

PETRON FLEET CARD APPLICATION FORM

Note: To expedite processing of your application, please attach photocopies of the following supporting documents.

Credit limit selection section (tick box under "Please select from the following options")

☐ Credit Limit Above RM500

☐ Credit Limit RM500

SDN BHD/ BERHAD

- Form 9, 24 & 49 or Latest Company Registration Form
- Latest Audited Financial Statements
- Latest 3 months Bank Statements
- Any other required documents deemed necessary

PROPRIETOR/ PARTNERSHIP

- Business Registration Certificate (Form E, B & D Trading License)
- Latest 3 months Bank Statements
- Latest 2 years LHDN Submission if deemed appropriate

SDN BHD/ BERHAD

- Form 9, 24 & 49 or Latest Company Registration Form
- Any other required documents deemed necessary

PROPRIETOR/ PARTNERSHIP

- Business Registration Certificate (Form E, B & D) Trading License.

APPLICANTS DETAILS

Company Legal Name:

Registered Office Address:

Mailing Address (if separate):

Company Name to be embossed on Fleet Card:
(max of 26 characters)

Contact Person:

Position:

Office No:

Fax No:

H/P No:

Email Address:

Type of company: ☐ Sole Proprietor ☐ Partnership ☐ Sdn Bhd ☐ Berhad ☐ Others

Date of Incorporation:

Nature of Business:

New Business Registration No:

Fleet Card Type:

☐ Single Card (cards will be issued for each vehicle)

☐ Both (kindly specify in the Vehicle Details below)

☐ Dual Card (cards will be issued for multiple vehicles with multiple drivers)

Payment Method: ☐ Online Transfer/ Virtual Account

☐ Direct Debit (please fill in Direct Debit Authorization form)

Tax Identification No

SST

Account Holder wishes to sign up for:

1. Master P Miles Card

Full Name:

H/P No

IC No:

2. Petron Fleet Card Web Portal

☐ Web Admin Email (if separate from email above)

E-statement is available at Petron Fleet Card Web Portal upon registration. Full terms and conditions are attached with this application form.

VEHICLE DETAILS (for additional vehicles and names, kindly submit with attachment)

Vehicle No.	Card Type (S/D)* Postpaid only	Model	Type	Petron					FUEL LIMITS (RM)**		VPR***
				Blaze 95	Blaze 97	Blaze 100	Diesel Max	Turbo Diesel	Daily	Monthly	
Eg. ABC 1234		Proton	Car	✓					30	300	Y

*S - Single Card or D - Dual Card

**To be rounded to the nearest ten

***VPR - Vehicle Performance Report

SITE RESTRICTION "e.g. restricted stations, regions, or outlet types where card usage is not allowed. Leave blank if not applicable"

1.		4.	
2.		5.	
3.		6.	

*DRIVER DETAILS (*This section is only applicable to Dual Card applicants only – please fill in driver's name to be embossed on the card, with maximum of 16 characters).

1.		4.	
2.		5.	
3.		6.	
I/We confirm that all information provided in this Petron Fleet Card application form and the supporting documents is correct to the best of my/our knowledge. I/We hereby authorize Petron Fuel International Sdn Bhd to conduct credit and activities prior to approval. I/We agree to be bound by Petron Fuel International Sdn Bhd Fleet Card Terms and Conditions, which are attached to this application form, and confirm that I/We have read and understood the contents. I/We acknowledge that Petron Fuel International Sdn Bhd will not return any documents submitted in support of this application in the event the application is unsuccessful.			

Company Stamp

Authorized Signatory 1 (Director, Owner, or Partner): _____

(Note: This column is NOT applicable to Proprietor applicants.)

Authorized Signatory 2 (Authorized Director or Partner) _____

Name: _____ Name: _____

Designation: _____ Designation: _____

FOR PETRON FUEL INTERNATIONAL SDN BHD USE ONLY

Credit Limit/Terms: _____ Bank Account No: _____ Sales Territory: _____

Cash Deposit/BG: _____ Branch: _____ Industry: _____

Company Banker: _____ State: _____

Entered by: _____ Approved by: _____

Date: _____ Date: _____

POSTPAID FLEET CARD

TERMS AND CONDITIONS

1. DEFINITIONS

In addition to the terms defined in the Fleet Card overleaf, as used herein, the following terms shall have the following meanings:

“Account” means the Fleet Card Account described and established in this Agreement.

“Agreement” means an agreement between Petron and the Cardholder governing the Account established in the name of the Cardholder in respect of any purchase and/or charge to the Fleet Cards for fuels and the use of the Fleet Cards by the Cardholder and/or the Authorized Users subject to the terms and conditions herein.

“Authorized Reseller” means operators of participating Petron, Esso or Mobil branded service station accepting the Fleet Card for purchases of fuels.

“Authorized Signatory” means the person who is authorized to complete and sign the Fleet Card Application Form and the Fleet Card for and on behalf of the Cardholder.

“Authorized User” means a person designated in writing by the Cardholder in the Fleet Card.

Application Form to have the authority to use the Fleet Card bearing the registration number of a Listed Vehicle.

“Billing Period” means the period for the billing of Charges as specified by the Cardholder on the Fleet Card Application Form and approved by Petron.

“Business Day” means a day other than a Saturday, Sunday, Public Holiday or an off day declared by Petron

“Cardholder” means the entity whose name and address appear on the Fleet Card Application Form, being the party contracting with Petron hereunder.

“Charges” means all amounts charged to each of the Fleet Card, any late payment charges or other amounts due and payable to Petron hereunder and all other costs, fees or expenses (including without limitation, legal fees on a full indemnity basis) incurred by Petron in the recovery of or in relation to or in connection with any of such amounts, charges, costs, fees or expenses payable hereunder.

“Credit Limit” means the maximum amount of credit which Petron will extend to the Cardholder for Fleet Card purchases.

“Credit Period” means the period for full settlement of the Charges by the Cardholder as established and endorsed by Petron on the Cardholder's Fleet Card Application Form, or such other period as Petron may from time to time establish with the Cardholder, such period to commence from the date of invoices referred to in Clause 5.3 hereof.

“Driver Card” means a card issued to the Cardholder and to be used with a valid Vehicle Card in the Dual Card system. A PIN is allocated to the Driver Card. The Driver Card shall be embossed with the name of the Cardholder and Authorized User Driver, the Card number and the expiry date.

“Dual Card” system means a system of using the Vehicle Card and Driver Card together to complete a transaction to purchase fuels at the Authorized Reseller.

“Petron Fleet Card Web Portal” means an electronic mode of managing the Cardholder's account via a secured web portal whereby selective account information will be displayed upon successful username and password login as well as communication via electronic means between Cardholder and Petron or its nominated 3rd party contractor.

“Electronic Data Capture at Point-of-Sale” (“EDC Pos”) means any computerized electronic data capture terminal which is located at the Petron branded service stations to facilitate purchases made using the Fleet Card.

“Fleet Card” means a card issued by Petron pursuant to this Agreement bearing the registration number of a Fleet Card or a Master Card. A PIN will be allocated to the Fleet Card.

“Fleet Card Receipt” means a manual, machine print-out and/or electronically printed receipt issued by Petron or the Authorized Reseller at the time of purchase and charge of fuels to the Fleet Card.

“Fuels” means available Petron Blaze 95 (RON95), Petron Blaze 97 (RON97) and Petron Diesel Max, Synergy 5000 (RON 95), Synergy F-1 (RON97), Synergy Diesel (as Petron may advise from time to time) offered for sale by an Authorized Reseller, for which purchases may be charged to the Fleet Card.

“Fuel Limits” means the amount stipulated by the Cardholder on the Vehicle Details Attachment as being the maximum amount chargeable at any one time either daily limit or monthly limit or for any one transaction to the Fleet Card issued for a Listed Vehicle, which amount shall be subject to Petron's approval.

“Listed Vehicle” means a vehicle authorized by the Cardholder to which a Fleet Card has been designated and the vehicle registration number of which appears on the Fleet Card.

“Master Card” means a card with alphanumeric characters not exceeding 10 digits chosen by the Cardholder in his Vehicle Details Attachment and accepted by Petron and embossed on a Fleet Card in lieu of a vehicle registration number.

“Notification of Loss” means a notice in writing by the Cardholder and/or Authorized User on company letterhead with company stamp and authorized signatory sent via fax or via electronic means such as email or Petron Fleet Card Web Portal by the Cardholder to Petron reporting the loss or theft of a Fleet Card pursuant to Clause 6.4 below.

“PIN” means a Personal Identification Number allocated by Petron to the Cardholder to enable the Cardholder to make purchases of fuels from the Authorized Reseller without having to sign or endorse the Fleet Card Sales Voucher or receipt. However, in any case, Petron or Authorized Reseller reserves the right to request the Cardholder or Authorized User to sign or endorse the Fleet Card Sales Voucher at any time deemed necessary.

“Replacement Fleet Card” means a Fleet Card specially issued in case of loss, theft or mutilation in accordance with Clause 6.4 hereof or, in the case of surrender of a Fleet Card in accordance with Clause 10.1 hereof, as applicable.

“Security” refers to the collateral that Petron may require the Cardholder to provide as security for payment and includes but not limited to Bank Guarantee or Cash Deposit.

“Sales Voucher” means a voucher issued by Petron or by the Authorized Reseller at the time of the purchase and charge of the fuels to the Fleet Card.

“Vehicle Card” means a card issued to the Cardholder which is registered to a particular vehicle and to be used individually or together with a valid Driver Card in a Dual Card system to purchase fuels from the Authorized Reseller. The Vehicle Card shall be embossed with the name of the Cardholder, the vehicle registration number (except for Dual Card system), the Card number and the expiry date.

“Vehicle Details Attachment” means the attachment to the Fleet Card Application Form completed by the Cardholder and containing the particulars of each of the Listed Vehicles to be issued with a Fleet Card pursuant to this Agreement.

“Written Notification” or any other “Notification” means a notice in writing by the Cardholder on company

letterhead with company stamp and Authorized Signatory, sent to Petron via mail, courier, fax or electronic means to the attention of: Petron Fleet Card Centre (“PFCC”), Post Office Box No. 225, Jalan Kelang Lama, 58700 Kuala Lumpur. Fax No: 03 2281 6699. Email : customer@petronfleetcard.com.my

(e) To inform Petron if the Customer, or any of its immediate family members (including parents, spouses, or children) or close associates, is or becomes a Politically Exposed Person (“PEP”).

