

(ABECHA) ESSO FLEET CARD TERMS AND CONDITIONS

The person making the Esso Fleet Card application (the "Principal Cardholder") agrees that the following terms and conditions, as amended from time to time by ExxonMobil Asia Pacific Pte Ltd ("ExxonMobil") or Abecha Pte Ltd shall apply in respect of each Esso Fleet Card issued to or at the request of the Principal Cardholder.

1. DEFINITION

In addition to the terms defined above, as used herein, the following terms shall have the following meanings:

- 1.1 **"Authorised Reseller"** means Esso or Mobil branded service stations in Singapore or such other territories as notified by ExxonMobil from time to time, accepting the Esso Fleet Card for purchases of the Products and Services, as ExxonMobil may designate from time to time.
- 1.2 **"Authorised User"** means the Principal Cardholder or any other natural person designated in writing by the Principal Cardholder in the Esso Fleet Card Application or from time to time to whom ExxonMobil issues an Esso Fleet Card at the request of the Principal Cardholder. The Principal Cardholder may designate only Authorised Users who are members of the Principal Cardholder's immediate family.
- 1.3 **"Authorised Vehicle"** means a vehicle designated in writing by the Principal Cardholder on the Esso Fleet Card Application or from time to time for which ExxonMobil issues an Esso Fleet Card bearing the registration number of such vehicle and the name of an Authorised User.
- 1.4 **"Charges"** means all amounts howsoever charged to each of the Esso Fleet Cards, any late payment charges or other amounts due and payable to Abecha Pte Ltd hereunder and all other costs, fees or expenses (including without limitation, legal fees on a full indemnity basis) incurred by Abecha Pte Ltd in relation to or in connection with any or all of the Esso Fleet Cards issued by ExxonMobil hereunder or the recovery of any of such amounts, charges, costs, fees or expenses payable hereunder.
- 1.5 **"Credit Limits"** means
 - (a) the maximum total unpaid amount stipulated by Abecha Pte Ltd from time to time as being chargeable to the Cardholder's Esso Fleet Card Account (sometimes referred to as the "Maximum Account Balance");

(b) the maximum amount stipulated by Abecha Pte Ltd from time to time as being chargeable to a particular Esso Fleet Card for any transactions in a single calendar day or over a period of one month or such other period (referred to as the “Maximum Transaction Amount”).

- 1.6 **“Abecha Pte Ltd- ExxonMobil Agreement”** refers to the agreement that was signed between Abecha Pte Ltd and ExxonMobil Asia Pacific Pte Ltd, as from time to time modified, supplemented or replaced;
- 1.7 **“Esso Fleet Card Account”** means the Esso Fleet Card account described and established by this Agreement.
- 1.8 **“Esso Fleet Card”** means a card issued by ExxonMobil pursuant to the Abecha Pte Ltd-ExxonMobil Agreement to an Authorised Vehicle.
- 1.9 **“Esso Fleet Card Receipt”** means a machine print-out receipt issued by an Authorised Reseller at the time of the purchase and charge of Products and/or Services to an Esso Fleet Card.
- 1.10 **“Notification of Loss”** means the notice in writing by the Principal Cardholder to ExxonMobil reporting the loss or theft of an Esso Fleet Card pursuant to Section 5 below.
- 1.11 **“Other Products”** means such products expressly approved by ExxonMobil from time to time being products which are offered for sale by an Authorised Reseller and which may be charged to the Esso Fleet Card.
- 1.12 **“PIN”** means the Personal Identification Number notified to the Authorised User by ExxonMobil from time to time for use in conjunction with the Esso Fleet Card.
- 1.13 **“Products”** means available gasoline (Premium and Special), diesel, lubricants offered for sale by an Authorised Reseller, the purchase of which may be charged to the Esso Fleet Card.
- 1.14 **“Replacement Esso Fleet Card”** means an Esso Fleet Card specially issued in case of loss, theft or mutilation in accordance with the provisions of Section 4, as applicable.
- 1.15 **“Services”** means services provided by an Authorised Reseller, relating to maintenance and repair of an Authorised Vehicle or such other services approved by ExxonMobil in writing from time to time, the cost of which may be charged to the Esso Fleet Card.

Words importing the singular number include the plural number and vice versa.

