

By obtaining and using Mobil Fleet Cards, the Company and Persons named on the Fleet Cards hereby agree as follows:

- (A) that they are authorized to represent the company and have requested that an account be opened in the name of the company,
- (B) have requested that Card(s) be issued on that account as indicated on this application and other written requests,
- (C) authorize the receipt and exchange of credit information on the company and the Authorizing Officer,
- (D) agree to be liable for all charges to the Card Account
- (E) unless otherwise specified, agree to pay for the account through a monthly direct debit to a specified bank account,
- (F) agree to be bound by the terms and conditions of the agreement(s) governing the use of the Card(s), which may be amended from time to time, and
- (G) Mobil has the right to require furnishing of other financial security or collateral acceptable to Mobil for further deliveries (including orders pending). Such financial security or collateral shall include but is not limited to a bank guarantee or a standby letter of credit

Company Acceptance of the Terms & Conditions

Continued use of Company Card(s) signifies Company agreement to these Terms & Conditions. If Company do not agree with the Terms & Conditions, Company should discontinue the use of Company Card(s).

DISCLOSURE

Billing Period: The Mobil Fleet Card Billing Period is at the end of each month.

Payment Due Date: Direct Debit payment will be processed on the due date of each billing statement. Company may not defer these charges. If there are insufficient funds in the specified account at the time we process the direct debit, Company will be notified and Company account will be suspended.

Payment for charges on Company Mobil Fleet Card monthly billing statement is due in full not later than the last business day of the month following the Billing Period.

Late Payment Fee: If the amount due on Company monthly billing statement is not paid by the Payment Due Date, a Late Payment Fee of 18% per annum or 1.5% per month, or the maximum allowed by law, if lesser, will be applied on the entire unpaid balance on all of the following,

- (A) Company Mobil Fleet Card account,
- (B) the unpaid late payment fees,
- (C) any unpaid bank charges as a result of acceptance of Company payment,
- (D) and, any unpaid fees resulting from referral of Company account to a collection agency or attorney for collections.
- (E) A service charge of \$50.00 will be assessed for any returned items or direct debit requests which are rejected.

Unless we are notified in writing of specific card restrictions, Company cards will be allowed to purchase the full range of products sold at Mobil Fleet Card participating locations. Although we are not obligated to do so, we may from time to time implement standard restrictions necessary to prevent possible card fraud. We may also suspend usage of Company card(s) if Company or Company cardholders do not comply with the terms of this agreement. Company accept responsibility for ensuring Company cardholders, (a) use Mobil Fleet Cards assigned to Company account in accordance with the terms of this agreement, and (b) are instructed to cooperate with Mobil Fleet Card operators if restrictions are placed on Company account or cards.

At the time of transaction, Company cardholders are provided with a Mobil Fleet Card receipt. If Company require copies of receipts to pay charges on Company account, Company agree to obtain these copies from Company cardholders directly. If Company require our assistance in obtaining copies of receipts from Mobil Fleet Card participating locations, we may charge Company a fee to obtain these receipts. Company agree to notify us in writing within thirty (30) days from billing date if any errors occur on Company account statement, otherwise Company must pay all charges in full.

The above disclosures are accurate as of 19 December 2019 but Mobil reserves the right to update from time to time with notice. These terms and conditions are posted on Mobil’s website – www.mobilcardonline-guam.com.

1. Definitions. The below words have the following meanings:

“Agreement” means this Mobil Oil Guam Inc. Fleet Card Agreement.
“Business Day” means any day other than a Saturday, Sunday or other day on which banking institutions in Guam are generally authorized or required by law or executive order to close.

“Controls” are a set of authorization tools designed to assist Company with managing purchases of Motor Fuels.

“Company” means the corporation, partnership, limited liability company, proprietorship or other business entity that has applied for, or accepted a Fleet Card with Mobil.

“Fleet Card” means a card provided by Mobil which is used to purchase Motor Fuels.

