Partner fails to meet its obligations in accordance with the last sentence in Article 13.3;
 - l) Simultaneously with an immediate termination of the Contract;
 - m) If safe use of the Card is compromised;
 - n) If the Business Partner has a business share in another company that is blocked due to late payments or exceeds the Credit limit, Shell may block the Business Partner.

10.2. Upon blocking Cards in accordance with the previous paragraph of this Article, Shell shall not be liable for the damage suffered by the Business Partner as a result. Blocking Cards within the meaning of this Article means that Shell and Third Parties stop accepting Cards for the purchase of Supplies. Re-acceptance of Shell Cards by Shell and Third Parties may be agreed upon after the payment of all outstanding liabilities.

10.3. Shell reserves itself the right to declare a Card invalid or to cancel one, several or all of the issued Cards at any point and in its sole discretion, in which case it shall send a written notice to the Business Partner.

10.4. Shell has the right to submit a request for a charge in the amount of €1, after notifying the Business Partner of the opening of a direct debit, with the purpose to verify the correct direct debit activation. Shell will refund the amount charged to the Business Partner in the form of a credit memo on the first invoice issued for fuel consumption or service. If the direct debit check fails, due to incorrect communication or any other reason specified by the bank, Shell has an undeniable right to immediately block the operation of the card, without the consent of the Business Partner. This also applies in the event that a business partner delivers incorrect bank information at the time of the conclusion of the Shell service system contract, which may also have arisen from an error in communication, typing, or the inclusion in the bank system.

11. PERSONAL DATA PROTECTION

11.1. Both Parties may, in the course of the performance of the Contract, provide each other with Personal Data (information about identified and/or identifiable individuals). Any processing of Personal Data will be done in accordance with the terms of the Contract and applicable data protection laws (applicable Laws related to the protection of individuals, the processing of such information, and security requirements for, and the free movement of, such information). Each Party acknowledges that they will each be independently acting as data controllers in respect of Personal Data processed by each of them. The Contract does not establish a basis for jointly exercising data controller powers over the relevant Personal Data.

11.2. Shell will process Personal Data provided by the Business Partner, Associated Persons and Users in accordance with the Shell Privacy Statement available at <https://www.shell.si/pravilnik-o-zasebnosti/b2b-notice.html> that supplements the Global Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com/privacy (depending on the location). For the avoidance of doubt, neither Party may process, sell, retain, use or disclose the Personal Data for any purpose other than for the specific purpose specified in the Contract and as explained in the relevant

privacy notices or as required or permitted by applicable data protection laws.

11.3. Where Business Partner has provided Shell with Personal Data of Authorised Card Holders (including permanent or temporary employees, contractors, trainees or other members of staff), the Business Partner shall provide the Authorized Card Holders with the information contained in the Shell Privacy Statement, as referred to in the previous paragraph 11.2. and attached to this General terms and conditions as Addendum 2.

11.4. In processing any Personal Data provided to it by Business Partner, Shell shall:

- put in place technical measures to safeguard the Personal Data, such measures to be appropriate to the nature of the data being processed and take into account the harm which would be caused to the data subject should any unauthorized loss, disclosure or destruction of the data occur;
- put in place appropriate organizational measures to safeguard the Personal Data;
- not process any Personal Data of Business Partner, Associated Persons and/or Authorized Card Holders except to the extent necessary for the specific purpose specified in the Contract and as explained in the relevant privacy notices or as required or permitted by applicable data protection laws.
- put in place measures designed to ensure that no Personal Data will be transmitted outside of the EEA without appropriate contractual or equivalent protection being in place to protect such Personal Data and shall ensure that such measures are maintained for the duration of the Contract. Shell has adopted Binding Corporate Rules that allow Shell to transfer Personal Data between companies of the Shell group, even if such companies are established outside of the EEA.

12. LOST OR STOLEN CARDS, LIABILITIES

12.1. The Card may not be left unattended. If the Card is lost or stolen, abused or in the possession of a person other than the Card User, the Business Partner must immediately inform Shell thereof. The Business Partner shall inform Shell in the following manner:

- during working hours between 8.00 and 16.30 by calling +386 (0)1 514 05 00;
- outside working hours by calling +386 (0)1 514 05 00 (call will be transferred on the Service 24).

The Business Partner must also inform Shell in writing by sending a notice via post or by e-mail to euroShell-Slovenia@Shell.com immediately. The time of receipt shall be the time of receiving the notification by phone, post or e-mail to the address: euroShell-Slovenia@Shell.com.

The Business Partner may also block the Card(s) himself in HUB. In this case, the Business Partner does not have to inform Shell in writing.

If the Business Partner fails to inform Shell to block the Card, either deliberately or through gross negligence, Shell shall not be liable for any damage suffered by the Business Partner before reporting the Card lost or stolen.

12.2. Shell shall make sure that the relevant Cards are blocked with all Third Parties.

12.3. The Business Partner shall provide Shell with all available information regarding the circumstances of the loss or fraud and take all appropriate action to help Shell search for the lost or fraudulent Cards.

12.4. The Business Partner is obliged to report the loss or abuse of a Card at a local police station in the Business Partner's country or in a country where loss or misuse had occurred and inform Shell or by submitting a copy of the police report. In the event of Card loss, theft or abuse, the Business Partner shall provide Shell with all appropriate information on the circumstances of the loss, theft or abuse and take all necessary measures to help Shell retrieve the Card. If the Card remains in the possession of an unauthorized card holder, the Business Partner must ensure that all cancelled Cards are destroyed, such destruction entailing the cutting of the Card's magnetic stripe or chip (this also applies to all Cards that were reported lost or stolen, but were eventually found).