2. ACCEPTANCE OF TERMS AND CONDITIONS

- 2.1 The terms and conditions herein cover the Esso Fleet Card Account established in the name of the Principal Cardholder in respect of the purchase and charge to the Esso Fleet Cards of Products, Other Products and/or Service and the use of the Esso Fleet Cards by the Principal Cardholder and other Authorised Users. All obligations under the terms and conditions (notwithstanding references made solely to the Principal Cardholder) shall be the joint and several responsibility of the Principal Cardholder and any Authorised User. The Principal Cardholder shall bring the terms and conditions of this Agreement to the attention of the Authorised User and shall ensure that the Authorised User complies with the same. Unless accepted earlier, such Authorised Users shall be deemed to accept these terms and conditions upon use of the Esso Fleet Card. The release or discharge of liability or any invalidity or unenforceability in respect of a person using an Esso Fleet Card shall not discharge or affect the liability of any other person using the said card.
- 2.2 The Principal Cardholder agrees to be bound by the terms and conditions of this agreement and shall be responsible for the Esso Fleet Cards issued by ExxonMobil at the Principal Cardholder's request and for the Principal Cardholder's Esso Fleet Card Account.
- 2.3 The Authorised User designated on an Esso Fleet Card shall, immediately on receipt thereof, sign the Esso Fleet Card. Upon acceptance of any Esso Fleet Card, the Principal Cardholder represents and warrants to each of ExxonMobil and Abecha Pte Ltd that the particulars of the Authorised User and the Authorised Vehicle contained on such card are true and correct.

3. RESPONSIBILITY OF CARDHOLDER

- 3.1 The Esso Fleet Card is entitled only to members of approved organisations or employees of approved corporate accounts. Should the cardholder leave his company, he is responsible for informing Abecha regarding his employment status. Whether the card is to be terminated or not, is solely Abecha and ExxonMobil's decision.
- 3.2 The Esso Fleet Card enables the Authorised User designated thereon to purchase Products, Other Products and/or Services in respect to the Authorised Vehicle designated thereon from any Authorised Reseller and to charge such purchases to the Esso Card PROVIDED ALWAYS THAT neither ExxonMobil nor Abecha Pte Ltd shall, under any circumstances or in any way whatsoever, be bound to ensure the availability or provision of the Products, Other Products and/or Services or be liable in the event of

the non-availability or non-provision thereof and PROVIDED FURTHER THAT any purchase tax, customs excise and/or other levies or duties imposed before or after the date of any purchase and charge of the Products, Other Products and/or Services to the Esso Fleet Cards shall be for the Principal Cardholder's account.

- 3.3 The Authorised User shall be the only person with authority to use the Esso Fleet Card which bears the name of the Authorised User, the use of which shall relate only to the Authorised Vehicle designated on such Esso Fleet Card.
- 3.4 Abecha Pte Ltd reserves the right to impose Credit Limits in respect to amounts chargeable on the Esso Fleet Card(s). Credit Limits may be imposed upon issuance of the Esso Fleet Card(s) or at any time thereafter and may be revised at any time as Abecha Pte Ltd may, at its absolute discretion, think fit. Credit Limits and revisions thereto shall take place immediately when determined by Abecha Pte Ltd, whether or not notified to the Principal Cardholder. The Principal Cardholder agrees not to exceed, and to ensure that the other Authorised Users do not exceed these Credit Limits and not to from time to time exchange credit information or obtain a credit report on the Principal Cardholder. The Principal Cardholder agrees to consent to any request by ExxonMobil or Abecha Pte Ltd for credit information or obtain a credit report on the Principal Cardholder. The Principal Cardholder agrees to consent (and hereby does consent) to any request by ExxonMobil or Abecha Pte Ltd for credit information from any bank or other financial, commercial or governmental entity.
- 3.5 The Authorised Reseller shall have the right, but shall not be required to verify that the registration number of an Authorised Vehicle matches the number appearing on any Esso Fleet Card and/or that the purchases charged to an Esso Fleet Card relate to or is for the benefit of an Authorised Vehicle, and/or that the identity and/or authority of a person purporting or holding himself out to be an Authorised User is in fact the Authorised User.
- 3.6 The Principal Cardholder shall be responsible for and shall ensure that the Esso Fleet Card Receipt as the case may be accurately reflects any and all purchases charged to the Esso Fleet Card. In the absence of manifest error, the Esso Fleet Card Receipt shall be deemed as conclusive and binding upon the Principal Cardholder and any other Authorised User for all purposes of this agreement.
- 3.7 Neither ExxonMobil nor Abecha Pte Ltd shall, under any circumstances or in any way whatsoever, be liable or responsible for:
 - (a) any act or omission of any Authorised Reseller including the refusal by or failure of any Authorised Reseller to honour the Esso Fleet Card or for any loss or damage arising from any defects or deficiency in or complaints relating to the Products and/or Services or for any other problems or claims that the Principal Cardholder and/or any other Authorised User may have with or against an Authorised Reseller, or

(b) any loss of profits, special, incidental, consequential, exemplary or punitive damages.