(f) The Customer expressly consents to and authorizes Petron to disclose and report to Bank Negara Malaysia, without prior notice or liability, any cash transactions exceeding Ringgit Malaysia Twenty-Five Thousand (RM25,000.00), and any related financial or account information as Petron deems necessary or appropriate for regulatory or compliance purposes.

(g) The parties agree that any breach of this clause by the Customer shall be deemed a material breach of this Agreement, and Petron shall be entitled to terminate this Agreement with immediate effect, without prejudice to any rights Petron may have against the Customer.

Sanctions

The Customer represents and warrants that it is not a “Sanctioned Person,” which includes any individual or entity:

- (i) Named on any governmental denied party or restricted list, including but not limited to the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), sanctions imposed by the United Nations Security Council (“UNSC”), the Malaysian Ministry of Home Affairs (“MOHA”), and any other applicable sanctions laws (“Sanctions Laws”); and/or
- (ii) Organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC or identified by the Financial Action Task Force (“FATF”) as having inadequate anti-money laundering and counter-terrorism financing controls (“Sanctioned Jurisdictions”).

The Customer hereby undertakes:

- (a) Not to, directly or indirectly, engage in any transaction or activity involving any sanctioned person, entity, or country, or otherwise facilitate transactions that would cause Petron to be in violation of any Sanctions Laws.
- (b) To immediately notify Petron in writing in the event it becomes a Sanctioned Person or is otherwise in breach or at risk of breaching this clause.

The parties agree that any breach of this clause by the Customer shall constitute a material breach of this Agreement, and Petron shall be entitled to suspend or terminate this Agreement with immediate effect, without prejudice to any rights Petron may have against the Customer. The Customer shall indemnify and hold Petron harmless from any loss, damage, or cost arising from any such breach.

Note: Suggest inserting the AML, Anti-Bribery, and Sanctions clauses as separate clauses, immediately following the ‘Term of Agreement’ and before the ‘Assignment’ clause. Re-numbering of clauses will be required.

2. CARDACCOUNT

2.1 The Agreement shall commence on the date of Petron's approval and endorsement of the Cardholder's Fleet Card Application Form and shall continue until terminated or cancelled in accordance with the provisions of this Agreement as stipulated in Clause 12.1.

2.2 The Cardholder agrees to;
2.21 be bound by the terms and conditions of this Agreement and shall be responsible for the Fleet Cards issued by Petron on the Cardholder's Account and shall ensure that the Authorized Users comply with the terms and conditions of this Agreement.

2.22 provide Petron with credit and other relevant information regarding the Cardholder and consent for Petron to obtain credit and other relevant information regarding the Cardholder from any bank or other financial institution, commercial or other entity.

2.23 provide complete and reliable financial statements (audited if available) and related information in a timely manner.

2.3 The Cardholder or the Authorized Signatory shall sign (if available) the Fleet Cards immediately upon receipt thereof. If Petron allocates a PIN to the Fleet Card, he shall destroy the slip advising him of his PIN number immediately upon receipt and keep any records separate from the Fleet Card. The Cardholder shall check and verify all particulars stated there under. Any discrepancies must be reported to Petron within fourteen (14) days of receipt of the Fleet Card or PIN.

2.4 If the Authorized User is a person who is in possession of the PIN, which is allocated to the Fleet Card, then he is not required to sign or endorse the Fleet Card Sales Voucher or receipt. However, in any case, Petron or Authorized Reseller reserves the right to request the Cardholder or Authorized User to sign or endorse the Fleet Card Sales Voucher or receipt at any time deemed necessary and/or to insist other documentation for identity verification purposes.

2.5 The Fleet Card enables the Authorized Users to purchase fuels from any Authorized Reseller and to charge such purchases to the Fleet Card PROVIDED ALWAYS THAT Petron shall not, under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the fuels or be liable in the event of such non availability or non-provision thereof and PROVIDED FURTHER THAT any purchase tax, customs excise and/or other levies or duties imposed or levied by any governmental authority or body whether imposed before or after the date of any purchase and charge of the fuels to the Fleet Cards shall be for the Cardholder's account.

2.6 The Fleet Card can only be used to purchase fuel and cannot be used to purchase mart items including lubricants.

2.7 The Authorized User shall be the only person with authority to use the Fleet Card and it bears the registration number of the Listed Vehicle, then for use only in relation to such Listed Vehicle. The Cardholder and Authorized User hereby acknowledge and agree that in the event the Card Reader at the Pump (CRIND) is not available for any reason whatsoever, then the Authorized Reseller shall be required to verify the limit and/or status of the Fleet Card prior to authorizing any purchase to be made. In this respect, Cardholder undertakes to cause the Authorized User to co-operate with the Authorized Reseller.

2.8 The Fleet Card will be suspended from further use if an incorrect PIN is entered. It is the Cardholder's responsibility to ensure the correct PIN is used for the corresponding Fleet Card when making a transaction at an Authorized Reseller.

2.9 The aggregate amount chargeable at any one time or in any one transaction to the Fleet Card in respect of a Listed Vehicle shall not exceed the Fuel Limits applicable to the said Listed Vehicle. In the event the Fleet Card has reached and/or exceeded its Credit Limits, the system will reject the said Fleet Card and payment will not be

Anti Bribery:

The Customer hereby declares, undertakes, and agrees as follows:

- (a) To comply with all applicable laws and regulations in Malaysia, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and any amendments thereto, as well as any other applicable laws and regulations of any other jurisdiction concerning bribery, corruption, and prohibited business practices.
- (b) To comply with Petron's policies in relation to bribery and corruption, including but not limited to Petron's Standards of Business Conduct, as may be amended, varied, or supplemented from time to time.
- (c) Not to engage in any acts of bribery or corruption in respect of any matter relating to this Agreement or any other dealings between the Customer and Petron.
- (d) In the event that the Customer is involved in any acts of bribery or corruption, Petron shall be entitled to treat such acts as a material breach of this Agreement, and Petron shall have the right to terminate this Agreement with immediate effect, without prejudice to any rights Petron may have against the Customer.
- (e) The Customer expressly consents to and authorizes Petron to disclose and report any incidents or suspicions of bribery or corruption, as required by the relevant authorities or regulatory bodies

AMLA:

The Customer hereby represents, warrants, and undertakes as follows:

- (a) To comply with all applicable laws and regulations in Malaysia relating to money laundering and terrorism financing, including but not limited to the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, any guidelines issued, administered, or enforced by any governmental agency or authority, and any amendments to such laws, regulations, and guidelines (collectively, the “Anti-Money Laundering Laws”).
- (b) No action, suit, or proceeding by or before any court, governmental agency, authority, or any arbitrator involving the Customer with respect to the Anti-Money Laundering Laws is pending or threatened.
- (c) To promptly do all such things as may be required by Petron at any time and from time to time (including, but not limited to, executing all necessary documents, providing all required information, and performing any other acts) for the purposes of compliance with and/or enabling

Petron to carry out the necessary due diligence under the Anti-Money Laundering Laws.

- (d) The Customer understands, acknowledges, and agrees that, to the extent permitted by the Anti-Money Laundering Laws, Petron may provide any information or documents, including confidential information, to the relevant governmental agency or authority, or as otherwise required by the Anti-Money Laundering Laws.

- able to be affected, whether in full or partial and the transaction will not be recorded as a Fleet Card transaction. Accordingly, the Cardholder shall have to settle the payment directly with the service station.
- 2.10 If Cardholder opts for the Dual Card system, the Cardholder or Authorized User must present both the Driver Card and the Vehicle Card to complete a transaction at an Authorized Reseller top / purchase fuel.
- 2.11 The Fleet Card and PIN shall be mailed or delivered to the Cardholder and is expected to take at least three (3) weeks to arrive.
- 2.12 Petron shall not, under any circumstances or in any way whatsoever, be liable or responsible for:
- 2.21 any act or omission of any Authorized Reseller including the refusal by or failure of any Authorized Reseller to honor the Fleet Card or for any PIN refusal or rejection by EDC Pos terminal for any reasons whatsoever or for any loss or damage arising from the manner of acceptance of the Fleet Card, or for any defects or deficiency in or complaints relating to the fuels or for any other disputes or claims the Cardholder and/or Authorized User may have with or against an Authorized Reseller.
- 2.22 any loss or damage suffered by the Cardholder in respect of any statement, communication or implication relating to or arising from any revocation, suspension or restriction of the use of the Fleet Card.
- 2.23 any special, incidental, consequential, exemplary or punitive damages.
- 2.24 any dispute or claim that the Cardholders and/or Authorized User may have with or against the Authorized Reseller shall not affect the obligations of the Cardholder and the Authorized User under this Agreement.
- 2.25 any transactions for purchases of fuel (whether such transaction are disputed by the Cardholder for whatever reasons) unless Petron in its sole and absolute discretion agrees to waive payment.

In all circumstances, the Cardholder shall pay in full the amounts of all Charges stated in the monthly statements on or before the stated due date.

3. CARDHOLDER'S INFORMATION

- 3.1 In the event of any change of the Authorized Signatory of the Cardholder or any other material changes of the particulars of the Cardholder such as address or contact details, the Cardholder shall notify Petron via a Written Notification of such change.
- 3.2 The Authorized Reseller shall have the right, but shall not be required to verify the registration number of the Listed Vehicle appearing on any Fleet Card and/or that the purchases charged to the Postpaid Card relating to or are for the benefit of the Listed Vehicle which registration number appears on the said Fleet Card and/or the identity and/or the authority of a person purporting or holding himself out to be an Authorized User even if the Fleet Card tendered by such person appears to be in order and the Cardholder or the Authorized User as the case may be shall tender his full cooperation. In the event of refusal, the Authorized Reseller shall be entitled to reject the use of the said Fleet Card for any charge.
- 3.3 The Cardholder shall be responsible for and shall ensure that the Sales Voucher or the Fleet Card Receipt, as the case may be, accurately reflects any and all purchases charged to the Fleet Card. In the absence of manifest error, the Sales Voucher and the Fleet Card Receipt, as the case shall be deemed as conclusive and binding upon the Cardholder and the Authorized User for all purposes of this Agreement. In the event the Fleet Card Receipt and/or the Sales Voucher are misplaced, damaged and/or lost, the Cardholder shall be responsible for the same and no request to Petron for copies thereof shall be entertained.