12.5. Shell does not assume any liability if a Third-Party refuses to release the goods for any of the reasons pertaining in this Article 12.

12.6. Shell is not liable for any damage arising from a falsification of Cards issued in the Business Partner's name. In order to prevent or limit the possibility of Card abuse, the Business Partner is explicitly advised to regularly monitor Card usage or transactions. All transactions made with Shell Cards, except in the events referred to in this Article 12, shall be charged to the Card Holder.

12.7. The Business Partner is fully liable for any damage that it suffers as a result of mechanical damage to the Card, e.g., due to inappropriate keeping or excessive wear of the Card.

12.8. Shell allows the Business Partner an option to independently block the Card via Shell Fleet HUB, by the following instructions available at: <https://fleetsolutions.force.com/fleethub/s/> or on the Shell Fleet Hub under the Help tab. In this case, the Business Partner shall make sure that the Cards are blocked via Shell Fleet HUB by the Business Partner or by persons authorized by it, assuming full responsibility for any damage suffered in the event that the Card was not blocked properly.

12.9. Provisions concerning liability for damage arising from card abuse: Liability for transactions made after the cancellation of the Card via the HUB portal or the Shell Customer Service Centre, a written request sent by e-mail or regular mail to cancel the Card shall be borne by Shell. After such a request is submitted, the Business Partner shall no longer be liable for transactions made with the blocked Card. After the blocking Shell is not liable for the transactions if the card is used to pay tolls while the operating conditions of the toll companies are applicable, which means that the business partner bears liability for transactions incurred for up to 48 hours.

Shell may, at any time and without notice, request the return of all or any Cards or cancel or temporarily suspend (block) all or any Cards of a Business Partner to which the Cards have been issued or refuse to reissue, replace or renew any Card during in any period if:

- fraudulent, illegal, or unlawful use of any Card is suspected;
- Shell receives a credit reference in relation to the Business Partner which in Shell's reasonable opinion is unsatisfactory; or

c) any Card Holder violates this Contract.

In the events when Shell blocks or temporarily blocks the Business Partner's Card or Cards without notice, Shell shall inform the Business Partner thereof in writing as soon as possible. When Shell temporarily blocks any Card or the entire client for any reason, all sums owed by the Business Partner to Shell shall be payable immediately and Shell may require the Business Partner to settle such sums before the client is reactivated in the system.

12.10. Shell shall satisfy all requests for returning or blocking or temporarily blocking a Card without any effect on the Business Partner's liabilities concerning the use of any Card.

13. SECURITY INTEREST

13.1. Due to deferred payment, the Business Partner shall provide Shell, in accordance with Shell's request, the following types of security interest:

- A bank guarantee issued by a bank and previously approved by Shell for the amount indicated in the Contract;
- A letter of guarantee issued by an insurance company and previously approved by Shell for the amount indicated in the Contract.
- A deposit in the amount indicated in the Contract provided by the Business Partner to Shell as security. The deposit amount shall be transferred to Shell's current account. The deposit shall be returned to the Business Partner within 30 days from the date of termination of the Contract if there are no outstanding liabilities to Shell. The deposit shall not bear any interest.
- A blank bill of exchange issued by the Business Partner with the power of attorney for the fulfilment;
- A blank and avalised bill of exchange issued by Aval ("guarantor"), previously approved by Shell, to guarantee the obligations of the Business Partner arising out of the Contract, with a power of attorney for the fulfilment;
- Other appropriate form of security interest granted by Shell.

13.2. The Business Partner shall provide Shell with the requested type of the security interests referred to in Article 13.1 after the signing of the Contract. Until a security interest is provided, Cards shall not be issued to the Business Partner.

13.3. Shell may require the Business Partner to increase the security interest and/or replace the type of security interests with another in accordance with Article 13.1 by written notification to the Business Partner (e-mail). The Business Partner must replace the guarantee or increase the security interest amount the latest within 30 (thirty) days after the notification is issued. Otherwise, Shell shall have the right to suspend the Cards.

13.4. In the event of late payment by the Business Partner, Shell may draw on the provided security interest in part or in whole in order to settle the liabilities due from the Business Partner, including any late payment interest pursuant to this General terms and conditions.

13.5. Shell shall notify the Business Partner of any extension on the security interest. The Business Partner must deliver an extended security interest within 10 days before it expires. Otherwise, Shell shall have the right to suspend the Cards.

13.6. If security interest is not provided as requested or if it expires or ceases to be valid for any reason, Shell may, regardless of the status of the Business Partner's liabilities not yet due, terminate this Contract immediately or block all the cards and inform the Business Partner thereof.

14. TERM AND TERMINATION

14.1. The Card's term of validity is indicated on the Card. It is valid until the last day of the month and year indicated on the Card. Business partner should regularly check Cards validity in Shell Fleet HUB application. In case that Business partner will not use the Card for 90 days before start of renewal process, the Card will not be renewed automatically. System will verify the billed and unbilled transactions, to determine whether the Card was used within the dormancy period, which is configured at up to 90 days prior to the renewal job runs. If a transaction can be found within that period (in last 90 days), then the Card is not considered dormant and the system will allow reissue. If a transaction is not found in last 90 days, then the Card is considered dormant and the system will prohibit reissue. Business Partner can change the status of the Card when renewal process starts manually in Shell Fleet HUB application.