- 3.8 Any dispute or claim the Principal Cardholder and/or any other Authorised User may have with or against the Authorised Reseller shall not affect the obligations of the Principal Cardholder and/or the Authorised User under this agreement. In all circumstances, the Principal Cardholder shall pay in full the amounts of all Charges.
- 3.9 The Principal Cardholder shall indemnify and keep each of ExxonMobil and Abecha Pte Ltd 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 however arising which ExxonMobil or Abecha Pte Ltd may incur, sustain or suffer arising out of or relating to or in connection with the issuance of an Esso Fleet Card to the Principal Cardholder or to any other Authorised User, or the use of the Esso Fleet Card by the Principal Cardholder and/or any Authorised User, or the use of Products, Other Products and/or Services.
- 3.10 The Principal Cardholder represents the truth and accuracy of the details furnished in the Esso Fleet Card Application, notices and other information furnished or required to be furnished to ExxonMobil and Abecha Pte Ltd hereunder including, without limitation, the particulars of the Authorised User(s) and the Authorised Vehicle(s) in the Esso Fleet Card Application. The Principal Cardholder further represents and warrants that the Authorised Users other than the Principal Cardholder are now, and will at all times while this Agreement is in effect be, members of the Principal Cardholder's immediate family who live in the Principal Cardholder's household. The Principal Cardholder shall notify ExxonMobil and Abecha Pte Ltd in writing of any change of any Authorised Vehicle or particulars that have been furnished to ExxonMobil or Abecha Pte Ltd (including particulars set out in the Esso Fleet Card Application), or any change of the Authorised Users and/or their particulars, which notification shall be given by the Cardholder within 3 days of the relevant change, and which notification shall be effective on receipt by both of ExxonMobil and Abecha Pte Ltd of the same. Upon any such change, the Principal Cardholder shall surrender the Esso Fleet Card relating to such Authorised Vehicle or Authorised User and ExxonMobil may issue a Replacement Esso Fleet Card showing the changed particulars. The Principal Cardholder shall be responsible and shall pay for any and all purchases of Products and/or Services charged to the Esso Fleet Cards, notwithstanding that an Authorised Vehicle is no longer so designated or an Authorised User or, that the purchases and changes were not incurred in respect of the Products, Other Products and/or Services or in respect of a particular Authorised Vehicle.
- 3.11 The Principal Cardholder undertakes and agrees with each of ExxonMobil and Abecha Pte Ltd that it shall at all times during the continuance of this Agreement observe and perform, and shall ensure that all other Authorised Users shall at all times during the

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

- (a) To take all reasonable care and precaution to prevent the loss, theft or mutilation of any Esso Fleet Card(s).
- (b) Not to reveal the PIN of any Esso Fleet Card(s) to any person other than the Authorised User designated on such card.
- (c) To reimburse each of ExxonMobil and Abecha Pte Ltd all costs and expenses (including without limitation, legal fees on a full indemnity basis) which any of ExxonMobil or Abecha Pte Ltd may pay, incur or sustain in relation to any action taken to enforce the terms or conditions of this Agreement.
- (d) To immediately inform Abecha Pte Ltd if the Principal Cardholder and/or any other Authorised User suspects that an Esso Fleet Card is being used without the authorisation of the Principal Cardholder; and
- (e) To inform Abecha Pte Ltd of any changes of its address and that of the other Authorised Users within 3 days of such change.
- (f) To immediately inform Abecha Pte Ltd if the Principal Cardholder is no longer an employee of Siemens SG. If found for any case of non-declaration, the Esso Fleet Card will be deactivated and security deposit forfeited.