“Mobil” means Mobil Oil Guam Inc., a Guam corporation.

“Motor Fuel” means gasoline and diesel fuel.

“Transaction” means the use of a Fleet Card to buy Motor Fuels and/or other service station items at Mobil Service Stations in Guam.

“Unauthorized Transaction” means a Transaction made on a Fleet Card by any person or entity other than an Account User.

“User” means Company or any other entity or individual authorized by Company to use Accounts or Cards.

2. Limits and Accounts.

2.1. Mobil may at any time, investigate the financial condition of Company or, as applicable, its subsidiaries and affiliates. If requested, Company agrees to furnish Mobil copies of its official and finalized financial statements, as well as other applicable financial information, as soon as available, but no later than 120 days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year over year and shall be in accordance with the books and records of Company.

2.2. Account Users can make purchases on the Account up to the limit that is assigned by Mobil. Mobil may change the limit of an Account User or the Company without prior notice. Mobil will use its best efforts to provide advance notice of any changes to the limit. If Mobil permits or has previously permitted Company to exceed its limit, it does not mean that Mobil will permit Company to exceed its limit again.

2.3. Mobil may suspend an Account or refuse to authorize any Transaction in its sole discretion and specifically in the event that: (i) any balance is past due; and/or (ii) the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the limit. Company shall, immediately upon request, pay the amount over the limit and any associated fees or the entire balance due on the Account. Nothing contained in this Agreement prevents Company or an Account User from requesting an increase or decrease of the limit.

2.4. Company shall designate its Account Users as well as those contacts authorized to: (i) provide Mobil with the information necessary to establish and maintain Account(s) and Cards; (ii) provide vehicle, driver and other information; (iii) receive all Account numbers, Cards or reports; (iv) receive other Account information; and (v) select additional products and/or services that may be offered. Company will provide notice of any change or removal of any contact or Account User either in writing, email, by telephoning Mobil’s customer service department, or through Mobil’s online system. Company remains liable for any unauthorized use until Mobil receives notice of any change in or removal of any Account User or contact. Mobil is authorized to take instruction from any Account User or contact with apparent authority to act on Company’s behalf. Unless Company reports any errors in Account information or Cards, Mobil is entitled to rely on that information for servicing the Account.

2.5. Company is responsible for notifying Mobil of any revocation of any Account User’s authority to use or access its Accounts or Cards and Company shall remain liable for any charges made by an Account User until notice of revocation of authority is received by Mobil. Company agrees that use of a Card is deemed authorized use of the Account. Company assumes all risk if Company chooses to leave a Card at an accepting location for use by its drivers or Account Users and as such, agrees to pay for all charges made with that Card or on that Account.

3. Controls. Company may request that Controls be applied to its Account(s).

3.1. Some Controls may not be enforceable at dispenser pay at the pump card readers due to equipment restrictions at the location.

3.2. Mobil may, in its sole discretion and/or without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Mobil may apply default controls on its portfolio of accounts. It is Company’s obligation to review the account set-up for all cards based on their individual purchasing needs. Any levels set by Mobil are not intended as a guarantee of no fraudulent activity, but are set at levels to help minimize losses should inappropriate use occur, either by an authorized user or a third party. Company agrees it is responsible for reviewing fraud control data provided by Mobil for the purpose of detecting fraud that may occur within Control parameters.

3.3 Default Control values are modified through the online portal. More detailed information related to Controls and their limitations is available online. Mobil is not responsible for the prudence of any particular Control level selected by Company. Mobil shall use reasonable efforts to deny

requests for Transaction authorizations that fall outside the selected Control parameters. Company remains responsible for payment in full of Transactions which fall outside of the Control parameters selected, if such Transactions are made with a valid Card and are processed by Mobil. The existence and/or use of Controls will not affect Company's liability for Unauthorized Transactions in certain circumstances and is more fully described in the guidance information provided when Company make Company Control elections. Only transactions submitted for authorization are subject to Controls.