14.2. This Contract may be terminated for one of the following reasons:

- Based on a written agreement made in writing by the parties;
- Either contracting party may terminate the Contract by giving 30 days' prior written notice to the other party;
- Shell may terminate this Contract immediately and send written notification to the Business Partner if:
 - the Business Partner fails to make the payment by the due date set out in Article 10.;
 - the Business Partner fails to meet its obligations in accordance with Article 6.;
 - the Business Partner fails to meet its obligations in accordance with Article 13.;
 - the Business Partner commits some other violation of the Contract or this General terms and conditions and fails to remedy it within 15 days from being called upon to do so by Shell;
 - liquidation, bankruptcy, or compulsory composition proceedings have been instituted against the Business Partner;
 - a legal person itself chooses to be liquidated without a legal successor or to be restructured, unless it notifies Shell within 10 working days and Shell explicitly agrees to a restructuring in writing;
 - Shell receives a credit reference about the Business partner which in Shell's reasonable opinion
 - is unsatisfactory;
 - it discovers that the Business Partner and/or any Associated Person is controlled by a country from a prohibited area or
 - is a Rejected or a Prohibited Client; or
 - Shell, the Business Partner, or any Associated Person becomes the subject of a change of control. A change of control occurs when:
 - o a person acquires control of the relevant party where no person previously had control of such party; or
 - o the ultimate parent company of the relevant party ceases to have control of such party; or
 - o a person acquires control of the ultimate parent company of the

relevant party; or

- o a person that is not under the control of the ultimate parent company of the relevant party acquires control of such party.

14.3. Shell may block Business Partner Shell Account and hence the Cards issued to Business Partner without notifying the Business Partner if none of the Cards have been used for thirteen (13) months or more. In the situation referred to in the previous sentence, Shell may also decide to terminate this Contract without notifying the Business Partner.

14.4. Upon termination, the Business Partner:

- a) shall return all toll Cards and devices to the issuer by registered mail within 14 days from the termination, otherwise the Business Partner shall be liable to pay all participating late payment interest to the toll companies;
- b) shall immediately pay all amounts due in accordance with the Contract or this General terms and conditions (including the payment of invoices issued after the date of cancellation of this Contract or any penalties in accordance with Article 9.6);
- c) the Business Partner shall remain fully liable, without limitation, for any Card use and/or abuse in accordance with the provisions of this Contract until issuer receives all toll Cards and electronic devices;
- d) the Business Partner shall destroy all Cards, meaning cutting the Cards' magnetic stripe, chip and, when required by Shell (only if the Contract was terminated by the Business Partner), the Business Partner must provide proof of destruction containing all Card numbers and the names of the relevant Card Holders, confirming that all the Cards issued to the Business Partner have been destroyed. The Business Partner shall remain fully liable, without limitation, for all events of Card use and/or abuse before the Cards are destroyed.

15. TRANSFER OF RIGHTS AND OBLIGATIONS

15.1. Business Partner may not assign any part of the Contract to a Third Party without Shell's prior written consent, which Shell will not unreasonably refuse.

15.2. Shell may at any time assign all or any part of the Contract to an Affiliate or a Third Party without Business Partner's prior consent.

16. JOINT AND SEVERAL LIABILITY

16.1. If the Business Partner is owned by two or more persons, the obligations of the Card Holder shall be joint and several, either by fact or by applicable Laws.

17. NOTICES

17.1. Any notices between the Parties will be effective only if they are provided in writing in Slovene and/or English language (including by email), where the use of English language is considered a common practice between the Parties, (including by email) and sent to the receiving Party's usual address as indicated in the Contract or other formal document and updated from time to time. E-mails are permitted but if an email relates to any breach of the Contract, it must be followed by a letter sent by a courier if the recipient does not respond to the e-mail within 2 business days of the sent e-mail.

17.2. If a party changes its contact information, it must notify the other party in writing immediately but no later than within 5 (five) working days from the occurrence of change. If either party fails to notify the other party of an address change or e-mail in due time, all notifications and documents shall be deemed to have been received if sent to the last known address or e-mail address or as indicated in the Contract.

17.3. All notices sent on the basis of the Contract and this General terms and conditions:

- a) become effective upon actual receipt at the relevant address;
- b) delivered outside working hours shall be deemed not to have been delivered to the appropriate location until the following day;
- c) cannot be withdrawn or cancelled, except in the event of a notification sent in accordance with this Article.

17.4. All non-standard mailing addresses must be communicated by the Business Partner in writing or entered by Business Partner or Authorized User into web application Shell Fleet HUB.

17.5. Due to changes that may be introduced in the Shell system in the future, Shell may require that changes be made to the Contract. If the parties fail to agree on the proposed changes within a reasonable time, Shell may terminate this Contract immediately.

17.6. If changes to the Shell system pertaining to technical matters concern all Shell Cards and all Business Partners, Shell may change the Contract unilaterally.

18. AMENDMENT - VARIATION

18.1. Any amendments to the Contract will be valid only if they are in writing and signed by the Parties.

18.2. Notwithstanding the foregoing, upon 15 days' notice, Shell may vary any of the terms and conditions of the Contract and these General terms and Conditions (including without limitation any terms contained in written correspondence) or apply additional terms and conditions by giving the Business Partner notice (via the Online Services or otherwise). The Business Partner must respond, indicating whether or not it agrees with the amendments within 15 days from receiving the notice. If the Business Partner rejects the proposed amendments in writing by registered mail but fails to terminate the Contract, Shell shall be considered to have terminated the Contract with 15 days' notice, starting from the day of sending the notice of the amendment.