4. LIABILITY OF CARDHOLDERS

- 4.1 Pending the receipt by Petron of the notification of changes in Clause 3.1, the Cardholder shall continue to be liable to pay for all charges incurred on use of the Fleet Cards.
- 4.2 Upon receipt of any Fleet Cards from Petron either by ordinary mail or by courier, the Cardholder may return the original mailing slip (if available) duly acknowledged to Petron. Notwithstanding that the mailing slip may have been returned or not, the Cardholder shall be liable for all charges to the said Fleet Card and no complaints or enquiries will be entertained. The first use of the Fleet Card shall constitute conclusive evidence that the Cardholder agrees to be bound by the terms and conditions of this Agreement.
- 4.3 The Cardholder may, at any time and from time to time give Petron thirty (30) days prior notice in writing to amend the Fuel Limits, which amended amount, shall be subject to Petron's approval. The amended Fuel Limits shall take effect on the date immediately following the date of Petron's approval. The Cardholder shall be responsible for and shall ensure that the Credit Limits are appropriate. Petron reserves the right to request for Security as a precondition for amending the Fuel Limits.
- 4.4 The Cardholder represents and warrants the accuracy of the details furnished in the Fleet Card Application Form, notices and other information furnished or required to be furnished to Petron from time to time, including without limitation, the particulars of the Listed Vehicles in the Vehicle Details Attachment and of the Authorized Users in the Fleet Card Application Form. Any changes arising thereto must be reported to Petron in writing. The Cardholder hereby authorizes Petron to disclose, to any third party including its affiliates, any information furnished by the Cardholder to Petron at any time during the period of this Agreement and any information in respect of the use of the Fleet Card.
- 4.5 The Cardholder shall be responsible and shall pay in full for any and all purchases of fuels charged to the Fleet Cards notwithstanding that a vehicle is no longer a Listed Vehicle or an authorized User is no longer so authorized or that the Charges were incurred by a person who was not, at the time of the purchase and charge, an authorized User that the purchase and charge was not incurred in respect of the fuels nominated for a particular Listed Vehicle or of any Listed Vehicle or any disputes or discrepancies related to the Vehicle Profiles function.
- 4.6 When Cardholder purchases fuel using the Fleet Card, the Cardholder is deemed to represent to Petron that the Cardholder is solvent and able to pay for such purchases.
- 4.7 The Cardholder shall indemnify and keep Petron at all times indemnified against any and all claims, losses, damages, actions, demands, penalties, fines, costs or expenses (including without limitation, legal fees on a full indemnity basis) of any nature whatsoever and howsoever arising, which Petron may incur, sustain or suffer arising out of or relating to or in connection with the issuance of the Fleet Card to the Cardholder or the use of the Fleet Card by the Cardholder and/or Authorized User for the purchase of fuels in the event of any fraud or non-compliance of any applicable laws and regulations of Malaysia by Cardholder or its Authorized User.

5. PAYMENT

- 5.1 If the amount outstanding in the Fleet Card account (including current month purchase) exceeds the Credit Limit, then the excess amount shall be immediately payable by the Cardholder to Petron upon demand. Petron may at its discretion withdraw credit limit or refuse to supply product to the Cardholder if the Cardholder exceeds its credit limit.
- 5.2 Payment of the Charges shall be made by means of Direct Cash Deposit, Cheque Deposit, GIRO / wire / telegraphic transfer or Direct Debit from Cardholder's bank account into Petron's Bank Account. The amount paid shall be in Ringgit Malaysia (RM) as stated in the statement. The Cardholder shall be responsible for any bank charges in clearing the payment in the event that such payments are remitted from outside Malaysia. Petron has the sole discretion to change the mode payment from time to time without giving prior notice.
- 5.3 Invoices reflecting the Charges will be posted to the Cardholder in accordance with the Billing Period. All Charges are due for payment in full within the Credit Period unless prior written approval is obtained from Petron. Petron will also issue to the Cardholder on the last day of each month or as soon as may be practicable, statements of account recording the payments made and the invoices outstanding as of the date of statement.
- 5.4 The due date stated in the invoice / statement shall be the date whereby the payment / fund must have already been successfully credited / cleared / transferred to Petron's banking account. Therefore, remittance of payment should be done earlier depending on method of payment and fund clearing rules of the local bank at which the payment / fund originated from, to accommodate the due date.
- 5.5 Petron has the discretion to change the Credit Period or other payment terms from time to time without giving prior notice.
- 5.6 The Cardholder shall give written notification to Petron (Attention: PFCC) of any questions, problems, disputes concerning any invoices and/or monthly statements immediately upon receipt of such invoices and/or monthly statements but in any case, not later than thirty (30) days from the date of the said invoices or monthly statements. Notwithstanding the above, the Cardholder shall pay in full the sum stated in the invoices on or before the due date. Upon completion of investigation into the claim alleged by the Cardholder, any account, if any, due to the Cardholder shall be credited to the Cardholder.
- 5.7 The Cardholder and/or Authorized User may from time-to-time request for a second copy of the statement of account. The Cardholder and/or Authorized User making such request agrees to pay a service charge of RM10.00 or such other sum as Petron may determine in the event that the said statement of account is two months' old or more.
- 5.8 Questions, problems and disputes, if any, received by Petron after the said period as stipulated in Clause 5.6 above shall not be entertained and the Cardholder shall be deemed to have fully accepted the invoices and/or monthly statements in respect of which the Cardholder shall make full payment together with any accrued late payment charge.
- 5.9 A late payment charge of two percent (2%) per month shall be levied on any account due and unpaid and to be levied on a daily basis until full payment is made. **Additionally, no PMiles Points will be credited for the relevant month in which the payment is delayed.**
- 5.10 Any invoice, statement or notice referred to in this Agreement shall be deemed to have been received by the Cardholder on the date following the date of its posting by ordinary mail to the address set forth in the Fleet Card Application Form or to the last address notified in writing to Petron by the Cardholder.
- 5.11 Cardholder shall pay all costs including but not limited to, reasonable attorney's fees and collection agency fees incurred by Petron, to recover any amount due and owing to Petron arising from Cardholder's default in payment of such sum under this Agreement.
- 5.12 **"No payment from third parties will be accepted for any transactions related to the Postpaid Card"**

6. LOSS OF CARD, DISCLOSURE OF PIN, FRAUD AND PREVENTIVE MEASURES

- 6.1 The Cardholder undertakes and agrees with Petron that it shall at all times during the term of this Agreement observe and perform, and shall ensure that the Authorized Users shall at all times during the term of this Agreement observe and perform, all the terms and conditions set out in this Agreement, including without limitation, the following:

- 6.11 to take all reasonable care and precaution to prevent the loss, theft and mutilation of any Fleet Cards;

- 6.12 to comply with all requirements, directions, instructions and measures as may be issued by Petron from time to time in respect of the Fleet Card and/or PIN issued;
- 6.13 not to reveal the PIN of the Fleet Card bearing the registration number of a Listed Vehicle to any person other than the Authorized User;
- 6.14 to reimburse Petron all costs and expenses (including without limitation, legal fees) that Petron may pay, incur or sustain in relation to any action taken to enforce the terms and conditions of this Agreement.
- 6.15 to immediately inform Petron if the Cardholder suspects that a Fleet Card is being used without its authorizations; and
- 6.16 to promptly inform Petron of any changes of its address and that of its Authorized Users.
- 6.2 The Cardholder shall immediately notify Petron (Attention: PFCC) of the loss or theft of any Fleet Cards or the disclosure of the Cardholder's PIN to any unauthorized person and the Cardholder's liability for all purchases obtained through the use of and charged to the said Fleet Card shall be as follows:
- 6.21 for all Fleet Card transactions incurred prior to the successful blocking of the said card upon the timely notification of the date of loss or theft, the Cardholder shall be fully liable for all Charges; and after receipt of notification by Petron of the loss or theft, the Cardholder's liability shall be limited to the Fuel Limits applicable to the Listed Vehicle in question.

