

GENERAL TERMS AND CONDITIONS FOR Q8 LIBERTY CARDS

These General Terms and Conditions govern the rights, obligations and the responsibilities of the Parties with regard to the provision and the use of Cards and the provision and purchase of Products.

These General Terms and Conditions, together with the Online Application form, the Participation confirmation and the possible Special Conditions constitute the Contract which is or will be entered into between the Participant and KPB with regard to the above. The Contract replaces all prior written or verbal communications, representations and understandings with respect to the subject matter of the Contract. The general and/or special conditions of the Participant are not applicable to this Contract, notwithstanding any other provision to the contrary. Without prejudice to clause 17 (Variations), the Contract can only be modified by written mutual agreement of both Parties.

By accepting (by means of ticking the applicable box) the General Terms and Conditions during the completion of the Online Application form, and/or by using a Card in any way whatsoever, the Participant confirms explicitly to have read, understood and accepted this Contract and to respect it. If Mobile Fueling was not chosen at the start of the Contract, the relevant clauses on this matter apply as soon as this option is opened by the Participant.

Cards can only be applied for and used for professional reasons. Consumers are not allowed to apply for and /or use Cards.

1. Definitions

In the Contract, the capitalized terms and expressions shall have the following meanings except when it would appear from the context of a specific provision that this meaning cannot be applicable in the said provision:

"Application confirmation":	the email confirming receipt of the application sent by KPB, which includes a finalized application form completed with the specifications as chosen by the Participant and the applicable rebates which the Participant needs to activate by clicking on the link provided in such email;
"Card":	the KPB or a member of the Kuwait Petroleum Group issued card with the name "Q8 Liberty Card", provided for the purpose of making purchases by the Participant;
"Cardholder":	the Participant and/or any person to whom the Participant has provided a Card and associated PIN code and to whom approval to use the Card is given;
"Card Limit":	the limits applied to a Card in terms of, for instance the volume of Product able to be purchased per transaction, the total volume of Product able to be purchased within a pre-determined period and/or the total number of transactions able to be carried out within a pre-determined period;
"Card-Stop List":	the list of lost, stolen or otherwise blocked cards;
"Contract":	the General Terms and Conditions with annexed Data Processing Addendum, the Online Application form, the Application confirmation, the Participation confirmation and possibly applicable Special Conditions;
"Credit Limit"	the maximum amount Products can be purchased by the Participant;
"Data Processing Addendum"	the annex referred to in clause 14 below and annexed to these General Terms and Conditions forming an integral part of the Contract which describes the data processing obligations of KPB in its processor role of limited personal data of certain Cardholders in accordance with the General Data Protection Regulation;
"Documentation":	online and/or paper information which is provided, at regular times, by KPB to the Participant and/or cardholders and which includes more information in terms of the application and the use of the Card by the Participant and/or the Cardholders;
"E-invoice":	an invoice which has been issued and sent in an electronic format as chosen by KPB;