18.3. The use of any Shell services referred to in the Contract or this General terms and conditions after notification of any variation to the terms and conditions of the Contract (or the imposition of new terms and conditions) indicates Business Partner's acceptance of those new terms and conditions.

19. FORCE MAJEURE

19.1. Neither party (nor any member of the Shell Group) will be liable for any performance delays or non-performance due to causes beyond its or its agents'/contractors' reasonable control, except for payment obligation or economic distress (a "Force Majeure Event").

19.2. Examples of Force Majeure Events may include (but are not limited to) fires, hurricanes, floods, natural disasters, workers' strikes, lock-outs, compliance with new laws

or regulations, ordinance, or with any order, demand or request of any international, national, local, or other authority or agency, any epidemic or quarantine restriction, or any unplanned shutdown or shutdown in anticipation of a breakdown or malfunction affecting the source of supply of Solutions.

19.3. If Shell is subject to a Force Majeure Event, Shell may reduce, suspend, or cancel all or part of the Shell service that is due to supply to the Business Partner without any obligation to obtain all or part of the Shell service from another source. If Shell does obtain all or part of the Shell service from another source, then Shell is not obliged to provide this to the Business Partner.

19.4. If a Force Majeure Event persists for 30 days or longer, either Party may terminate the Contract immediately with a written notice to the other Party. Neither Party will be liable for any damages, losses, claims, or costs suffered because of such termination.

20. SHELL'S PRINCIPLES AND POLICIES

20.1. The Shell General Business Principles ("SGBP") as displayed on Shell's website www.shell.com/sGBP (see "our commitments and standards") and Shell's Code of Conduct ("Code of Conduct") as displayed on <http://www.shell.com/codeofconduct> will be applicable to all dealings between the parties. Business Partner agrees to use its best endeavors to ensure that the performance of the Contract will not cause Shell or its Affiliates to be in breach of the SGBP or Code of Conduct.

20.2. The relationship under the Contract should be based on mutual respect, honesty, and integrity.

21. SETTLEMENT OF PAYMENT

21.1. All payments made by the Business Partner or any credits or refunds due to the Business Partner shall be applied first in settlement of any interest due and secondly by Shell in its own discretion in reduction of any amount due on any account.

22. COMPENSATION AND LIABILITY

22.1. Each Party will compensate the other Party for any claim, loss, damage, cost, and/or expense and other costs of litigation on account of any injury, disease or death of persons (including Compensating Party's employees) or fraud or damage to property (including Compensating Party's property) or the environment arising out of or in connection with the Contract, caused by the Compensating Party's negligent act or omission or failure to comply with any of its obligations.

22.2. Except where such liability cannot be limited by law or excluded, neither Party will be liable to the other Party for any indirect, special or consequential losses (including but not limited to loss of use, loss of anticipated profit, loss of production and business interruption) suffered by any User of the Shell services or any third party in connection with the use of any Shell services or any products and/or services obtained using a Shell service, even if such are reasonably foreseeable.

22.3. To the extent applicable under law, Shell will not be liable to any User of the Shell services or any third party in respect of the fraud, negligence, act, default or omission or willful misconduct of:

- a) independent contractors engaged by Shell, or their employees, contractors, or agents; an
- b) any Shell Card Scheme Participants or their employees, contractors, or agents (including any refusal to allow the use of the Shell service).

22.4. Notwithstanding any other provision in the Contract and to the maximum extent permitted by applicable law, the total liability of Shell and its Affiliates arising under or in connection with the provision of a Solution Unit in any 12 month period (calculated from the Effective Date), whether for breach of contract, breach of warranty, breach of statutory duty, negligence or other tort or default, whether by virtue of strict liability or otherwise, shall not exceed the aggregate of the fees you paid to us in connection with the relevant Solution Unit in such 12 month period.

23. INTELLECTUAL PROPERTY

23.1. Intellectual Property:

23.1.1. Any Intellectual Property Rights relating to the Contract are and will remain the property of Shell and/or Shell Affiliates and or the licensors of Shell or Shell Affiliates, including without limitation any software or database used by us for the purpose of the Contract (including the Online Platform and any data analytics or data analytics software) together with any associated documentation, manuals and updates, and in each case any Intellectual Property Rights in or relating thereto.

23.1.2. Any Intellectual Property Rights relating to the Contract (including any modifications or improvements thereto) created or discovered while providing the Shell services will vest exclusively and immediately upon creation in Shell or one of our Affiliates. Business Partner will take all necessary steps to assign (and will procure that Users will assign) such Intellectual Property Rights to Shell or any Shell Affiliate. Furthermore, without prejudice to the generality of the foregoing, Business Partner agrees that Shell and our Affiliates will have a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable, and perpetual licence to implement, use, modify and commercially exploit any suggestions, enhancement requests, recommendations or other feedback received from Business Partner in relation to the Shell services.

23.1.3. Nothing in the Agreement will be construed as granting any person any rights in our Intellectual Property Rights except for the limited use licence granted under this General terms and conditions.

23.1.4. Shell hereby grants the Business Partner a non-transferable, non-exclusive worldwide licence to access the Shell services solely for the Permitted Use and in the manner set out in the Contract, for as long as we provide the Shell service to the Business Partner under the Contract.

23.1.5. Business Partner will not copy, modify, transfer, decipher, decompile, disassemble, reverse engineer, create derivative works from, or reduce to human readable form any content subject to Shell Intellectual Property Rights, or permit anyone else to do so, unless we have given you express prior permission in writing.