3.4 If Company require assistance in obtaining a copy of Company receipts we may charge Company a fee to obtain these receipts.

4. Reports and Other Product Features.

4.1. Mobil provides transaction data for each Account to the Company. Company is responsible for reconciling that data. Company understands that in the event an error is identified in a report, Company is still liable for the Transaction, but may follow the dispute process to obtain clarifying information.

5. Payment Promise.

5.1. Company agrees to pay and/or perform: (i) all amounts payable for Transactions on each Card or Account; (ii) any and all costs (including reasonable attorneys' fees) incurred in enforcing Company's obligations in this Agreement; and (iii) all obligations, covenants, and warranties in this Agreement.

5.2. Unless otherwise set forth in writing, payment is due and payable in full from the billing due date appearing on the invoice. If the payment due date falls on a non-Business Day, payment is due on the Business Day before the payment due date. Some customers, based upon Mobil's credit review may be required to make payment more frequently or Company may elect a shorter billing or payment cycle. These customers will receive alternate terms in writing.

5.3. Each Guarantor signing the application and/or this Agreement, unconditionally, jointly, and severally guarantees the full and prompt payment of all amounts due and owing at any time in connection with this Agreement. Guarantor hereby waives claims and defenses based on principles of surety ship or other applicable law as a guarantor. Each Guarantor agrees to comply with the notification procedures regarding disputes, lost or stolen Cards, and unauthorized use of Cards.

6. **Default Charges.** Upon payment default, interest will accrue on the outstanding principal sum at the rate of 18 % per annum or 1.5% per month.

7. **Application of Payments and Early Payments.** Payments will be applied first of unpaid late fees and then to any unpaid balances. Company or an Account User, as applicable, may pay their Account balance or a portion of it, at any time prior to its due date without penalty.

8. **Notice of Loss, Theft or Unauthorized Use.** In the event that Company or an Account User knows of or suspects the loss, theft or possible unauthorized use of a Card or Account or if Company would like to terminate an Account User, Mobil must be notified between the hours of 8 a.m. to 5 p.m. Guam time during Monday to Friday by calling 1877-254-1331 or email to customer_guam@mobilcard.com where they will acknowledge receipt of Company email.

9. Unauthorized Use and Unauthorized Transactions.

9.1. Except as otherwise expressly provided below, Company will be liable to Mobil for all unauthorized use or Unauthorized Transactions that occur if: (i) a Card is lost or stolen and Company does not give immediate notice to Mobil as provided in Section 8 of this Agreement; ii) such use or suspected use occurs as a result of the Company's lack of reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 2 and 3 of this Agreement; or (iii) such use results in a benefit, directly or indirectly, to the Company or Account User. Misuse as defined by Company internal Company policy by an Account User or other employee does not constitute fraud, unauthorized use, or an Unauthorized Transaction.

10. Term and Termination.

10.1. This Agreement is effective for a term of one year commencing on the date Mobil approves Company's application and is automatically renewed each year thereafter unless either party gives written notice to terminate or if the Company elects not to use the account for 180 days, Mobil may decide to terminate the Company's account at its sole discretion. Upon termination Company is still obligated to pay for all Transactions made prior to the effective date of the termination and destroy all Fleet Cards. Company may retain a copy of any records or Account information for archival or data retention purposes.

11. Default.

11.1. A party to this Agreement may terminate this Agreement at any time upon the default of the other party. "Default" means: (i) the failure of the Company to remit payment to Mobil in accordance with the terms of this Agreement; (ii) the breach by either party of this Agreement, provided the breach is not remedied within 30 business days of the defaulting party's receipt of written notice from the other party specifying the breach; (iii) the representation or warranty by either party of any facts in connection with this Agreement that prove to have been materially incorrect or misleading when the representation or warranty was made; (iv) the filing by or against either party of any petition in bankruptcy, insolvency, receivership, or reorganization or pursuant to any other debtor relief law or the entry of any order appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of either party; (v) the insolvency, dissolution, reorganization, assignment for the benefit of creditors or any other material adverse change in the financial condition of either party; (vi) the entry of any adverse judgment, order or award against either party that has a material adverse impact on the financial condition of either party or a detrimental effect on the ability of either party to perform its obligations; or (vii) the default by Company under any other agreement between Company and Mobil.