- 6.22 for all Fleet Card transaction incurred after the date of Petron's receipt of written notification of such loss or theft and subject to the successful blocking of the card, the Cardholder shall have no liability PROVIDED ALWAYS THAT if the loss or theft of the Fleet Card is the result of any breach or default of the Agreement by the Cardholder and/or the Authorized User, the Cardholder shall be fully liable for all Charges incurred against the said Fleet Card.
- 6.3 In the event the PIN is lost and/or misplaced and/or compromised, the Cardholder shall notify Petron immediately via Written Notification. Upon receipt of such notification, Petron shall re-issue another PIN number from such notification.
- 6.4 In the event the Fleet Card is lost or stolen, the Cardholder shall immediately give verbal notification to Petron upon the discovery of such loss or theft to be followed immediately by a Written Notification. If Cardholder fails to give the above Written Notification, the Cardholder shall be liable for all purchases obtained through the use of and charges to the Fleet Card. For the purpose of this Clause, proof of transmission or postage is not proof of receipt by or delivery to (as the case may be) Petron. Upon receipt of the Written Notification by Petron, it shall issue a replacement Fleet Card and invalidate the lost or stolen Fleet Card. If any lost or stolen Fleet Card(s) is subsequently retrieved, the Cardholder shall destroy the invalidated Fleet Card.
- 6.5 The following security steps shall be adhered to by the Cardholder and/or Authorized User to prevent any fraudulent Fleet Card transactions;
- 6.51 The PIN shall not be written, printed or indicated in any manner on the card.
- 6.52 The PIN shall be keyed in personally by the Authorized User at the Authorized Reseller and not by any other party.
- 6.53 Adhering to such other security measures that Petron may issue from time to time.
- Cardholder also has the sole responsibility to monitor the use of the Fleet Card and if they perceive any unusual transaction, to inform Petron immediately. Petron has the absolute discretion to consider any request for payment waivers which may include a total rejection. Petron is not responsible to monitor the account and to report to the Cardholder any unusual pattern of transactions.
- 6.6 In granting the request from Cardholder for a replacement Fleet Card, either due to theft, loss or damage, Petron reserves the right to charge the Cardholder a replacement fee of RM10 per Fleet Card or any other amount deemed appropriate.
- 7. PETRON FLEET CARDWEB PORTAL**
- 7.1 For those Cardholders that have signed up for Petron Fleet Card Web Portal:
- 7.11 e-Invoices shall be displayed online at a designated website and Cardholder may view, download or print and accepts it as an official invoice from Petron, in addition to or in place of any other agreed means of invoice delivery. For Cardholders that have not opted for e-Invoicing, Petron shall have the discretion to impose a fee for any hardcopy issued by Petron.
- 7.12 e-Statement shall be delivered to Cardholder electronically to an email address as nominated in the Petron Fleet Card Web Portal application form.
- 7.13 Petron has the discretion to discontinue issuance of hardcopy of statements.
- 7.2 Petron may archive the invoices electronically or have them archived electronically by its nominated third-party contractor.
- 7.3 The Cardholder is aware that advanced electronic signatures, in line with country legislation, are used to protect the integrity of all Fleet Card e-invoices.
- 8. GOVERNMENT FUEL SUBSIDY**
- 8.1 It is the Cardholder's sole responsibility to review the statements received from Petron to determine whether the subsidy they are entitled to have been correctly credited to the Cardholder's account, allocated or provided for. Claims for subsidies not correctly credited allocated or provided for must be made immediately but in any case not later than 30 days from the date of the statements.
- 8.2 In the event that Petron has over credited the Cardholder in subsidy entitlement, the Cardholder shall reimburse Petron the amount over credited upon request by Petron.
- 8.3 In the event of a restructure in the Government subsidy program, Petron reserves the right in its sole discretion to alter and revise these terms and conditions.
- 8.4 In the event of a late delivery of the Fleet Card and/or PIN, no claims shall be entertained for any loss of subsidy during the mailing or delivery period.
- 8.5 All applications for Fleet Card which are eligible for Government fuel subsidy are subject to the approval of the Government and it is the Cardholder's sole responsibility to resolve any issues between the Cardholder and the Government, in relation to the application being rejected or cancelled or the fuel quota being revised by the Government.
- 8.6 Should the Government for any reason whatsoever rejects the reimbursement to Petron of any subsidy attributable to the Cardholder, the Cardholder shall indemnify and reimburse Petron the full amount of such rejected subsidy claims upon request by Petron.
- 8.7 In the event of Account termination, Petron reserves the right to withhold the subsidy quota letter of the Cardholder, if any, until such time where all outstanding payments due to Petron are fully settled.
- 8.8 Petron reserves the right to pursue with Cardholder for subsidy entitlement lodged with Petron by the Cardholder that may belong to a separate legal entity in the event the subsidy claim is rejected by the Government.
- 9. GOODS AND SERVICES TAX**
- 9.1 Where Goods and Services Tax ("GST") is introduced by the Government and is applicable to any supplies made by Petron under this agreement, Petron is entitled to charge GST on the payment of the supply. The consideration for such supply will be increased by an amount calculated as follows:
- A x R
Where:
A is the amount of consideration payable for the supply; and
R is the applicable rate of GST
- 9.2 If Petron is liable for GST as contemplated by 9.1 then:
- 9.21 Petron shall:
- 9.21.1 provide to Cardholder information that may be reasonably required to establish its liability for GST; and
- 9.21.2 do such things and provide such information and documents as may reasonably be required by the Cardholder to enable the Cardholder to claim an input tax credit under the GST law; and
- (b) where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by paragraph 9.2.1 shall be paid by the Cardholder upon the provision of a tax invoice by Petron in accordance with the GST law.
- 10. TERMINATION AND SUSPENSION**
- 10.1 This Agreement or the Account or any Fleet Card(s) issued pursuant to this Agreement may be terminated or cancelled as follows:-
- 10.1.1 by Petron;
- 10.1.1.1 immediately at any time without prior notice in the event of any breach of the provisions of this Agreement by the Cardholder and/or any Authorized User;
- 10.1.1.2 by giving the Cardholder prior written notice of termination or cancellation without assigning any reasons therefore; or
- 10.1.1.3 in the event of inactivity of the Fleet Card account for a consecutive period of 6 months or more;
- 10.1.2 by the Cardholder:-
- 10.1.3 by giving Petron fourteen (14) days prior written notice subject to Clause 10.2 below.
- 10.2 The Cardholder shall remain liable for all Charges incurred on any Fleet Card after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Fleet Card(s). All charges incurred on the Fleet Cards up to and including the said effective date of termination or cancellation shall be settled in full.
- 10.3 If this Agreement and/or Account and/or Fleet Card shall, for any reasons whatsoever, be terminated or cancelled in accordance with the provisions of this Agreement, the Cardholder shall be responsible to obtain from the Authorised User and return to Petron each cancelled Fleet Card. The Cardholder agrees to indemnify and hold Petron harmless for any losses, damages or liabilities arising from a claim against Petron for the termination or cancellation of a Fleet Card.
- 10.4 No termination or cancellation in accordance with this Agreement shall affect the Cardholder's obligation and liability to effect full payment for any purchases of fuels charged to any Fleet Card(s) or otherwise prescribed in this Agreement.
- 10.5 The termination or cancellation in accordance with the provisions of this Agreement shall be without prejudice to Petron's rights in respect of any antecedent breach of the agreement and stipulation herein contained.
- 10.6 In the event of termination or cancellation of this Agreement and/or Account, Petron has the right to withhold any security until such time that all outstanding amount has been settled in full.
- 11. TERM OF AGREEMENT**
- 11.1 The Cardholder acknowledges and agrees that each of the Fleet Card issued under this Agreement is and shall remain, throughout the term of this Agreement, the property of Petron.
- 11.2 The Cardholder may only use the Fleet Card issued under this Agreement up to and including the expiry date embossed on the Fleet Card. No purchases shall be made using a Fleet Card which has been cancelled, terminated or have expired. Any such purchases shall be the sole responsibility of the Cardholder.
- 11.3 Petron may, at anytime without prior notice and at its sole discretion, review or revoke the Cardholder's right to use Fleet Card in its entirety or in respect of a particular transaction or in respect of the Credit Period or any other material aspect of the Fleet Card.
- 11.4 Petron may from time to time review Cardholder's financial position or Cardholder's compliance of the terms and conditions of the agreement and based on those findings, Petron may in its sole and absolute discretion

take any or all (but not limited to) the following actions;

- 11.41 Request further access to the Cardholder's financial positions.
- 11.42 Modify, deny or withdraw any credit limits extended to Cardholder.
- 11.43 Require Cardholder to provide Security for an amount and upon such format determined by Petron.
- 11.44 Revise the payment terms.
- 11.45 Revise the payment methods.
- 11.46 Suspend or terminate usage of the Fleet Cards.
- 11.47 Demanding that payments that are payable on or before the due date to be paid immediately.
- 11.5 The Cardholder acknowledges that credit is a privilege and not a right. Petron may, in its sole discretion:
- 11.51 revoke credit limit,
- 11.52 modify any and all terms and condition of credit limit and/or
- 11.53 require payment in advance.
- 11.6 Petron may accomplish any or all of the foregoing at any time, in its sole discretion, by giving notice to the Cardholder, which notice may be provided by mail, email or by any other means specified in this Agreement and which shall be effective from the date of such notice unless otherwise specified by Petron.
- 11.7 Petron, may, at any time and from time to time, amend any of the terms and conditions of this Agreement which shall take effect on a date to be determined by Petron. Petron shall give written notice to the Cardholder of the amendments and the Cardholder shall be deemed to have accepted and agreed to such amendments without reservation. If Cardholder disagrees with the amendments, the Cardholder shall give written notification to Petron to terminate the Fleet Card account provided that the Cardholder shall be bound by the amended terms and conditions in respect of any transactions effected by Cardholder prior to the invalidation of the Fleet Card by Petron.
- 12. ASSIGNMENT**
- 12.1 The Cardholder shall not have the right to assign, transfer or delegate any or all of its rights or obligations hereunder and any purported assignment, transfer or delegation shall be null and void. Petron may freely assign any or all of its rights, titles and interests (including without limitation any claims or right to receive payment of any monies hereunder) in or contemplated under this Agreement.
- 13. WAIVER**
- 13.1 Petron may, at any time and from time to time, at its sole discretion, waive either unconditionally or on such terms and conditions as it may deem fit, any breach by the Cardholder and/or the Authorized User(s) of any terms and conditions herein contained and any modification thereof but without prejudice to its rights and remedies for enforcement thereof, PROVIDED ALWAYS THAT:
- 13.1.1 no neglect or forbearance of Petron to require and enforce payment of any monies hereunder or the performance and observance of any terms and conditions herein contained, nor any time which may be given to the Cardholder shall in any way prejudice or affect any of the rights, powers or remedies of Petron at any time thereafter to act strictly in accordance with the provisions thereof, and
- 13.1.2 no such waiver of any such breach as aforesaid shall prejudice the rights of Petron in respect of similar breach or any other or subsequent breach of any of the terms or conditions aforesaid.
- 14. DATAPROTECTION**
- 14.1 For purposes of this Clause 14, the term "Personal Data" means any information relating to an identified or identifiable individual ("Data Subject") that is provided or made available to Petron or its duly authorized agent by Cardholder, or its employee, in connection with this Agreement. The term "Process" means any and all collection, storage, dissemination, retrieval, destruction or use of Personal Data by Petron or its duly authorized agent.
- 14.2 Cardholder acknowledges that Personal Data, if any, is provided or made available to Petron or its duly authorized agent for the purpose of enabling Petron to perform its obligations under this Agreement, and under no circumstances will Personal Data become the property of Petron.
- 14.3 Petron further agrees and undertakes:
- 14.31 to comply with the requirements of all applicable data protection laws and regulations in Malaysia; and
- 14.32 to maintain technical and organizational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected, and
- 14.33 to safeguard all Personal Data received from the Cardholder from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.
- 14.4 Cardholder is required to access and read Petron's notice to its customers in compliance with the requirements of the Personal Data Protection Act 2010 which is made available at:
<http://www.petron.com.my/web/Media/uploads/47e5c3fe71954d56569f08acd0b94c16.pdf>
- 15. DISCLOSURE OF INFORMATION**
- 15.1 The Cardholder hereby authorizes Petron to disclose, to any third party including its agents and affiliates, any information furnished by the Cardholder or its employee to Petron at any time during the period of this Agreement and any information in respect of the use of the Fleet Card, for the purpose of performing its obligations under this Agreement.
- 16. OTHER TERMS AND CONDITIONS**
- 16.1 This Agreement shall constitute the entire rights and obligations of Petron, the Cardholder and the Authorized User(s) with respect to the subject matter hereof and shall supercede any prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof.
- 16.2 In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or enforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement.
- 16.3 This Agreement and all matters arising out of the issuance and use of the Fleet Cards shall be governed by the laws of Malaysia and the parties shall also submit themselves to the jurisdiction of the Malaysian Courts.
- 16.4 In this Agreement, unless there is something in the subject or context inconsistent herewith, words importing the singular shall include the plural meaning and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons include corporation, partnership and sole proprietorships.
- 16.5 This Agreement shall be binding upon the parties hereto, their respective heirs, personal representative, assigns and successors-in-title.
- 16.6 The Cardholder is requested to establish and maintain precaution in order to prevent the Authorized User, any employees, agents or representatives from making, receiving, providing or offering substantial monies, gifts, entertainment, payments, loans or other consideration to Petron's employees, Authorized Reseller, agents or representatives for the purpose of influencing those persons to act contrary to Petron's best interest. This obligation shall apply to the activities of any one or more of your employees and/or contractors in their relations with any one or more of Petron's employees and/or their families and/or third parties arising from this Fleet Card Account.