23.1.6. Business Partner will not use any of Shell's Intellectual Property Rights (including the Shell Trademarks), whether in connection with the Contract or otherwise, except with Shell's express prior permission in writing.

23.1.7. Business Partner agrees that it will not do anything that may harm Shell's reputation, products, or brands. Business Partner will immediately give Shell written notice of any actual, threatened, or suspected infringement of Shell's Intellectual Property Rights used in connection with the Contract of which the Business Partners becomes aware. Should Shell decide to take any action against such infringement, Business Partner will provide promptly such assistance relating to that action as may be reasonably requested.

23.2. Technical Data

23.2.1. The provision of Shell services may imply the collection or generation of Input Data and / or the provision of Output Data (as both defined). Technical Data refers to Input Data and/or Output Data. Ownership of any Intellectual Property Rights in any Technical Data will remain vested in the original owner thereof, subject to the usage and other rights granted under this Article.

23.2.2. Shell will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Business Partner's Technical Data in accordance with applicable law and subject to the other terms of this Article.

23.2.3. Business Partner hereby grants Shell and its Affiliates a perpetual, non-exclusive, worldwide, royalty-free, and non-transferable licence to use, process, store and transmit Technical Data:

- a) on a non-Anonymised basis:
 - b) within the Shell Group and with third parties outside the Shell Group, for all purposes in connection with the provision of the Contract (including improvements to the Shell service, addressing technical issues, providing technical support or otherwise); and
 - c) within the Shell Group, to develop additional products and services for the benefit of our customers, as part of our research and development programmes, to analyse market statistics and trends and for other internal business purposes; and
 - d) on an Anonymised basis, for any other purposes.

23.3. Trademarks

23.3.1. Business Partner agrees to use Shell Trademarks strictly as permitted by Shell. Business Partner agrees to comply at all times with Shell's guidelines, rules, policies, and standards (together referred to as "Brand Standards") for the use of Shell Trademarks. Business Partner does not have any proprietary interest, title, claim, goodwill or right to/in the Shell Trademarks, including any right to apply for Shell Trademarks to any Products or to use Shell Trademarks in relation to the Product.

23.3.2. Business Partner will immediately discontinue any use of Shell Trademarks on expiration or termination of the Contract.

23.3.3. Business Partner shall promptly notify Shell of any suspected, apparent, threatened, or actual infringement of, or any actions, claims or demands or proceedings in relation to, any Shell Trademarks and shall render Shell all the assistance Shell may require, including the prosecution (at our expense) of any action that Shell deems necessary to protect or defend our rights.

24. ARTICLE HEADINGS

24.1. Article headings used in this General terms and conditions and in the Contract are for convenience and shall not affect the interpretation.

25. WAIVER

25.1. The failure of Shell or any member of the Shell Group to enforce any of the provisions of this General terms and conditions or the Contract at any time shall not be construed as a waiver of that provision unless specifically so confirmed by Shell in writing.

25.2. No waiver of any violation of this General terms and conditions or the Contract shall be understood as a waiver of any other violation or as a waiver (tolerance) of any future violation of this General terms and conditions or the Contract.

26. CONFIDENTIALITY

26.1. Confidential Information means any formulation, proprietary and technical information related to the Product, including any obtained by observation. In addition, each Party will treat all information relating to the other Party and/or the Contract which it receives under the Contract, as confidential and will ensure that any person who receives any Confidential Information complies with the same obligations as set out below.

26.2. Neither Party will use the Confidential Information for any reason other than for the Contract or disclose any Confidential Information to any person except for any of its directors or employees who need to know this information so that they can perform their duties under the Contract.

26.3. Either Party may disclose any Confidential Information:

- 26.3.1. to the extent it is required to be disclosed by law, or in relation to a court case;
- 26.3.2. to its Affiliates, professional advisers, auditors and bankers;
- 26.3.3. if the information has come into the public's knowledge through no fault of that Party; or
- 26.3.4. if the other Party has given prior written consent to the disclosure.

A Party disclosing information under section 26.3.1, may only do so if it can prove the disclosure meets the criteria as set out.

26.4. The disclosing party may request that the receiving party return or destroy all tangible records containing Confidential Information.

26.5. The confidentiality provisions above will continue to apply for 3 years after the termination or expiry of the Contract.

27. THIRD PARTY RIGHTS

27.1. No provision of the Contract will be enforceable by any person who is not a Party to

the Contract but the Business Partner's undertakings and obligations under the Contract are taken by Shell for our benefit and also for the benefit of the Shell Group and are enforceable by such parties.

27.2. No variation or termination of the Contract requires a third party's consent, including any of our Affiliates.

28. PUBLICITY

28.1. Business Partner will obtain prior written approval from Shell before any external communications are made in relation to the Contractor prior to using our Shell Trademarks in any manner not stated or contemplated by the Contract.

29. INVALIDITY

29.1. If any provision or part of a provision of the Contract is invalid, illegal, or unenforceable under the Governing Law, the Parties will attempt to agree to change the provision in question. The remaining provisions will stay the same.

30. NEW AND CHANGED REGULATIONS

30.1. Each Party understands that it is entering into the Contract in reliance on laws, rules, regulations, decrees, agreements, concessions, and arrangements ("Regulations") currently in effect with all Governments, government instrumentalities or public authorities affecting the services being sold or purchased, including those relating to the production, acquisition, gathering, manufacturing, transportation, storage, trading, or delivery, insofar as such Regulations affect the Parties.

30.2. If Regulations change or new Regulations come into effect, and the material effect of such (a) is not covered by any other provision of the Contract, or (b) has a material adverse economic effect upon either Party, then the affected Party may request renegotiation of the prices or related terms in the Contract.