11.2. If Company Defaults: (i) it will not have any further right to use the Cards or the Accounts; (ii) all outstanding amounts under the Accounts are immediately due and payable; (iii) Mobil may terminate this Agreement; and (iv) Mobil will have the right to bring suit and exercise all rights and remedies available under applicable law which may include the payment of all reasonable costs of collection.

12. Force Majeure.

No liability shall result to either Seller or Buyer from delay in performance or nonperformance in whole or in part under this Agreement (except for payment obligations) where the delay or failure results from any causes beyond its reasonable control, including, but not limited to, acts of God, fire, flood, war or terrorist activity or threat thereof, accident, explosion, breakdowns or labor trouble, embargoes or other import or export restrictions, acts of the public enemy, sabotage, diminishment or failure of power, telecommunications, data systems, or networks, any shortage, or crude petroleum or other feedstocks from which Products are derived, or good faith compliance with any regulation, direction, or request, whether valid or invalid, made by any governmental authority or person purporting to act therefor. The party invoking the force majeure will (i) notify the other party as soon as reasonably practicable, (ii) make commercially reasonable efforts to mitigate the impact of the cause of non-performance and remedy the same, and (iii) resume performance under this Agreement as soon as this cause has gone, the other party being released from its contractual obligations until such time. Notwithstanding any other notice requirement in this Agreement, actual notice (e.g., phone, email, letter) to a counterparty of a delay or failure described in this provision will constitute effective notice for purposes of this provision.

13. **Allocation.** Regardless of the occurrence or non-occurrence of the circumstances described in Section 12, if in Mobil's reasonable opinion there is, or may be, such shortage of supply of any Product at any of its present or future regular sources of supply that Mobil is, or may be, unable to meet the total demand for the Product then Mobil shall have the option during such curtailment or cessation of supply to apportion on a fair and reasonable basis according to its own discretion among its customers such Product as is then available to Mobil and the Cardholder and Authorized User shall accept such reduced allocation in satisfaction of Mobil's obligation to supply the Product hereunder and the Cardholder and Authorized User shall, during the period of curtailment or cessation, be at liberty to purchase from any other supplier the shortfall. Mobil shall not be required to make up any supplies omitted by reason of any the causes referred to in this Section.

14. **Title and Risk of Motor Fuel; Warranties.** Title to and risk of loss of or damage to the Motor Fuels shall pass to the Company or User upon filling and/or loading of the Products into the vehicles at the service stations. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR ANY PURPOSE OR OTHERWISE, EXCEPT THAT THE MOTOR FUELS SOLD SHALL MEET THE SPECIFICATIONS OF MOBIL. THE CARDHOLDER AGREES THE SPECIFICATIONS MAY BE CHANGED BY MOBIL FROM TIME TO TIME.**

15. Business Practices/ Ethics / Compliance with Laws

15.1 **Business standards** – Company shall establish precautions to prevent its employees or subcontractors or Users from making, receiving, providing or offering any substantial gifts, extravagant entertainment, payments, loans, or other considerations to the employees of Mobil or its Affiliates and/or their families and/or Station Operators and/or third parties in connection with this Agreement.

15.2 Compliance with law - Company and Users each agree to comply with all applicable laws, regulations and orders in performance of its obligations under the Agreement.