POSTPAID FLEET CARD

TERMS AND CONDITIONS

1. DEFINITIONS

In addition to the terms defined in the Postpaid Card overleaf, as used herein, the following terms shall have the following meanings:

“Account” means the Postpaid Card Account described and established in this Agreement.

“Agreement” means an agreement between Petron and the Cardholder governing the Account established in the name of the Cardholder in respect of any purchase and/or charge to the Postpaid Cards for fuels and the use of the Postpaid Cards by the Cardholder and/or the Authorized Users subject to the terms and conditions herein.

“Authorized Reseller” means operators of participating Petron branded service station accepting the Postpaid Card for purchases of fuels.

“Authorized Signatory” means the person who is authorized to complete and sign the Postpaid Card Application Form and the Postpaid Card for and on behalf of the Cardholder.

“Authorized User” means a person designated in writing by the Cardholder in the Postpaid Card Application Form to have the authority to use the Postpaid Card bearing the registration number of a Listed Vehicle.

“Business Day” means a day other than a Saturday, Sunday, public holiday or an off day declared by Petron

“Cardholder” means the entity whose name and address appear on the Postpaid Card Application Form, being the party contracting with Petron hereunder.

“Charges” means all amounts charged to each of the Postpaid Card, or other amounts due and payable to Petron hereunder and all other costs, fees or expenses (including without limitation, legal fees on a full indemnity basis) incurred by Petron in the recovery of or in relation to or in connection with any of such amounts, charges, costs, fees or expenses payable hereunder.

“Dual Card” system means a system of using the Vehicle Card and Driver Card together to complete a transaction to purchase fuels at the Authorized Reseller.

“Electronic Data Capture at Point-of-Sale” (“EDC Pos”) means any computerized electronic data capture terminal which is located at the Petron branded service stations to facilitate purchases made using the Postpaid Card.

“Fuels” means available Petron Blaze 95 (RON95), Petron Blaze 97 (RON97), Petron Blaze 100 (RON100) and Petron Diesel Max, (and others as Petron may advise from time to time) offered for sale by an Authorized Reseller, for which purchases may be charged to the Postpaid Card.

“Fuel Limits” means the amount stipulated by the Cardholder on the Vehicle Details Attachment as being the maximum amount chargeable at any one time either daily limit or monthly limit or for any one transaction to the Postpaid Card issued for a Listed Vehicle, which amount shall be subject to Petron’s approval.

“Listed Vehicle” means a vehicle authorized by the Cardholder to which a Postpaid Card has been designated and the vehicle registration number of which appears on the Postpaid Card.

“Master Card” means a card with alphanumeric characters not exceeding 10 digits chosen by the Cardholder in his Vehicle Details Attachment and accepted by Petron and embossed on a Postpaid Card in lieu of a vehicle registration number.

“Notification of Loss” means a notice in writing by the Cardholder and/or Authorized User on company letterhead with company stamp and authorized signatory sent via fax or via electronic means such as email or Petron Postpaid Card Web Portal by the Cardholder to Petron reporting the loss or theft of a Postpaid Card pursuant to Clause 7.4 below.

“Petron Postpaid Card Web Portal” means an electronic mode of managing the Cardholder’s account via a secured web portal whereby selective account information will be displayed upon successful username and password login as well as communication via electronic means between Cardholder and Petron or its nominated 3rd party contractor.

“PIN” means a Personal Identification Number allocated by Petron to the Cardholder to enable the Cardholder to make purchases of fuels from the Authorized Reseller without having to sign or endorse the Postpaid Card Sales Draft or receipt. However, in any case, Petron or Authorized Reseller reserves the right to request the Cardholder or Authorized User to sign or endorse the Postpaid Card Sales Draft at any time deemed necessary.

“Postpaid Card” means a card issued by Petron pursuant to this Agreement bearing the registration number of a Postpaid Card or a Master Card a PIN will be allocated to the Postpaid Card.

“Postpaid Card Receipt” means a manual, machine print-out and/or electronically printed receipt issued by Petron or the Authorized Reseller at the time of purchase and charge of fuels to the Postpaid Card.

“Postpaid Driver Card” means a card issued to the Cardholder and to be used with a valid Vehicle Card in the Dual Card system. A PIN is allocated to the Driver Card. The Driver Card shall be embossed with the name of the Cardholder and Authorized User Driver, the Card number and the expiry date.

“Reload” shall mean the adding monetary value to the Postpaid Card Account

“Replacement Postpaid Card” means a Postpaid Card specially issued in case of loss, theft or mutilation in accordance with Clause 7.4 hereof or, in the case of surrender of a Postpaid Card in accordance with Clause 12.1 hereof, as applicable.

“Sales Draft” means a receipt issued by Petron or by the Authorized Reseller at the time of the purchase and charge of the fuels to the Postpaid Card.

“Vehicle Card” means a card issued to the Cardholder which is registered to a particular vehicle and to be used individually or together with a valid Driver Card in a Dual Card system to purchase fuels from the Authorized Reseller. The Vehicle Card shall be embossed with the name of the Cardholder, the vehicle registration number (except for Dual Card system), the Card number and the expiry date.

“Vehicle Details Attachment” means the attachment to the Postpaid Card Application Form completed by the Cardholder and containing the particulars of each of the Listed Vehicles to be issued with a Postpaid pursuant to this Agreement.

“Written Notification” or any other “Notification” means a notice in writing by the Cardholder on company letterhead with company stamp and Authorized Signatory, sent to Petron via mail, courier, fax or electronic means to the attention of: Petron Fleet Card Centre (“PFCC”), Post Office Box No. 225, Jalan Kelang Lama, 58700 Kuala Lumpur. Fax No : 03 2281 6699. Email : customer@petronfleetcard.com.my

Anti Bribery:

The Customer hereby declares, undertakes, and agrees as follows:

- To comply with all applicable laws and regulations in Malaysia, including but not limited to the Malaysian Anti-Corruption Commission Act 2009 and any amendments thereto, as well as any other applicable laws and regulations of any other jurisdiction concerning bribery, corruption, and prohibited business practices.
- To comply with Petron’s policies in relation to bribery and corruption, including but not limited to Petron’s Standards of Business Conduct, as may be amended, varied, or supplemented from time to time.
- Not to engage in any acts of bribery or corruption in respect of any matter relating to this Agreement or any other dealings between the Customer and Petron.
- In the event that the Customer is involved in any acts of bribery or corruption, Petron shall be entitled to treat such acts as a material breach of this Agreement, and Petron shall have the right to terminate this Agreement with immediate effect, without prejudice to any rights Petron may have against the Customer.
- The Customer expressly consents to and authorizes Petron to disclose and report any incidents or suspicions of bribery or corruption, as required by the relevant authorities or regulatory bodies

AMLA:

The Customer hereby represents, warrants, and undertakes as follows:

- To comply with all applicable laws and regulations in Malaysia relating to money laundering and terrorism financing, including but not limited to the Malaysian Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001, any guidelines issued, administered, or enforced by any governmental agency or authority, and any amendments to such laws, regulations, and guidelines (collectively, the “Anti-Money Laundering Laws”).
- No action, suit, or proceeding by or before any court, governmental agency, authority, or any arbitrator involving the Customer with respect to the Anti-Money Laundering Laws is pending or threatened.
- To promptly do all such things as may be required by Petron at any time and from time to time (including, but not limited to, executing all necessary documents, providing all required information, and performing any other acts) for the purposes of compliance with and/or enabling Petron to carry out the necessary due diligence under the Anti-Money Laundering Laws.
- The Customer understands, acknowledges, and agrees that, to the extent permitted by the Anti-Money Laundering Laws, Petron may provide any information or documents, including confidential information, to the relevant governmental agency or authority, or as otherwise required by the Anti-Money Laundering Laws.

- To inform Petron if the Customer, or any of its immediate family members (including parents, spouses, or children) or close associates, is or becomes a Politically Exposed Person (“PEP”).

- The Customer expressly consents to and authorizes Petron to disclose and report to Bank Negara Malaysia, without prior notice or liability, any cash transactions exceeding Ringgit Malaysia Twenty-Five Thousand (RM25,000.00), and any related financial or account information as Petron deems necessary or appropriate for regulatory or compliance purposes.

- The parties agree that any breach of this clause by the Customer shall be deemed a material breach of this Agreement, and Petron shall be entitled to terminate this Agreement with immediate effect, without prejudice to any rights Petron may have against the Customer.

Sanctions

The Customer represents and warrants that it is not a “Sanctioned Person,” which includes any individual or entity:

- named on any governmental denied party or restricted list, including but not limited to the Office of Foreign Assets Control (“OFAC”) list of Specially Designated Nationals and Blocked Persons (“SDN List”), the OFAC Sectoral Sanctions Identifications List (“SSI List”), sanctions imposed by the United Nations Security Council (“UNSC”), the Malaysian Ministry of Home Affairs (“MOHA”), and any other applicable sanctions laws (“Sanctions Laws”); and/or

- organized under the laws of, ordinarily resident in, or physically located in a jurisdiction subject to comprehensive sanctions administered by OFAC or identified by the Financial Action Task Force (“FATF”) as having inadequate anti-money laundering and counter-terrorism financing controls (“Sanctioned Jurisdictions”).

The Customer hereby undertakes:

- Not to, directly or indirectly, engage in any transaction or activity involving any sanctioned person, entity, or country, or otherwise facilitate transactions that would cause Petron to be in violation of any Sanctions Laws.
- To immediately notify Petron in writing in the event it becomes a Sanctioned Person or is otherwise in breach or at risk of breaching this clause.

The parties agree that any breach of this clause by the Customer shall constitute a material breach of this Agreement, and Petron shall be entitled to suspend or terminate this Agreement with immediate effect, without prejudice to any rights Petron may have against the Customer. The Customer shall indemnify and hold Petron harmless from any loss, damage, or cost arising from any such breach.

Note: Suggest inserting the AML, Anti-Bribery, and Sanctions clauses as separate clauses, immediately following the ‘Term of Agreement’ and before the ‘Assignment’ clause. Re-numbering of clauses will be required.

2. CARDACCOUNT

- The Agreement shall commence on the date of Petron’s approval and endorsement of the Cardholder’s Postpaid Card Application Form and shall continue until terminated or cancelled in accordance with the provisions of this Agreement as stipulated in Clause 12.1.