30.3. Pursuant to section 30.2, either Party (Requesting Party) wanting to renegotiate the Contract's prices or terms shall provide to the other Party a written notice and revised prices or terms.

30.4. If the Parties do not agree on new prices or terms within 30 days from the date of receipt of notice under section 30.3, the Requesting Party may terminate the Contract at the end of the 30-day period.

31. TRADE CONTROL, EXPORT CONTROL AND NON-DIVERSION

31.1. Business Partner confirms that it is knowledgeable about Trade Control Laws applicable to the performance of the Contract, including the lists of Restricted Parties. Business Partner shall comply with all applicable Trade Control Laws in the performance of the Contract and in particular the Business Partner undertakes that it shall not, and shall procure that its Related Parties shall not, do anything in connection with the performance of this Contract which causes Shell to (a) be exposed to a risk of being added to any Restricted Party list or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws; or (b) be in breach of any Trade Control Laws.

31.2. Business Partner shall not directly or indirectly export, re-export, transfer divert, trade, ship, import, transport, trans-ship, store, sell, deliver or re-deliver any of the Supplies provided by Shell to, through, or for use in a Restricted Jurisdiction or for end-use by a Restricted Party unless specifically authorised to do so in writing by Shell.

31.3. Business Partner agrees to impose or require the imposition of the conditions set out in this clause on any direct or indirect resale of items/information/technology or services provided by Shell to customers of the Business Partner.

31.4. Notwithstanding anything to the contrary herein, nothing in the Contract is intended, and nothing herein should be interpreted or construed, to induce or Shell to act or refrain from acting (or agreeing to act or refrain from acting in any manner which is inconsistent with, penalised or prohibited under Trade Control Laws or would otherwise expose Shell to a risk of being added to any Restricted Party list or to becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws.

31.5. Shell shall not be obliged to perform any obligation under the Contract, shall not be liable for damages or costs of any kind (including but not limited to penalties) for any delay or non-performance, and shall be entitled to suspend or terminate the Contract with immediate effect or subject to a reasonable time-period if permitted under Trade Control Laws, if Shell determines that:

- a) such performance would expose Shell to a risk of being added to any Restricted Party list, or otherwise becoming the target of any national, regional or multilateral trade or economic sanctions under Trade Control Laws and/or; be in breach of any Trade Control Laws;
- b) Business Partner has failed to comply with the requirements of this clause; or
- c) Business Partner becomes a Restricted Party.

In the event Shell suspends deliveries/supplies or terminates the Contract pursuant to this clause, Shell shall not be liable to the other Party for any of the other Party's damages or losses for any delay or non-performance, except to refund any money paid by the other Party for the products/goods or services that were not delivered to the extent such refund is not inconsistent with Trade Control Laws provided that where the relevant obligation relates to [a] payment for goods which have already been delivered, the affected payment obligation shall remain suspended (without prejudice to the accrual of any interest on an outstanding payment amount) until such time as the payment may lawfully be made.

31.6. Business Partner shall indemnify Shell for any losses, liabilities (including but not limited to fines and penalties), damages, costs incurred by or claims or proceedings instituted against SHELL arising from or in connection with Business Partner or its Related Parties failure to comply with this clause.

31.7. Business Partner shall furnish Shell with such documentation as Shell may require from time to time to determine or evidence the Business Partner's compliance with this clause and that controls are in place which actively support such compliance.

31.8. Unless agreed otherwise, you are responsible for obtaining any required

authorization, import, export or transfer licenses or any custom licenses pursuant to applicable Trade Control Laws. We will provide you with all appropriate export classification for Fleet Solutions supplied.

32. LANGUAGE

32.1. Each notice, demand, request, statement, or other communication under or in connection to this Contract shall be:

- a) in Slovenian; or
- b) if not in Slovenian, accompanied by a translation into the Business Partner's language or in English.

33. APPLICABLE LAWS AND DISPUTES

33.1. The Contract and this General terms and conditions will be governed by the laws of the Republic of Slovenia and any dispute, controversy or claim arising out of or in connection with the Agreement will be submitted to the non-exclusive jurisdiction of the Courts of the Republic of Slovenia.

34. DIGITAL SIGNATURE

34.1. If requested by Shell, Business Partner shall use Shell's designated on-line tool to sign with a digital signature, except where prohibited by applicable laws.

34.2. Both parties agree not to dispute the genuineness of the digital signature, or the admissibility of the Contract based on the absence of a physical signature.

35. NO ASSOCIATION

35.1. Nothing in the Contract and no action taken by the parties under the Contract will constitute a legal partnership, association, joint venture or other co-operative entity between any of the parties.

36. ADDENDUMS

36.1. The following addendums form an integral part of this General terms and conditions:

- a) Addendum 1 – List of Countries where the Shell Card Scheme Operates;
- b) Addendum 2 – Shell Privacy Statement.

37. ANTI-CORRUPTION AND COMPLIANCE WITH LAWS

37.1. For the purposes of this General terms and conditions, "Anti-Corruption Laws" shall mean (a) the United States Foreign Corrupt Practices Act of 1977; (b) the United Kingdom Bribery Act 2010; and (c) all applicable national, regional, provincial, state, municipal or local laws and regulations that prohibit tax evasion, money laundering or otherwise dealing in the proceeds of crime or the bribery of, or the providing of unlawful gratuities, facilitation payments, or other benefits to, any government official or any other person.