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"E-invoicing":	providing an E-invoice via electronic means;
"Estimated Annual Volume":	the fuel volume which the Participant expects to purchase within a period of one (1) year, as indicated on the Online Application form;
"General Terms and Conditions":	this document entitled "General Terms and Conditions for Q8 Liberty Cards" and its annexed Data Processing Addendum;
"KPB":	Kuwait Petroleum (Belgium) N.V., with registered office at Brusselstraat 59, box 1, B- 2018 Antwerpen, RLP Antwerp (division Antwerp), VAT BE 0404.584.525;
"KPL":	Kuwait Petroleum (Luxembourg) SA, with registered office at Rue de l'Industrie 12, L- 8069 Bertrange, RCS Luxemburg B49456, VAT LU 16241579);
"KPN":	Kuwait Petroleum (Nederland) BV, with registered office at Schenkade 50, NL-2595 AR Den Haag, KvK 24025263, VAT NL 001250590B01;
"Kuwait Petroleum Group":	any legal entity or the group of legal entities directly or indirectly controlled by Kuwait Petroleum Europe B.V.;
"Means of Acces":	the User name and Password;
"Mobile Fueling":	option for an existing Cardholder, subject to the consent of the Participant, to enroll the Q8 Liberty card digitally in the previously downloaded Q8 smiles app on 1 (one) smartphone in order to enable digital authentication to refuel at Q8 stations in Belgium during an initial phase, possibly extendable to other countries in the future. The use of a physical Card remains possible. Mobile Fueling is therefore merely a parallel digital authentication option.
"Online Application form":	the online form provided by KPB via http://q8liberty.q8.be , in order to enable potential Participants to order the Card;
"Online Services":	services provided to the Participants via Q8 Liberty Web;
"Participant":	the company or an individual acting in a business capacity, mentioned on the Online Application form;
"Participation confirmation":	the confirmation by KPB that it has accepted the application to obtain a Card by a potential Participant and the notification that the fuel card(s) is being produced;
"Party" or "Parties":	KPB and/or the Participant, as applicable;
"Password":	the password of a Participant required for connection to and use of the Q8 Liberty Web;
"PIN code":	the personal identification number unique to each Card that, for security purposes, is issued by an independent third party to the Participant, for subsequent distribution to the Cardholders;
"Product":	Product categories or services such as fuel, lubricants, carwash and/or shop goods as mentioned by the Participant on the Online Application form;
"PTI":	the abbreviation for "payment terminal inside", being the electronic payment and fuel card terminal inside the shop of a Sales point at which payment and fuel cards can be read;
"PTO":	the abbreviation for "payment terminal outside" being the electronic payment and fuel card terminal on the forecourt of a Sales point at which payment and fuel cards can be read;
"Q8 Liberty Card Support":	the customer service of Q8 Liberty with the following contact details: Address: Brusselstraat 59, box 1, B-2018 Antwerp; Email: cardsupport@q8.be ; Tel: 0032

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(0)3 2413730; Fax: 0032 (0)3 2413531

"Q8 Liberty Web":	Online platform on which the Participant can manage the Cards and control the transactions;
"Rebate":	the discount granted to the Participant as determined in the Application confirmation;
"Sales point":	a point of sales where the Q8 Liberty Card can be used by the Cardholder with a view to purchase Products. The list of Sales points is available on the Website;
"Security":	a bank guarantee, a (parent) guarantee or any other form of financial security in a form accepted by KPB;
"Security code":	a unique six-figure code, to be treated as confidential, with a limited validity period, required along with other elements to enroll the Q8 Liberty card in the Q8 smiles app and which must be applied for via the Q8 Liberty Web or the Participant's fleet manager to enable Mobile Fueling. This code can only be used once to register the Q8 Liberty card in the Q8 smiles app on one smartphone.
"Special Conditions":	the additional, complementary or deviating conditions agreed between the Parties and which form part of the Contract;
"Unlocking":	the screen of the smartphone for Mobile Fueling must be set with a locking screen that can be unlocked using a PIN code, fingerprint or face recognition. Mobile Fueling is not possible if the locking screen is not activated in the smartphone.
"User name":	the identification code of a Participant necessary to use the Online Services;
"Website":	http://q8liberty.q8.be