- The Cardholder agrees to;

- be bound by the terms and conditions of this Agreement and shall be responsible for the Postpaid Cards issued by Petron on the Cardholder’s Account and shall ensure that the Authorized Users comply with the terms and conditions of this Agreement.

- provide Petron with credit and other relevant information regarding the Cardholder and consent for Petron to obtain credit and other relevant information regarding the Cardholder from any bank or other financial institution, commercial or other entity.

- provide complete and reliable financial statements (audited if available) and related information in a timely manner.

- The Cardholder or the Authorized Signatory shall sign (if available) the Postpaid Cards immediately upon receipt thereof. If Petron allocates a PIN to the Postpaid Card, he shall destroy the slip advising him of his PIN number immediately upon receipt and keep any records separate from the Postpaid Card. The Cardholder shall check and verify all particulars stated there under. Any discrepancies must be reported to Petron within fourteen (14) days of receipt of the Postpaid Card or PIN.

- If the Authorized User is a person who is in possession of the PIN, which is allocated to the Postpaid Card, then he is not required to sign or endorse the Postpaid Card Sales Draft or receipt. However, in any case, Petron or Authorized Reseller reserves the right to request the Cardholder or Authorized User to sign or endorse the Postpaid Card Sales Draft or receipt at any time deemed necessary and/or to insist other documentation for identity verification purposes.

- The Postpaid Card enables the Authorized Users to purchase fuels from any Authorized Reseller and to charge such purchases to the Postpaid Card PROVIDED ALWAYS THAT Petron shall not, under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the fuels or be liable in the event of such non availability or non-provision thereof and PROVIDED FURTHER THAT any purchase tax, customs excise and/or other levies or duties imposed or levied by any governmental authority or body whether imposed before or after the date of any purchase and charge of the fuels to the Postpaid Cards shall be for the Cardholder’s account.

- The Postpaid Card can only be used to purchase fuel and cannot be used to purchase mart items including lubricants.

- The Authorized User shall be the only person with authority to use the Postpaid Card and it is bearing the registration number of the Listed Vehicle, then for use only in relation to such Listed Vehicle. The Cardholder and Authorized User hereby acknowledge and agree that in the event the Card Reader at the Pump (CRIND) is not available for any reason whatsoever, then the Authorized Reseller shall be required to verify the limit and/or status of the Postpaid Card prior to authorizing any purchase to be made. In this respect, Cardholder undertakes to cause the Authorized User to co-operate with the Authorized Reseller.

- The Postpaid Card will be suspended from further use if an incorrect PIN is entered. It is the Cardholder’s responsibility to ensure the correct PIN is used for the corresponding Postpaid Card when making a transaction at an Authorized Reseller.

- The aggregate amount chargeable at any one time or in any one transaction to the Postpaid Card in respect of a Listed Vehicle shall not exceed the Fuel Limits applicable to the said Listed Vehicle. In the event the Postpaid Card has reached and/or exceeded its Fuel Limits, the system will reject the said Postpaid Card and payment will not be able to be affected, whether in full or partial and the transaction will not be recorded as a Postpaid Card transaction. Accordingly, the Cardholder shall have to settle the payment directly with the service station.

- If Cardholder opts for the Dual Card system, the Cardholder or Authorized User must present both the Driver Card and the Vehicle Card to complete a transaction at an Authorized Reseller to purchase fuel.

- The Postpaid Card shall be mailed or delivered to the Cardholder and is expected to take at least three (3) weeks to arrive.

- Petron shall not, under any circumstances or in any way whatsoever, be liable or responsible for:

- any act or omission of any Authorized Reseller including the refusal by or failure of any Authorized Reseller to honour the Postpaid Card or for any PIN refusal or rejection by EDC Pos terminal for any reasons whatsoever or for any loss or damage arising from the manner of acceptance of the Postpaid Card, or for any

- defects or deficiency in or complaints relating to the fuels or for any other disputes or claims the Cardholder and/or Authorized User may have with or against an Authorized Reseller.
- 2.12 any loss or damage suffered by the Cardholder in respect of any statement, communication or implication relating to or arising from any revocation, suspension or restriction of the use of the Postpaid Card.
- 2.13 any special, incidental, consequential, exemplary or punitive damages.
- 2.14 any dispute or claim that the Cardholders and/or Authorized User may have with or against the Authorized Reseller shall not affect the obligations of the Cardholder and the Authorized User under this Agreement.
- 2.15 any transactions for purchases of fuel (whether such transaction is disputed by the Cardholder for whatever reasons) unless Petron in its sole and absolute discretion agrees to waive payment.

3. CARDHOLDER'S INFORMATION

- 3.1 In the event of any change of the Authorized Signatory of the Cardholder or any other material changes of the particulars of the Cardholder such as address or contact details, the Cardholder shall notify Petron via a Written Notification of such change.
- 3.2 The Authorized Reseller shall have the right, but shall not be required to verify the registration number of the Listed Vehicle appearing on any Postpaid Card and/or that the purchases charged to the Postpaid Card relating to or are for the benefit of the Listed Vehicle which registration number appears on the said Postpaid Card and/or the identity and/or the authority of a person purporting or holding himself out to be an Authorized User even if the Postpaid Card tendered by such person appears to be in order and the Cardholder or the Authorized User as the case may be shall tender his full cooperation. In the event of refusal, the Authorized Reseller shall be entitled to reject the use of the said Postpaid Card for any charge.
- 3.3 The Cardholder shall be responsible for and shall ensure that the Sales Draft or the Postpaid Card Receipt, as the case may be, accurately reflects any and all purchases charged to the Postpaid Card. In the absence of manifest error, the Sales Drafts and the Postpaid Card Receipt, as the case may be shall be deemed as conclusive and binding upon the Cardholder and the Authorized User for all purposes of this Agreement. In the event the Postpaid Card Receipt and/or the Sales Drafts are misplaced, damaged and/or lost, the Cardholder shall be responsible for the same and no request to Petron for copies thereof shall be entertained.

4. LIABILITY OF CARDHOLDERS

- 4.1 Pending the receipt by Petron of the notification of changes in Clause 3.1, the Cardholder shall continue to be liable to pay for all charges incurred on use of the Postpaid Cards.
- 4.2 Upon receipt of any Postpaid Cards from Petron either by ordinary mail or by courier, the Cardholder may return the original mailing slip (if available) duly acknowledged to Petron. Notwithstanding that the mailing slip may have been returned or not, the Cardholder shall be liable for all charges to the said Postpaid Card. The first use of the Postpaid Card shall constitute conclusive evidence that the Cardholder agrees to be bound by the terms and conditions of this Agreement.
- 4.3 The Cardholder may, at any time and from time to time give Petron thirty (30) days' prior notice in writing to amend the Fuel Limits, which amended amount, shall be subject to Petron's approval. The amended Fuel Limits shall take effect on the date immediately following the date of Petron's approval. The Cardholder shall be responsible for and shall ensure that the Fuel Limits are appropriate. Petron reserves the right to request for any security as a precondition for amending the Fuel Limits.
- 4.4 The Cardholder represents and warrants the accuracy of the details furnished in the Postpaid Card Application Form, notices and other information furnished or required to be furnished to Petron from time to time, including without limitation, the particulars of the Listed Vehicles in the Vehicle Details Attachment and of the Authorized Users in the Postpaid Card Application Form. Any changes arising thereto must be reported to Petron in writing.
- 4.5 The Cardholder shall be responsible and shall pay in full for any and all purchases of fuels charged to the Postpaid Cards notwithstanding that a vehicle is no longer a Listed Vehicle or an Authorized User is no longer so authorized or that the Charges were incurred by a person who was not, at the time of the purchase and charge, an Authorized User that the purchase and charge was not incurred in respect of the fuels nominated for a particular Listed Vehicle or of any Listed Vehicle or any disputes or discrepancies related to the Vehicle Profiles function.
- 4.6 When Cardholder purchases fuel using the Postpaid Card, the Cardholder is deemed to represent to Petron that the Cardholder is solvent and able to pay for such purchases.
- 4.7 The Cardholder shall indemnify and keep Petron at all times indemnified against any and all claims, losses, damages, actions, demands, penalties, fines, costs or expenses (including without limitation, legal fees on a full indemnity basis) of any nature whatsoever and howsoever arising, which Petron may incur, sustain or suffer arising out of or relating to or in connection with the issuance of the Postpaid Card to the Cardholder or the use of the Postpaid Card by the Cardholder and/or Authorized User for the purchase of fuels in the event of any fraud or non-compliance of any applicable laws and regulations of Malaysia by Cardholder or its Authorized User.

5. MANNER OF USE

- 5.1 To affect a purchase using the Postpaid Card from any Authorized Reseller, the Cardholder must sign on a receipt prepared by the Authorized Reseller with the use of the Postpaid Card, but the signature shall not be a condition precedent to the liability of the Cardholder in respect of the purchase transaction;
- 5.2 Notwithstanding the provisions set out in Clause 5.1 above, the Cardholder hereby expressly authorizes Petron to charge his/her Postpaid Card Account with any payments made to the Authorized Reseller which had not been signed by the Cardholder, if Petron is of the view, upon satisfactory documentary evidence, that the omission is due to an oversight on the part of the Cardholder and/or the Authorized Reseller or if the Authorized Reseller has undercharged the Cardholder.
- 5.3 The Cardholder shall comply with all requirements, directions, instructions and guidelines for use of the Postpaid Card as communicated to the Cardholder from time to time.
- 5.4 a) Petron shall be entitled to treat its record of transaction effected by the use of the Postpaid Card including but not limited to transaction effected via mail order or telephone as evidence of a debt properly incurred by the Cardholder to be debited to the Postpaid Card Account of the Cardholder. The Cardholder agrees that the record of Petron of any transaction effected by the use of the Postpaid Card shall be conclusive and binding on the Cardholder for all purposes; and
b) The Cardholder shall be liable for all charges whatsoever arising from all transactions, effected with the Postpaid Card.
- 5.5 Notwithstanding Clause 5.1 above, a purchase may also be effected by providing the Authorized Reseller the Postpaid Card number together with such other particulars as may be recorded on the Postpaid Card and without the requirement of the Cardholder's signature as in the case of purchases made at specific Point of Sales Terminals including but not limited to transactions at petrol kiosks and/or through such other modes that may be introduced/implemented by Petron as and when Petron may in its absolute discretion from time to time.
- 5.6 Notwithstanding any other provisions to the contrary herein set out, Petron may at its sole and absolute discretion at any point of time with or without notice decide to cancel, revoke, suspend or restrict the use of the Postpaid Card or suspend or restrict the use of Postpaid Card by the Cardholder upon the occurrence of any one of the following events:
a) Use of the Postpaid Card to pay for any illegal purchases; or
b) Use of the Postpaid Card to pay for any unlawful transactions; or
c) Use of the Postpaid Card to purchase goods and services that will be resold i.e. not for personal use of the Cardholder.
- 5.7 Pre-authorization hold applies when the Cardholder uses the Postpaid Card at Petron's outdoor payment terminals for the purchase of fuel. This involves a process in which Petron's systems automatically blocks a pre-authorized amount of lowest available account balance or card limit. This pre-authorized amount will be automatically released within three (3) calendar days, or once Petron petrol kiosk claims for the actual purchase value from Petron, whichever date is earlier. Cardholder can use the "Preset" function on the outdoor payment terminal to limit to a lower pre-authorized amount, for instance, RM20, so that lesser amount is being held to avoid insufficient account balance.
- 5.8 A late payment charge of two percent (2%) per month shall be levied on any account due and unpaid and to be levied on a daily basis until full payment is made. **Additionally, no PMiles Points will be credited for the relevant month in which the payment is delayed.**
- 5.9 **"No payment from third parties will be accepted for any transactions related to the Postpaid Card"**