15.3 Notice of non-compliance - Company agrees to notify Mobil promptly upon discovery of any instance where Company or Users fails to comply with this Section. If Company discovers or is advised of any errors or exceptions related to its invoicing under this Agreement, Mobil and Company will together review the nature of the errors or exceptions, and Company will, if appropriate, promptly take corrective action that is necessary on its part and adjust the relevant invoice or refund overpayments

15.4 Accuracy of records - Company agrees that all financial settlements, billings and reports rendered to Mobil or its representative shall reflect properly the facts about all activities and transactions handled for Mobil's account, which data may be relied upon as being complete and accurate in any further recordings and reporting made by Mobil or its representatives for whatever purpose. The Company shall ensure that it has for the duration of the term of the Agreement, all relevant licenses, permits or approvals as may be necessary or desirable in connection with the Agreement.

16. Trademark. The Company shall neither use nor have the right to use, in any fashion, the trademarks, trade names, brand names or any other identification of Mobil or its Affiliates in the Company's or Authorized User's use of the Product received or use of the Fleet Card under this Agreement. Any violation of the provisions of this Section by the Company or Authorized User shall give Mobil the right to immediately terminate this Agreement without limitation to any other remedies available to Mobil at law. Mobil acknowledges that injunctive relief is essential for the remedy of any violation of this Section by the Company or Authorized User.

17. Audit. During the term of this Agreement and for three (3) years after termination thereof, the Company shall maintain and preserve, in accordance with generally accepted accounting practices, accurate documentation and data (including but not limited to written and electronic records, books of account, correspondence, plans, memoranda, receipts, and documentation of related systems and controls) relating to the transactions under this Agreement. At any time during normal business hours, Company shall permit employees and agents of Mobil to have access to Company's or User's offices and work locations to examine and/or reproduce such documentation and data and to interview Company's personnel and Users in connection therewith, as necessary for Mobil to verify compliance with the terms and conditions of this Agreement.

18. Assignment and Amendment.

18.1. Company may not assign this Agreement or any interest, payment or rights under this Agreement for any reason, without Mobil's prior written consent. Mobil may, in its sole discretion, assign this Agreement and its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The person or entity(ies) to whom Mobil makes any assignment is entitled to all of Mobil's rights under this Agreement, to the extent that those rights were assigned.

18.2. Company agree that Mobil may change the rates, charges, and other terms of this Agreement (including our Fee Schedule), as well as introduce new terms and fees (such as delinquency charges, insufficient funds charges and supplemental processing fees) when permitted under applicable law. Any such amendments will apply to the then existing balance of Company's account to the extent permitted or required by applicable law.

19. Covenants.

19.1. The parties represent and warrant that this Agreement constitutes the legal, valid, binding, and enforceable agreement of each party, and its execution and performance of this Agreement: (i) does not constitute a breach of any agreement of either party with any other party, or of any duty arising in law or equity; (ii) does not violate any law, rule or regulation applicable to it; (iii) is within the party's corporate powers; and (iv) has been authorized by all necessary corporate action of the parties. Company agrees to provide any evidence of corporate (or other organizational) existence and authorization that Mobil may reasonably request.

19.2. Company will provide Mobil with advance written notice of: (i) any change in Company's legal structure or legal name; (ii) any consolidation, merger or sale of a substantial part of Company's assets; or (iii) any change of control of Company. Mobil reserves the right to make any necessary modifications to the Account terms based upon changes made by Company as referenced above.

19.3. As part of Mobil's commitment to customer service, its managers periodically will monitor telephone communications between its employees and its customers to ensure that high quality service standards are maintained. Company consents to that monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Mobil's representatives that periodic monitoring of conversations will occur.

20. Severability and Waivers. If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties. Failure of either party to exercise any of its rights under this Agreement in a particular instance will not be construed as a waiver of those rights or any other rights for any other purpose. The parties agree voluntarily, intentionally and irrevocably to waive all right to trial by jury in any proceeding instituted in any court, arising out of this Agreement, Company's application for credit, or any related documents. Company waives personal service of process in connection with any action or proceeding commenced by Mobil in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Mobil's records.