2. Participation

- 2.1. In order to apply for one or more Cards for solely professional use, an Online Application form needs to be filled in correctly and completely by the potential Participant. After completion and sending the Online Application form, the Participant needs to activate the application by clicking on the link in the activation email sent to the potential Participant at the by the potential Participant specified email address. Applications in any form other than the Online Application form will not be dealt with, unless KPB decides otherwise. KPB reserves the right to, at its discretion and without having to provide any reason, refuse an application for one or more Cards, or make the receipt and use of Cards subject to certain conditions (such as but not limited to the provision of Securities or direct debit mandates, etc.).
- 2.2. The Contract between the Participant and KPB comes into existence at the moment that the Participation confirmation is sent. The Mobile Fueling option is activated as soon as this is opened by the Participant and once the Card has been digitally enrolled in the Q8 smiles app on (1) one smartphone.
- 2.3. The Card(s) will include the relevant data as indicated in the Documentation) based on the information provided in the Online Application form. A PIN code is issued per Card to the Participant and is sent separately. Cards and PIN codes are only dispatched to the registered office of the Participant, as specified on the Online Application form. The Participant acknowledges and accepts that KPB and its employees have no knowledge of the PIN codes, which are produced and sent by a third party. The risk in respect to the Cards and PIN codes shall transfer to the Participant from the moment they there are dispatched by the third party. The Participant is responsible for making sure that the Cards and PIN codes are handled in a secure manner so as to reduce the risk of fraud (for which the Participant is solely liable). These Card PIN codes do not apply for Mobile Fueling, for which smartphone Unlocking must be used, namely the smartphone PIN code, a fingerprint or face recognition, depending on the settings of the smartphone used, and known only to the Cardholder.
- 2.4. If the Participant wishes to request additional Cards, to the Participant must contact Q8 Liberty Card Support or make a request via Q8 Liberty Web. KPB reserves the right to, at its discretion and without having to provide any reason, (i) grant the request; (ii) grant the request conditional upon receipt of additional Securities (in an amount determined by KPB) and/or any other conditions; or (iii) decline the request (for instance if the Participant refuses to provide additional Securities or refuses to comply with

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other conditions).

- 2.5. For purchases of Products from Sales points in Belgium, respectively the Netherlands and the Grand Duchy of Luxemburg, KPB is acting as the seller. In the Netherlands and the Grand Duchy of Luxemburg, KPB is registered for the VAT and KPN and KPL respectively act as fiscal representative of KPB. Invoicing is always done by KPB (or by a third party authorized by KPB) for transactions made via the Card in Sales points located respectively on the territory of the Netherlands and Luxemburg.
- 2.6. The Documentation describes to which information the Participant and/or Cardholders have access during the term of the Contract. The Documentation does not form part of the Contract and can be modified at any time by KPB without notice. The Participants and/or Cardholders are advised to regularly consult the Documentation in order to be up to date of any variations.