37.2. Each party represents, warrants, and covenants that in connection with this General terms and conditions, the Contract and the business resulting therefrom:

- a) it is aware of and will comply with Anti-Corruption Laws;
- b) whether directly or indirectly, it has not made, offered, authorized, or accepted and will not make, offer, authorize, or accept any payment, gift, promise, or other advantage, to or for the use or benefit of any government official or any other person where that payment, gift, promise, or other advantage would comprise a facilitation payment or otherwise violate the Anti-Corruption Laws;
- c) it has maintained and will maintain adequate written policies and procedures to comply with Anti-Corruption Laws or, alternatively, has made itself aware of and shall adhere to the Shell General Business Principles and the Shell Code of Conduct (www.shell.com/about-us/our-values);
- d) it has maintained and will maintain adequate internal controls, including but not limited to using reasonable efforts to ensure that all transactions are accurately recorded and reported in its books and records to reflect truly the activities to which they pertain, such as the purpose of each transaction, with whom it was entered into, for whom it was undertaken, or what was exchanged;
- e) it will, to its knowledge retain such books and records for the period required by Applicable Law or a Party's own retention policies, whichever is longer;
- f) in the event a Party becomes aware it has breached an obligation in this paragraph, it will promptly notify the other Party, subject to the preservation of legal privilege;
- g) it has used and will use reasonable efforts to require any subcontractors, agents, or any other third parties to also comply with the foregoing requirements in this paragraph;
- h) it will provide information (which unless publicly available will include documentary evidence) in support of the other/requesting Party's ongoing Know Your Customer ("KYC") process requirements, about its ownership, officers, and corporate structure (including any changes thereto); and
- i) only a Party (and not its Affiliates or a third party) shall make payments to the other Party, except with that other Party's prior written consent.

37.3. Subject to the preservation of legal privilege, during the Term and for seven (7) years thereafter and on reasonable notice, each Party shall have a right, at its expense, and the other party shall take reasonable steps to enable this right, to audit the other party's relevant books and records with respect to compliance with this Article. Without limitation to any other available remedies, where a party (the first party) fails, or its subcontractors, agents, or other third parties fail, to comply with this Article, the other Party (the second party), acting in good faith, shall have a right to notify the first party in writing of such failure to comply and, if the written notice contains reasonable detail about the failure to comply then, if the failure is incapable of being cured or, if capable of cure and the first party does not cure the failure to comply within sixty (60) calendar days following receipt of the written notice, the second party shall have the right to terminate the Contract on further written notice to the first party. Nothing in this General terms and conditions or the Contract shall require a party to perform any part of the Contract or take any actions if, by doing so, the party would not comply with the Anti-Corruption Laws. The obligations in this Article shall survive the termination or expiry of the Contract.

37.4. Each Party agrees that it is familiar with and will comply with all applicable laws, governmental rules, regulations, and orders.

38. EFFECTIVE DATE

38.1. The latest General terms and conditions are published on the Shell Website (www.shell.si) and shall be effective upon the date of publication ("Effective Date"), unless notified otherwise by Shell to the Business Partner.

38.2. The use of any Shell services referred to in the Contract or this General terms and conditions after the Effective Date indicates Business Partner's acceptance of this General terms and conditions.

38.3. The Effective Date of this General terms and conditions is 15.5.2024.

ADDENDUM 1 – LIST OF COUNTRIES WHERE THE SHELL CARD SCHEME OPERATES

1. On the date Effective date of the General terms and conditions, the Shell Card Scheme operates in the following countries:

- Austria
- Belgium
- Bulgaria
- Croatia
- Czech Republic
- Denmark
- Estonia
- Finland
- France
- Germany
- Gibraltar
- Greece
- Hungary
- Ireland
- Italy
- Kosovo
- Latvia
- Lithuania
- Luxembourg
- Netherlands
- North Macedonia,
- Norway
- Poland
- Romania
- Slovakia
- Slovenia
- Serbia
- Spain/Andorra
- Sweden
- Switzerland
- Turkey
- Ukraine
- UK

ADDENDUM 2 – SHELL PRIVACY STATEMENT

SHELL FLEET SOLUTIONS supplementary privacy statement

This Privacy Statement supplements the Privacy Notice - Business Customers, Suppliers and Business Partners available at www.shell.com/privacy.html and in your location at <https://www.shell.si/pravilnik-o-zasebnosti.html>

What does this supplementary Privacy Statement cover?

This supplementary Privacy Statement provides information about personal data which are collected and processed in connection with the services provided by Shell Commercial Road Transport business including the Shell Fuel Card (**'SHELL COMMERCIAL ROAD TRANSPORT'**) as well as your visits to Shell websites related to the Shell Commercial Road Transport Services. For all other interaction with a company or companies within the Shell group of companies ('Shell') please refer to the relevant privacy notice at www.shell.com/privacy.html and from the Shell website in your location.

Source of data

If you have not provided your personal data directly to Shell, Shell has obtained your personal data from your employing or contracting company or from your leasing or fleet management company.

What personal data do we process about you?

In addition to the personal data set out in the relevant privacy notice referred to above and depending on the exact services used by you and your company, Shell may process some or all of the following types of data:

- user ids, marketing and language preferences;
- Director's (and other associated persons') details including name and date of birth where these are required for trade compliance, anti-money laundering and anti-bribery and corruption purposes / credit checking;
- Transaction details including driver's name, card number, vehicle identifier, products purchased, date, time and location;
- CCTV images at Shell CRT and Retail locations for safety, security, fraud management and operational purposes;

Who is responsible for any personal data collected?