4. PAYMENT AND PENALTY CHARGES

- 4.1 The Principal Cardholder shall pay the Charges by Interbank Giro and shall furnish Abecha Pte Ltd, and at all times keep in effect, a valid and enforceable direct debit authorisation (in form suitable to Abecha Pte Ltd) authorising Abecha Pte Ltd to debit the Principal Cardholder's Singapore bank account for such Charges. The Principal Cardholder shall ensure at all times that its bank honours Abecha Pte Ltd's Interbank Giro debits and that such bank account remains in good standing and contains sufficient funds to pay in full all Charges.
- 4.2 There will be a default credit limit of \$800 per card per calendar month.
- 4.3 Except as provided otherwise in this Agreement, Charges shall be due and payable, and Abecha Pte Ltd will debit the Principal Cardholder's bank account, on a weekly basis for all Charges charged to the Esso Fleet Card provided that nothing contained herein shall be deemed to limit Abecha Pte Ltd's right to debit the Principal Cardholder's bank account or otherwise receive payment in respect to any Charges for which Abecha Pte Ltd has not previously for any reason received payment in full.

- 4.4 Abecha Pte Ltd will furnish to the Principal Cardholder on a weekly basis tax invoice recording the Charges during the period covered by the invoice. The Principal Cardholder shall give written notification to Abecha Pte Ltd (Attention: Abecha and Esso Card Customer Service Centre) of any questions, problems or disputes concerning any such invoice immediately on receipt of such statement but in any case, not later than three (3) days from the date of the statement. In all circumstances, the Principal Cardholder shall pay in full the amounts stated on such invoice as due and owing.
- 4.5 Any credits due to the Principal Cardholder will be credited to the Principal Cardholder's Esso Fleet Card Account and reflected in a statement of account in due course.
- 4.6 A penalty charge of \$40 for each failed deduction will be imposed and a late payment charge of two percent (2%) per month shall be levied on any Charges (or part thereof) remaining unpaid when due and payable. The Principal Cardholder and/or Authorised User may from time to time request a copy of the statement of account.
- 4.7 Abecha reserves the right to change the Fleet Card discount by giving 1 week notice to users.
- 4.8 Abecha reserves the right to use the refundable security deposit to offset any outstanding amount resulted from failed deduction through the Principal Cardholder's designated mode of payment.
- 4.9 Abecha reserves the right not to refund the security deposit if the Principal Cardholder did not inform Abecha upon leaving Siemens SG as an employee.

5. LOSS OF CARD

- 5.1 The Principal Cardholder shall immediately send to (Attention: Abecha and Esso Card Customer Service Centre) a Notification of Loss, in writing, advising the loss or theft of any Esso Fleet Card or Call Abecha and Esso Customer Service Hotline at 63331188 (option1). The Principal Cardholder shall be fully liable for all Charges incurred or accrued prior to receipt by ExxonMobil and Abecha Pte Ltd of the said Notification of Loss.
- 5.2 The Principal Cardholder shall have no liability for any Charges incurred or accrued after ExxonMobil's and Abecha Pte Ltd's receipt of the Notification of Loss PROVIDED ALWAYS THAT if the loss or theft of the Esso Fleet Card is the result of any breach or default of this Agreement by the Principal Cardholder and/or any other Authorised User, the Principal Cardholder shall be fully liable for all Charges, whether incurred or accrued against the said Esso Fleet Card on, before or after ExxonMobil's and Abecha Pte Ltd's receipt of the Notification of Loss.

5.3 If any Esso Fleet Card reported lost or stolen shall be subsequently recovered, the said Esso Fleet Card shall not be used. Only a Replacement Esso Fleet Card issued by ExxonMobil may be used instead. The Principal Cardholder shall immediately notify ExxonMobil and Abecha Pte Ltd in writing of the recovery of the original Esso Fleet Card and return such card to Abecha Pte Ltd.

6. TERMINATION OF CARD

6.1 This Agreement or any Esso Fleet Card, as applicable, may be terminated, revoked or cancelled as follows:

(a) by ExxonMobil or Abecha Pte Ltd at any time without prior notice, with or without cause;

(b) by the Principal Cardholder giving Abecha Pte Ltd seven (7) days prior written notice, requesting the cancellation of this Agreement or any Esso Fleet Card(s)

6.2 Either of ExxonMobil or Abecha Pte Ltd may also, at any time, suspend the use of any Esso Fleet Card with or without prior notice and for such period as ExxonMobil or Abecha Pte Ltd (as the case may be) may, in its absolute discretion, think fit.

6.3 The termination, cancellation, suspension or revocation of the Principal Cardholder's Esso Fleet Card pursuant to the provisions of this Agreement shall be deemed to be a termination, cancellation, suspension or revocation of this Agreement and of the Principal Cardholder's Esso Fleet Card Account, except as provided otherwise in this Clause 8.