6. REFUND OF FUNDS OF THE POSTPAID TRANSACTIONS

- 6.1 Refunding Transactions
- 6.1.1 The Cardholder may claim a refund in relation to Postpaid transactions where:
a) the transaction was not authorized under this Agreement.
b) a pre-authorized transaction did not specify the actual amount at the time of its authorization and the amount charged by a supplier was more than the Cardholder or an additional Postpaid Cardholder could reasonably have expected taking into account normal spending pattern of the Postpaid Card or the circumstances of the transaction.
- 6.1.2 A claim for a refund in the circumstances set out above will not be accepted if the amount of the transaction was made available to the Cardholder at least four (4) weeks before the transaction date or it is made more than eight (8) weeks after being debited to the Cardholder's account.
- 6.1.3 Petron will send a cheque being the refund sum to the Cardholder's last known address as notified. However, to enable Petron to comply with the required legal obligations, the Cardholder shall be required to provide Petron with certain information before there fund request could be processed.

7. LOSS OF CARD, DISCLOSURE OF PIN, FRAUD AND PREVENTIVE MEASURES

- 7.1 The Cardholder undertakes and agrees with Petron that it shall always during the term of this Agreement observe and perform, and shall ensure that the Authorized Users shall at all times during the term of this

Agreement observe and perform, all the terms and conditions set out in this Agreement, including without limitation, the following:

- 7.1.1 to take all reasonable care and precaution to prevent the loss, theft and mutilation of any Postpaid Cards;
- 7.1.2 to comply with all requirements, directions, instructions and measures as may be issued by Petron from time to time in respect of the Postpaid Card and/or PIN issued;
- 7.1.3 not to reveal the PIN of the Postpaid Card bearing the registration number of a Listed Vehicle to any person other than the Authorized User;
- 7.1.4 to reimburse Petron all costs and expenses (including without limitation, legal fees) that Petron may pay, incur or sustain in relation to any action taken to enforce the terms and conditions of this Agreement;
- 7.1.5 to immediately inform Petron if the Cardholder suspects that a Postpaid Card is being used without its authorization; and
- 7.1.6 to promptly inform Petron of any changes of its address and that of its Authorized Users.
- 7.2 The Cardholder shall immediately notify Petron (Attention: PFCC) of the loss or theft of any Postpaid Cards or the disclosure of the Cardholder's PIN to any unauthorized person and the Cardholder's liability for all purchases obtained through the use of and charged to the said Postpaid Card shall be as follows:
- 7.2.1 for all Postpaid Card transactions incurred prior to the successful blocking of the said card upon the timely notification of the date of loss or theft, the Cardholder shall be fully liable for all Charges; and after receipt of notification by Petron of the loss or theft, the Cardholder's liability shall be limited to the Fuel Limits applicable to the Listed Vehicle in question.
- 7.2.2 for all Postpaid Card transactions incurred after the date of Petron's receipt of written notification of such loss or theft and subject to the successful blocking of the card, the Cardholder shall have no liability PROVIDED ALWAYS THAT if the loss or theft of the Postpaid Card is the result of any breach or default of the Agreement by the Cardholder and/or the Authorized User, the Cardholder shall be fully liable for all Charges incurred against the said Postpaid Card.

- 7.3 In the event the PIN is lost and/or misplaced and/or compromised, the Cardholder shall notify Petron immediately via Written Notification. Upon receipt of such notification, Petron shall re-issue another PIN number from such notification.
- 7.4 In the event the Postpaid Card is lost or stolen, the Cardholder shall immediately give verbal notification to Petron upon the discovery of such loss or theft to be followed immediately by a Written Notification. If Cardholder fails to give the above Written Notification, the Cardholder shall be liable for all purchases obtained through the use of, and charges to the Postpaid Card. For the purpose of this Clause, proof of transmission or postage is not proof of receipt by or delivery to (as the case may be) Petron. Upon receipt of the Written Notification by Petron, it shall issue a replacement Postpaid Card and invalidate the lost or stolen Postpaid Card. If any lost or stolen Postpaid Card(s) is subsequently retrieved, the Cardholder shall destroy the invalidated Postpaid Card.
- 7.5 The following security steps shall be adhered to by the Cardholder and/or Authorized User to prevent any fraudulent Postpaid Card transactions;
- 751 The PIN shall not be written, printed or indicated in any manner on the card.
- 752 The PIN shall be keyed in personally by the Authorized User at the Authorized Reseller and not by any other party.
- 753 Adhering to such other security measures that Petron may issue from time to time. Cardholder also has the sole responsibility to monitor the use of the Postpaid Card and if they perceive any unusual transaction, to inform Petron immediately. Petron has the absolute discretion to consider any request for payment waivers which may include a total rejection. Petron is not responsible to monitor the account and to report to the Cardholder any unusual pattern of transactions.
- 7.6 In granting the request from Cardholder for a replacement Postpaid Card, either due to theft, loss or damage, Petron reserves the right to charge the Cardholder a replacement fee of RM10.00 per Postpaid Card or any other amount deemed appropriate.
- 8. PETRON POSTPAID CARD WEB PORTAL**
- 8.1 For those Cardholders that have signed up for Petron Postpaid Card Web Portal:
- 8.11 e-Invoices shall be displayed online at a designated website and Cardholder may view, download or print and accepts it as an official statement from Petron, in addition to or in place of any other agreed means of statement delivery. For Cardholders that have not opted for e-Invoicing, Petron shall have the discretion to impose a fee for any hardcopy issued by Petron.
- 8.12 e-Statement shall be delivered to Cardholder electronically to an email address as nominated in the Petron Postpaid Card Web Portal application form.
- 8.13 Petron has the discretion to discontinue issuance of hardcopy of statements.
- 8.2 Petron may archive the invoices electronically or have them archived electronically by its nominated third-party contractor;
- 8.3 The Cardholder is aware that advanced electronic signatures, in line with country legislation, are used to protect the integrity of all Postpaid Card e-statement.
- 9. FEES**
- 9.1 A fee of RM10.00 will be charged (if any) for a Replacement Postpaid Card in the event of loss, theft or mutilation in accordance with Clause 7.4 hereof or, in the case of surrender of a Postpaid Card in accordance with Clause 12.1 hereof, as applicable.
- 9.2 If Petron decides to increase or impose any new fees, the Cardholder will be notified at least two (2) months before any changes take effect by posting the changes in the Petron Postpaid Card Web Portal.
- 10. GOODS AND SERVICES TAX**
- 10.1 Where Goods and Services Tax ("GST") is introduced by the Government and is applicable to any supplies made by Petron under this agreement, Petron is entitled to charge GST on the payment of the supply. The consideration for such supply will be increased by an amount calculated as follows:
- $A \times R$
- Where:
- A is the amount of consideration payable for the supply; and
- R is the applicable rate of GST.
- 10.2 If Petron is liable for GST as contemplated by 10.1 then:
- (a) Petron shall:
- Ⓐ provide to Cardholder information that may be reasonably required to establish its liability for GST; and
 - Ⓑ do such things and provide such information and documents as may reasonably be required by the Cardholder to enable the Cardholder to claim an input tax credit under the GST law; and
- (b) where a taxable supply has been made and consideration charged but the applicable GST has not been charged, the increase in the consideration required by Clause 10.2(a) shall be paid by the Cardholder upon the provision of a tax invoice by Petron in accordance with the GST law.
- 11. GOVERNMENT FUEL SUBSIDY**
- 11.1 It is the Cardholder's sole responsibility to review the statements received from Petron to determine whether the subsidy they are entitled to have been correctly credited to the Cardholder's account, allocated or provided for. Claims for subsidies not correctly credited, allocated or provided for must be made immediately but in any case not later than 30 days from the date of the statements.
- 11.2 In the event that Petron has over credited the Cardholder in subsidy entitlement, the Cardholder shall reimburse Petron the amount over credited upon request by Petron.
- 11.3 In the event of a restructure in the Government subsidy program, Petron reserves the right in its sole discretion to alter and revise these terms and conditions.
- 11.4 In the event of a late delivery of the Postpaid Card and/or PIN, no claims shall be entertained for any loss of subsidy during the mailing or delivery period.
- 11.5 All applications for Postpaid Card which are eligible for Government fuel subsidy are subject to the approval of the Government and it is the Cardholder's sole responsibility to resolve any issues between the Cardholder and the Government, in relation to the application being rejected or cancelled or the fuel quota being revised by the Government.
- 11.6 Should the Government for any reason whatsoever rejects the reimbursement to Petron of any subsidy attributable to the Cardholder, the Cardholder shall indemnify and reimburse Petron the full amount of such rejected subsidy claims upon request by Petron.
- 11.7 In the event of Account termination, Petron reserves the right to withhold the subsidy quota letter of the Cardholder, if any, until such time where all outstanding payments due to Petron are fully settled.
- 11.8 Petron reserves the right to pursue with Cardholder for subsidy entitlement lodged with Petron by the Cardholder that may belong to a separate legal entity in the event the subsidy claim is rejected by the Government.
- 12. TERMINATION AND SUSPENSION**
- 12.1 This Agreement or the Account or any Postpaid Card(s) issued pursuant to this Agreement may be terminated or cancelled as follows:
- 12.11 by Petron;
- (a) immediately at any time without prior notice in the event of any breach of the provisions of this Agreement by the Cardholder and/or any Authorized User; or
 - (b) by giving the Cardholder prior written notice of termination or cancellation without assigning any reasons therefore; or
 - (c) in the event of inactivity of the Postpaid Card account for a consecutive period of 6 months or more; or
 - (d) if this Agreement or the Postpaid Card expires on a set date and Petron has not agreed to renew the Agreement; or
 - (e) if the Cardholder or Authorized User acts in a manner that is threatening or abusive to Petron's staff or representatives; or
 - (f) if the Cardholder fails to pay fees or charges that the Cardholder have incurred or fails to put right any shortfall; or
 - (g) in the event of the Cardholder's death
- 12.12 by the Cardholder:-
- (a) by giving Petron fourteen (14) days prior written notice subject to Clause 12.3 below.
- 12.2 Petron may also terminate this agreement and/or cancel or suspend the Postpaid Card or the Cardholder's account immediately if Petron believes that the Postpaid Card is deliberately being used by the Cardholder and/or Authorized User to commit fraud or for other illegal purposes.
- 12.3 The Cardholder shall remain liable for all charges incurred on any Postpaid Card after such termination or cancellation or request of cancellation of the Agreement and/or Account and/or Postpaid Card(s). All charges incurred on the Postpaid Cards up to and including the said effective date of termination or cancellation shall be settled in full.
- 12.4 If this Agreement and/or Account and/or Postpaid Card shall, for any reasons whatsoever, be terminated or cancelled in accordance with the provisions of this Agreement, the Cardholder shall be responsible to obtain from the Authorized User and return to Petron each cancelled Postpaid Card. The Cardholder agrees to indemnify and hold Petron harmless for any losses, damages or liabilities arising from a claim against Petron for the termination or cancellation of a Postpaid Card.
- 12.5 No termination or cancellation in accordance with this Agreement shall affect the Cardholder's obligation and liability to effect full payment for any purchases of fuels charged to any Postpaid Card(s) or otherwise prescribed in this Agreement.
- 12.6 The termination or cancellation in accordance with the provisions of this Agreement shall be without prejudice to Petron's rights in respect of any antecedent breach of the agreement and stipulation herein contained.
- 12.7 In the event of termination or cancellation of this Agreement and/or Account, Petron has the right to withhold any security until such time that all outstanding amount has been settled in full.