21. Disclaimers and Limitations.

21.1. Mobil is not liable for any loss sustained by any party resulting from any act, omission or failure to act by Mobil, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement, or otherwise, unless the loss is caused by Mobil's gross negligence or willful misconduct. Mobil's liability under this Agreement shall be limited to actual damages incurred by Company as a direct result of Mobil's gross negligence or willful misconduct. In no event will either party be liable for incidental, special, consequential or punitive damages and, any right or claim to either is expressly and unconditionally waived.

21.2. Company acknowledges and agrees that Mobil is not liable to Company for any loss, liability or damages company suffers which result from, are related to, or in any way are connected with any fraud control or purchase restriction measures Mobil elects to implement from time to time, unless such loss, liability or damage is a direct result of Mobil's gross negligence or willful misconduct in implementing fraud control or purchase restriction measures Mobil has expressly agreed in writing to undertake for Company.

22. Applicable and Conflicting Law.

22.1. This Agreement is governed by and construed in accordance with federal law and the laws of Guam (without reference to choice of law rules). Each party waives any objection to venue and any objection based on forum non conveniens in any such court.

22.2. Changes in Law: In the event that there is a change in applicable law deemed by Mobil to be material to the administration of the program, Mobil may seek to renegotiate the terms, including, but not limited to, the financial terms of this Agreement. The Company shall have no obligation to renegotiate such terms; provided, that if the parties cannot agree on an adjustment of such terms, then Mobil may, at its option: (i) allow this Agreement to remain in effect without any such adjustment; or (ii) terminate this Agreement upon written notice to the Company.

22.3. If either party is notified by a Guam or federal regulatory body that any aspect of the services provided by Mobil or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected party shall give the other party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected party is unable to perform due to the notice given by the state or federal regulatory body.

23. Notices. Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate party at the address set forth in the application for credit or at such other address as the parties may indicate from time to time. In addition to the notice methods provided above, the parties agree that a communication: (i) by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or (ii) by e-mail to or from an address normally used by an Account User for business communications shall be considered to be a "writing" and to be "signed" by the party transmitting it for all purposes. The parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The parties agree that a photocopy or printed copy of a facsimile or e-mail constitutes the "best evidence" and an "original" of such a writing.

24. Confidentiality. All information furnished by either party or by any affiliate of Mobil in connection with this Agreement will be kept confidential

(and will be used by the other party only in connection with this Agreement), except to the extent that the information: (i) is already lawfully known when received; (ii) becomes lawfully obtainable from other sources; (iii) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; or (iv) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other party to take legal action to prevent the disclosure. Nothing in this section or this Agreement prohibits Mobil from providing any information to its affiliates or third-party servicers in connection with the operation and maintenance of Mobil's Card program, and Company expressly agrees to these disclosures and use of information, provided that such affiliates and third party servicers agree to maintain the information confidentially and not disclose it to any other parties without Mobil's authorization. In addition, Company agrees and understands that transaction information may be provided to merchants who have accepted the Card as payment for goods and services purchased by Company.

25. Relationship of the Parties. Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Mobil and Company. To the extent that either party undertakes or performs any duty for itself or for the other party as required by this Agreement, the party shall be construed to be acting as an independent contractor and not as a partner, joint venturer, or agent for the other party.

26. Discounts/Rebates. Company may be offered discounts and/or rebates by participating in this card program from time to time. Such discounts and/or rebates may be suspended, modified or discontinued at any time without prior notice and may not be applicable to all fuel types. In addition, certain conditions in order to earn or receive the rebate or discount such as but not limited to maintaining Company account in good standing will apply and be provided to Company when such offers are made.

Fee Schedule
Company use of Company Account indicates Company acceptance of this Mobil Fleet Card Account Agreement and this schedule of fees and charges.

Returned Payment Fee \$50.00

If Company has any questions about any of the above, please call Customer Service Hotline at 1-877-254-1331 during Monday to Friday except Holidays. Hours of Operation from 8:00AM – 5:00PM Chamorro Standard Time.

Company may also send email to customer_guam@mobilcard.com