3. Rights and obligations of the Participant and the Cardholders

- 3.1. The Card allows the Participant and the Cardholders to purchase the Products specified by the Participant on the Online Application form and accepted by KPB at Sales points in Belgium or the Benelux, as applicable. The Card hereby operates as authentication-instrument. In an initial phase, digital authentication for Mobile Fueling using the Card enrolled in the Q8 smiles app will only enable fueling in Belgium; this may be extended to other countries later on. This digital authentication via the smartphone may only be carried out in the vehicle; outside the vehicle, the use of smartphones at filling stations remains forbidden. The Participant undertakes to respect this and guarantees that the Cardholders will comply with this obligation. The Participant is responsible for the costs related to Mobile Fueling, such as paying Wi-Fi connections, roaming costs, (mobile) data use costs, etc.
- 3.2. Except as provided in clause 12.3, and without prejudice to any rights of KPB under this Contract at law or otherwise, the Participant is liable to pay for all Products which were delivered using the Cards.
- 3.3. The Participant commits to and guarantees that the Cardholders are obliged to carefully store each provided Card. Cards shall not be left unattended in vehicles or elsewhere. The PIN code shall only be used by the Cardholder to whom it is supplied and shall not be disclosed to any other person. The PIN code shall be memorized by the Cardholder and shall not be kept by the Cardholder in any written form. This also applies for the smartphone unlocking code for Mobile Fueling.
- 3.4. The Participant is responsible towards KPB for making sure that no Card is put at risk of being counterfeited, adapted or duplicated in any way. Except as provided in clause 12.3 and without prejudice to any other remedies of KPB under the Contract, at law or otherwise, the Participant shall be liable to pay for all Purchases made with a counterfeited, adapted, or duplicated Card.
- 3.5. Each Cardholder shall be deemed to have been given authority to use the Card as a duly authorized representative of the Participant. In addition to the use of a physical Card, the Participant can also authorize the Cardholder to use the Mobile Fueling option alongside this by means of the digital enrolment of the Card in the Q8 smiles app on one (1) smartphone. To this end, the Participant will have to allow the Mobile Fueling option on the Q8 Liberty Web (www.q8libertyweb.com), have the Security code generated and pass this on confidentially to the Cardholder, who can supplement this information with the last six figures of the Card in order to be able to enroll the Card in the Q8 smiles app. For this option, the Cardholder will therefore have to register in the Q8 smiles loyalty program and download the Q8 smiles app beforehand. To be able to use the Mobile Fueling option, the Cardholder should activate location services on his smartphone. When using the Mobile Fueling option, the Cardholder will receive Smiles automatically for the liters of fuel purchased, as specified in the Q8 smiles program (1 liter = 1 Smile). The Participant is responsible for making sure that no Card remains in the possession of any person who is no longer authorized to use the Card and to this end will block the card (or have it blocked) so that the card is also rendered inactive for Mobile Fueling in the Q8 smiles app. The Participant is responsible for making sure that each Cardholder and User is informed of and complies with the Contract, and guarantees that the Cardholders shall so comply with the Contract. The Participant is liable for each breach of the Contract by a Cardholder.
- 3.6. The Participant shall pay to KPB a sum of 12,50 EURO per Card for administrative costs. If, for whatever reason, a Card and/or PIN code needs to be replaced, the same sum can be charged by KPB.
- 3.7. The Participant shall inform KPB immediately in writing of any changes to the information provided in the Online Application form. The same applies for changes in respect of the direct debit or in any data which is of importance to the Securities provided by the Participant.

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- 3.8. Without prejudice to the above, the Participant shall inform Q8 Liberty Card Support in writing at least four (4) weeks in advance in the event of a change of name, address the VAT or bank account number.
- 3.9. In the event that the Cardholder fails to hook the nozzle properly into the fuel pump, the Participant shall be liable for the cost of any continuous supply to the next customer.

4. Online Services

- 4.1. KPB may grant the Participant access to the Online Services. KPB reserves the right to make the provision of such Online Services subject to fees.
- 4.2. The use by the Participant of the Online Services requires internet access, hardware and software (together called the "Equipment"). The Participant shall be responsible for the Equipment and the fees associated with it.
- 4.3. The Participant is responsible for the use of the Online Services as well as for the use, storage and the protection of information obtained via the Online Services. The Participant commits to use the Online Services in compliance with the Documentation and the possible additional instructions from KPB.
- 4.4. The Participant shall report any malfunction of the Online Services to KPB immediately on becoming aware of such malfunction and shall not take advantage of such malfunction.
- 4.5. Without prejudice to any other remedies of KPB under the Contract, at law or otherwise, KPB may
 - (i) in an emergency and/or in the event the Participant fails to comply with the Contract, suspend the Participant's access to the Online Services in whole and/or in part;
 - (ii) suspend the Participant's access to the Online Services partially and/or totally in order to vary the specification of the Online Services and/or the underlying systems for repair, maintenance or improvement; and
 - (iii) give instructions to the Participants which KPB deems reasonable.