Your local SHELL Commercial Road Transport contracting company: Shell Adria d.o.o, Bravničarjeva ulica 13, Ljubljana, and affiliated companies within the Shell group of companies.

For what purposes do we process your personal data?

As well as the purposes set out in the relevant privacy notice referred to above Personal Data supplied by a customer to apply to use the **SHELL COMMERCIAL ROAD TRANSPORT SERVICES** and/or collected through the use of **SHELL COMMERCIAL ROAD TRANSPORT SERVICES**, will be processed for the purposes of;

- processing the application;
- establishing a cardholder's identity if requested by your employing or contracting company;
- completing credit checks in relation to key individuals per customer such as company directors. We do not credit check each individual cardholder;
- operating the account(s) and facilitating access to and use of the online services relating to the SHELL COMMERCIAL ROAD TRANSPORT SERVICES;
- assessing and/or reviewing the card status and/or purchase record of the Shell Fuel Card on an ongoing basis;
- monitoring volume and spend information;
- registration for other related services and different payment methods (e.g., mobile payments via the Shell App);
- for safety and security reasons, in particular, to protect the personnel and assets of Shell and its customers and to protect our customers when using products with special handling requirements, e.g., Hydrogen, LNG.

Additional information for users of Telematics services

If your vehicle is fitted with a Shell issued telematics device, Shell may also collect information about:

- your vehicle's location which can be used to calculate e.g. vehicle speed, route taken;
- whether the vehicle is stopped;
- your vehicle's acceleration, deceleration (braking) and cornering;
- whether the seat belt is used;
- information from your vehicle's engine (e.g. engine speed), electrical system (e.g. battery voltage) and warning system (e.g. engine warning light on);
- vehicle refuelling or charging.

Shell may use these data in combination with other data we hold about you, e.g., fuel card transactions, to provide analysis requested by your employing or engaging company to better understand driving style, safety, vehicle performance and routing

information.

Additional information for users of Shell Assistant services

If you are the driver of a vehicle that is equipped with an appropriate on-board unit capturing the location of the vehicle and the Customer has enabled your registration with Shell Fleet Assistant, the following information may be captured:

- name or other identifier you have provided (i.e. "nickname") of the driver
- mobile phone number
- your photo (optional) if this is provided to Shell;
- vehicle location data at a certain time, journey start point and destination and data derived from them, such as the route chosen.
- your location if you have enabled location services (optional) for Shell Fleet Assistant on your mobile phone.

Shell may use these data in combination with other data we hold about you, e.g. fuel card transactions, to provide information and analysis requested by your employing or engaging company for location, route planning and optimization, cost management and other services related to Shell Fleet Assistant

Communication and Marketing

You may receive offers on behalf of the relevant business customer. On all occasions you or your company's authorized representative will be given the opportunity to use the unsubscribe functionality through the different digital channels we use to interact with you. For more information, please refer to the Privacy Notice - Business Customers, Suppliers and Business Partners mentioned above.

Credit Checks

When processing an application and during the term of any **SHELL COMMERCIAL TRANSPORT SERVICES** agreement, we may assess the creditworthiness of the company/business applying, as well as that of key individual(s) associated with that business e.g., company directors. We use authorized third-party credit checking agencies for this purpose who will use credit scoring or other automated decision-making processes; and records held by credit reference agencies. If you have any queries, please refer to the Contact Details section below.

Who will we share your personal data with?

In addition to the categories of recipients set out in the relevant privacy notice referred to above your personal data may be shared with:

- the company (that is the SHELL COMMERCIAL TRANSPORT SERVICES customer) which ordered the SHELL COMMERCIAL TRANSPORT SERVICES on your behalf;
- the participants involved in providing the **SHELL COMMERCIAL TRANSPORT SERVICES**, such as the retailers, authorized toll service providers and/or any other company that is permitted to supply products and/or services to **SHELL COMMERCIAL TRANSPORT SERVICES** users;
- credit reference, screening and/or fraud prevention agencies as well as referees, guarantors or other persons providing references or security in relation to your business's obligations;
- customer's third party partners - in the event your company has chosen to work with a third party service provider (e.g. fleet management companies, leasing companies), for the purpose of enabling the third party to provide the services you require (e.g. management information, consolidated invoicing).

How long do we hold your personal data for?

Shell will only hold your personal data for as long as is necessary to meet business, legal or fiscal requirements.

- Personal data contained in invoices, transaction files, correspondence with customers and requests to issue new fuel cards - 10 years;
- Contracts (which contain contact details) - the life of the contract plus 20 years;
- Other contact data and cardholder data - life of contract plus 4 years;
- Telematics data - 3 years.

Who can you contact if you have a query, concern or complaint about your personal data?

You can write to GDPR-SI@shell.com or contact Shell's privacy group's authorized person at Shell International B.V. The Hague, Netherlands - mat. No. in the business register 27155369, correspondence: p.p. 162, 2501 AN, The Hague, or write to Privacy-Office-SI@shell.com.

If you are not satisfied with the way Shell handles your personal data, you can lodge a complaint with the Information Commissioner ("Informacijski pooblaščenec") based at Dunajska cesta 22, 1000 Ljubljana, Slovenia, or Netherland's data protection supervisory authority established at Prins Clauslaan 60, 2595 AJ The Hague, Netherlands.

Changes to this supplementary Privacy Statement

This supplementary Privacy Statement and the Privacy Notice - Business Customers, Suppliers and Business Partners may change over time. This supplementary Privacy Statement was last updated in June 2022.