13.

TERM OF AGREEMENT

- 13.1 The Cardholder acknowledges and agrees that each of the Postpaid Card issued under this Agreement is and shall remain, throughout the term of this Agreement, the property of Petron.
- The Cardholder may only use the Postpaid Card issued under this Agreement up to and including the expiry date embossed on the Postpaid Card. No purchases shall be made using a Postpaid Card which has been cancelled, terminated or have expired. Any such purchases shall be the sole responsibility of the Cardholder.
- 13.2 Petron may, by giving at least twenty-one (21) days prior notice and at its sole discretion, review or revoke the Cardholder's right to use any Card in its entirety or in respect of a particular transaction or any other material aspect of the Postpaid Card.
- 13.3 Petron may from time-to-time review Cardholder's financial position or Cardholder's compliance of the terms and conditions of the agreement and based on those findings, Petron may in its sole and absolute discretion take any or all (but not limited to) the following actions.
- 1331 Request further access to the Cardholder's financial positions.
 - 1332 Modify, deny or withdraw any Fuel Limits extended to Cardholder.
 - 1333 Revise the payment terms.
 - 1334 Revise the payment methods.
 - 1335 Suspend or terminate usage of the Postpaid Cards.
- 13.4 Petron may accomplish any or all of the foregoing at any time, in its sole discretion, by giving notice to the Cardholder, which notice may be provided by mail, email or by any other means specified in this Agreement and which shall be effective from the date of such notice unless otherwise specified by Petron.
- 13.5 Petron may, by giving at least twenty-one (21) days prior notice and at its sole discretion, amend any of the terms and conditions of this Agreement which shall take effect on a date to be determined by Petron. Petron shall give written notice to the Cardholder of the amendments and the Cardholder shall be deemed to have accepted and agreed to such amendments without reservation. If Cardholder disagrees with the amendments, the Cardholder shall give written notification to Petron to terminate the Postpaid Card account provided that the Cardholder shall be bound by the amended terms and conditions in respect of any transactions effected by Cardholder prior to the invalidation of the Postpaid Card by Petron.

14. ASSIGNMENT

- 14.1 The Cardholder shall not have the right to assign, transfer or delegate any or all of its rights or obligations hereunder and any purported assignment, transfer or delegation shall be null and void. Petron may freely assign any or all of its rights, titles and interests (including without limitation any claims or right to receive payment of any monies hereunder) in or contemplated under this Agreement.

15. WAIVER

- 15.1 Petron may, from time to time and at any time, at its sole discretion, waive either unconditionally or on such terms and conditions as it may deem fit, any breach by the Cardholder and/or the Authorized User(s) of any terms and conditions herein contained and any modification thereof but without prejudice to its rights and remedies for enforcement thereof, PROVIDED ALWAYS THAT:
- 15.1.1 no neglect or forbearance of Petron to require and enforce payment of any monies hereunder or the performance and observance of any terms and conditions herein contained, nor any time which may be given to the Cardholder shall in any way prejudice or affect any of the rights, powers or remedies of Petron at any time thereafter to act strictly in accordance with the provisions thereof, and
- 15.1.2 no such waiver of any such breach as aforesaid shall prejudice the rights of Petron in respect of similar breach or any other or subsequent breach of any of the terms or conditions aforesaid.

16. DATA PROTECTION

- 16.1 For purposes of this Clause 16, the term "Personal Data" means any information relating to an identified or identifiable individual ("Data Subject") that is provided or made available to Petron or its duly authorized agent by Cardholder, or its employee, in connection with this Agreement. The term "Process" means any and all collection, storage, dissemination, retrieval, destruction or use of Personal Data by Petron or its duly authorized agent.
- 16.2 Cardholder acknowledges that Personal Data, if any, is provided or made available to Petron or its duly authorized agent for the purpose of enabling Petron to perform its obligations under this Agreement, and under no circumstances will Personal Data become the property of Petron.
- 16.3 Petron further agrees and undertakes:
- 16.3.1 to comply with the requirements of all applicable data protection laws and regulations in Malaysia
- 16.3.2 to maintain technical and organizational processes and procedures that ensure a level of security appropriate to the risks represented by the processing and the nature of the Personal Data to be protected, and
- 16.3.3 to safeguard all Personal Data received from the Cardholder from and against any accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access.
- 16.4 Cardholder is required to access and read Petron's notice to its customers in compliance with the requirements of the Personal Data Protection Act 2010 which is made available at: <http://www.petron.com.my/web/Media/uploads/47e5c3fe71954d56569f08acd0b94c16.pdf>

17. DISCLOSURE OF INFORMATION

- 17.1 The Cardholder, unless expressly stated otherwise hereby authorizes Petron to disclose, to any of its agents and affiliates, any information furnished by the Cardholder or its employee to Petron at any time during the period of this Agreement and any information in respect of the use of the Postpaid Card, for the purpose of performing its obligations under this Agreement.
- 17.2 Petron shall not disclose any confidential information to any third parties for purposes other than for the purpose of performing its obligations under this Agreement unless the Cardholder expressly consent to the disclosure of such information.
- 17.3 Petron may disclose the Cardholder's information to:-
- (a) regulatory bodies or other authorities in compliance with requirements under law or towards the detection or prevention of crime and/or fraud;
- (b) any party involved in or related to a legal proceeding for purposes in connection with the performance of its obligations under this Agreement;
- (c) in order to comply with any legal obligations to which Petron is subject to.

18. LIMITATION OF LIABILITY

- 18.1 Petron shall not be liable for any loss arising from:
- 18.1.1 any cause which results from abnormal or unforeseen circumstances beyond Petron's control, consequences which would have been unavoidable despite all our efforts to the contrary; or
- 18.1.2 a retailer refusing to accept your Postpaid Card; or
- 18.1.3 Petron's compliance with legal and regulatory requirements;
- 18.1.4 loss or corruption of data unless caused by our willful default.
- 18.2 Petron shall also not be liable for:
- 18.2.1 business interruption, loss of revenue, goodwill, opportunity or anticipated savings;
- 18.2.2 any indirect or consequential loss

19. NOTICES

- 19.1 All Written Notification, requests and/or other communications to be given by the Cardholder to Petron under this Terms and Conditions must be communicated to the following address:- **Petron Fleet Card Centre ("PFCC") Post Office Box No. 225, Jalan Kelang Lama, 58700 Kuala Lumpur.** Fax No. 03-2281 6699 E-mail: customer@petronfleetcard.com.my
- 19.2 If there are any complaints or inquiries and there is no feedback from PFCC, the Cardholder may contact Bank Negara LINK and TELELINK as follows:-
- Laman Informasi Nasihat dan Khidmat (LINK) Bank Negara Malaysia. P.O. Box 10922, 50929 Kuala Lumpur.**
Tel: 1-300-88-5465 (1-300-88-LINK) (Overseas: +603-2174-1717) Fax: +603-2174-1515
E-mail: bnmteletelink@bnm.gov.my
Operating Hours: 9.00 a.m. - 5.00 p.m. (Monday - Friday)

20. OTHER TERMS AND CONDITIONS

- 20.1 This Agreement shall constitute the entire rights and obligations of Petron, the Cardholder and the Authorized User(s) with respect to the subject matter hereof and shall supercede any prior negotiations, representations or agreements, either oral or written, related to the subject matter hereof.
- 20.2 In case any provision in this Agreement shall be, or at any time shall become invalid, illegal or enforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement.
- 20.3 This Agreement and all matters arising out of the issuance and use of the Postpaid Cards shall be governed by the laws of Malaysia and the parties shall also submit themselves to the jurisdiction of the Malaysian Courts.
- 20.4 In this Agreement, unless there is something in the subject or context inconsistent herewith, words importing the singular shall include the plural meaning and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons include corporation, partnership and sole proprietorships.
- 20.5 This Agreement shall be binding upon the parties hereto, their respective heirs, personal representative, assigns and successors-in-title.
- 20.6 The Cardholder is requested to establish and maintain precaution in order to prevent the Authorized User, any employees, agents or representatives from making, receiving, providing or offering substantial monies, gifts, entertainment, payments, loans or other consideration to Petron's employees, Authorized Reseller, agents or representatives for the purpose of influencing those persons to act contrary to Petron's best interest. This obligation shall apply to the activities of any one or more of your employees and/or contractors in their relations with any one or more of Petron's employees and/or their families and/or third parties arising from this Postpaid Card Account.