6.4 The Principal Cardholder shall remain liable for all Charges, incurred in respect to any Esso Fleet Card after the termination, cancellation, revocation, suspension or request for cancellation of this Agreement or of any Esso Fleet Card.

6.5 On the effective date of termination, cancellation, or revocation of this Agreement, regardless of the reason thereof, the Principal Cardholder shall immediately settle in full all Charges incurred on the Esso Fleet Card(s) and shall return to Abecha Pte Ltd all the Esso Fleet Cards issued to the Principal Cardholder and all other Authorised Users. No termination, cancellation, suspension or revocation in accordance with this Agreement shall affect the Principal Cardholder's obligation and liability to effect full payment for any and all Charges and other amounts due to ExxonMobil or Abecha Pte Ltd under this Agreement.

6.6 The termination, cancellation, suspension or revocation of this Agreement or any Esso Fleet Card shall be without prejudice to ExxonMobil or Abecha Pte Ltd's rights in respect of any antecedent breach of the agreements and stipulations herein contained.

6.7 The Principal Cardholder agrees to indemnify and hold each of ExxonMobil and Abecha Pte Ltd harmless from any losses, damages or liabilities arising from any and all claims, actions, demands or liabilities arising from any and all claims, actions, demands, costs or expenses (including without limitation, legal fees on a full indemnity basis) of any nature whatsoever and however arising which ExxonMobil or Abecha Pte Ltd (as the case may be) may incur, sustain or suffer arising out of or relating to or in connection with the termination, cancellation, suspension or revocation of this Agreement and/or of any Esso Fleet Card.

7. DISCLOSURE OF CARDHOLDER INFORMATION

7.1. The Cardholder agrees and shall ensure and cause the Authorised Users to agree that Abecha Pte Ltd and ExxonMobil may disclose any information relating to the Cardholder or the Authorised User, including information relating to assets or liabilities, personal information or other information relating to the Esso Fleet Card and/or its associated Account, to any other person without reference to the Cardholder or the Authorised User."

7.2. The Cardholder agrees that each of ExxonMobil and Abecha Pte Ltd may disclose any information relating to the Cardholder, including his name, IC Number, his assets or liabilities and any other information relating to his Esso Fleet Card and/or Esso Fleet Card Account to any other person without reference to the Cardholder if ExxonMobil or Abecha Pte Ltd considers it in its interest to do so.

7.3. Abecha Pte Ltd will use any Abecha Pte Ltd or personal data it receives in connection with the Cardholder or Authorised User to create or update records held by Abecha Pte Ltd and its Affiliates relating to any matter(s), including, without limitation, for the purposes of keeping accounts and records, product supply and product market analysis, credit analysis and statistical compilation.

7.4. Abecha Pte Ltd may make enquiries at any time in relation to the Cardholder or Authorised User with third parties, including, without limitation, banks, credit reference agencies and other suppliers to the Cardholder or Authorised User, all or any of which may keep a record of Abecha Pte Ltd's enquiry whether or not credit is granted. Whether or not credit is granted, and where an application for credit is in the process of being considered, Abecha Pte Ltd may also disclose details about the Account. Abecha Pte Ltd will use its reasonable endeavours to ensure that details about the Cardholder or Authorised User which are held by Abecha Pte Ltd will not be accessible by third parties outside ExxonMobil or its Affiliates, agents or contractors.

7.5. For the purposes of this Section, references to "Cardholder" shall be deemed to include (but without limitation) its officers, employees, contractors and agents in relation to

which Abecha Pte Ltd receives personal data arising out of or in connection with the Cardholder's or Authorised User's dealings with Abecha Pte Ltd or its Affiliates. The Cardholder or Authorised User confirms that it has and will maintain appropriate signed consents from such parties (including the Authorised Users) entitling the Cardholder to pass to ExxonMobil any personal data about such parties that is given to Abecha Pte Ltd.

8. REPLACEMENT OF CARD

8.1 Neither ExxonMobil nor Abecha Pte Ltd shall have any obligation to issue or cause to be issued any Esso Fleet Card or any Replacement Esso Fleet Card to any Authorised User, such issuances being at the discretion of ExxonMobil and Abecha Pte Ltd, and governed by the Abecha Pte Ltd - ExxonMobil Agreement.

9. LIMITATION OF RIGHTS

9.1 The Principal Cardholder acknowledges and agrees that each of the Esso Fleet Cards issued pursuant to this Agreement are and shall remain the property of ExxonMobil. In accordance with the rights as extended in the Abecha Pte Ltd- ExxonMobil Agreement, each of ExxonMobil and Abecha Pte Ltd may, at any time and from time to time without prior notice and at its sole discretion, revoke or suspend the right of any Authorised User to use any Esso Fleet Card in its entirety or any other aspect of the Esso Fleet Card. Upon the revocation of the right to use any Esso Fleet Card, the Principal Cardholder shall immediately return such Esso Fleet Card to Abecha Pte Ltd. Each of ExxonMobil and Abecha Pte Ltd further reserves the right to limit or restrict the Cardholder's right to use the Esso Fleet Card in any manner whatsoever which ExxonMobil or Abecha Pte Ltd (as the case may be) in its discretion thinks fit (including but not limited to limitations or restrictions as to frequency of use).

10. AMENDMENTS OF TERMS AND CONDITIONS

10.1 Each of ExxonMobil and Abecha Pte Ltd may, at any time and from time to time, amend any of the provisions of this Agreement by giving to the Principal Cardholder written notice (in such manner as Abecha Pte Ltd may see fit) of any amendments proposed shall take effect twenty one (21) days after the date of the said notice of amendment and the Principal Cardholder shall be deemed to have accepted and agreed to such amendment without reservation unless ExxonMobil or Abecha Pte Ltd (as the case may be) shall have received the Principal Cardholder's written notice of termination of this Agreement prior to the effective date of such amendment. Notice by Abecha Pte Ltd is

deemed to have been served to the Principal Cardholder by way of any one or more of the following: ordinary mail, email, and public forum, including but not limited to advertisements in the local newspapers. Provided always that neither of ExxonMobil nor Abecha Pte Ltd shall have the right to amend any of the provisions of this Agreement as aforesaid if such amendment affects or modifies any of the rights and/or obligations of the other.

11. OTHERS

11.1 Abecha Pte Ltd may, by giving at least one (1) week's prior written notice, impose a charge for the use of each of the Esso Fleet Cards.

11.2 The Principal 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. Without prejudice to the Abecha Pte Ltd - ExxonMobil Agreement, each of ExxonMobil and Abecha Pte Ltd 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.

11.3 Each of ExxonMobil and Abecha Pte Ltd may, 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 Principal Cardholder and/or any other Authorised User of any of the terms or conditions herein contained and any modification thereof but without prejudice to its powers, rights and remedies for enforcement thereof. PROVIDED ALWAYS THAT:

(a) no neglect or forbearance of Abecha Pte Ltd or ExxonMobil to require and enforce payment of any monies hereunder or the performance and observances of any terms or conditions herein contained nor any time which may be given to the Principal Cardholder or any other Authorised User shall in any way prejudice or affect any of the rights, powers or remedies of Abecha Pte Ltd or ExxonMobil at any time afterwards to act strictly in accordance with the provisions thereof; and

(b) no such waiver of any such breach as aforesaid shall prejudice the rights of Abecha Pte Ltd or ExxonMobil in respect of any of the terms or conditions aforesaid.

11.4 Any statement or notice sent by Abecha Pte Ltd or ExxonMobil under this Agreement shall be deemed to have been received by the Principal Cardholder on the date following the date of its posting by ordinary mail or email to the address set forth on the Principal Cardholder's application or such other address of which Abecha Pte Ltd shall have received notice in writing addressed to Abecha Pte Ltd 1 Changi Business

Park Crescent #02-17 Plaza 8 @CBP, Podium C Singapore 486025 (Attention: Abecha and Esso Card Customer Service Centre).

- 11.5 This Agreement shall constitute the entire obligations of ExxonMobil, Abecha Pte Ltd and the Principal Cardholder with respect to the subject matter hereof and shall supersede any and all prior and contemporaneous agreements and expressions of intent or understanding in respect thereto.
- 11.6 In case any provision in this Agreement shall be or at any time shall become invalid, illegal or unenforceable in any respect under law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.
- 11.7 These Terms & Conditions (or the provision herein) shall survive the termination or cancellation of the Esso Fleet Card and/or Esso Fleet Card Account for any cause whatsoever.
- 11.8 This Agreement and all matters arising out of the issuance or use of the Esso Fleet Cards are subject to the laws of Singapore.