5. The use of the Card

- 5.1. A Card may only be used by the Cardholder (i) to make Purchases in accordance with the applicable Card Limit and Credit Limit, subject to any transaction and/or volume limits that may be applicable in the Sales Point; and (ii) if the Card has not expired or has not been (temporarily) blocked by KPB or the Cardholder, in accordance with the provision of the Contract and in particular with clause 9. The relevant Card Limits and the Credit Limit apply cumulatively for purchases using the Card and via Mobile Fueling together.
- 5.2. Only automatic acceptance of the Card is permitted on Sales points, i.e. via the use of the PTO and/or PTI. Shop goods can only be purchased via the use of the PTI. The Cardholder shall identify himself via the PIN code.
- 5.3. The administration of the Sales point constitutes the complete evidence of the transaction(s) and the Participant accepts such as being a binding and sufficient means of proof of the transaction. The use and the provision of Online Services can be proven using the electronically stored transaction logs of the systems utilized by KPB. The Participant accepts the evidential value of such electronically stored transaction logs. For Mobile Fueling at participating Q8 stations, the Cardholder can also consult an overview of transactions in the Q8 smiles app.
- 5.4. A Card is valid for use for a maximum period of 48 (forty-eight) months unless otherwise stated. The expiry date (month/year) is mentioned on the Card. A Card is valid until the end of the month mentioned in the Card.
- 5.5. The Participant shall automatically receive a new Card with a maximum validity period of 48 (forty-eight) months against payment of EURO 12.5 per Card except (i) if the Participant no longer complies with the conditions to obtain a Card, (ii) in the event of late payment, (iii) in one of the events in which a Card may be blocked or (iv) if the Participant has not used the Card in the four (4) months prior to the expiry

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of the validity period of the Card. The expired Card must be destroyed when receiving the new Card as set out in clause 13.1. When the Card is replaced, the Cardholder should enroll the new Card with a new Security code in the Q8 smiles app in order to continue to use the Mobile Fueling option.

- 5.6. Purchases are always connected to the Card with which the Transactions were made. A transaction cannot be transferred to another Cardholder or any other third party.
- 5.7. KPB reserves the right at all times to limit or extend the use of the Card to certain products and services and to issue a new Card to this end. KPB is not responsible for any damage which would result from this for the Cardholder.
- 5.8. KPB can at any moment prior to the lapsing of the validity period modify the Card Limit or issue a new Card.
- 5.9. The Participant acknowledges that the Products are subject to laws and regulations applicable to the purchase and/or use of the Products ("Regulatory Requirements") which may vary from country to country. The Participant is solely responsible for complying with these Regulatory Requirements in the conduct of its business. The Participant will defend, hold harmless and indemnify Kuwait Petroleum Group against any losses arising out of or in connection with the Participant's failure to comply with such Regulatory Requirements.
- 5.10. The Participant shall utilize and solely rely on its own expertise, know-how and judgment in relation to the Products and the Participant' use thereof.
- 5.11. Property of and risk in the Product shall pass to the Participant at the moment it leaves the hose nozzle of the dispensing equipment of the Sales point.
- 5.12. Any complaint regarding the Products shall be made by the Participant within forty-eight (48) hours after the Purchase of the Product. Any complaint regarding a Product during such period shall be made by telephone **immediately** upon the Participant becoming aware of a potential issue with the Product and shall subsequently be confirmed in writing to KPB within two (2) hours thereof. The Participant shall upon contacting KPB provide KPB with the date and time of the Purchase, the Sales Point at which the Purchase was made and the number of the Card used to make the Purchase. The Participant shall within seven (7) calendar days of notifying KPB in writing provide all evidentiary documents and other proof (such as samples) substantiating its complaint. The Participant shall take all reasonable steps to assist KPB to investigate the complaint. In case the Participant fails to comply with the time periods as set out in this clause, he will be deemed to have waived its complaint.

6. **Means of Access**

6.1. General

(i) The Participant shall keep any Means of Access safe and strictly confidential at all times.

(ii) If KPB has any reason to suspect that the confidentiality and/or security of a Means of Access has been breached or they are being misused, KPB may, without prior notice at its sole discretion block the Participant's access to Q8 Liberty Web (it being understood that KPB has no obligation to actively monitor such breaches of confidentiality or security or misuse). To the maximum extent permitted by applicable law, Kuwait Petroleum Group shall not be liable for any losses suffered or incurred by the Participant arising out of or in connection with any such actions carried out in accordance with this clause 6.1(ii).

(iii) The Means of Access may only be used by the Participant for those purposes explicitly set out in the Contract, and for no other purposes, unless specifically agreed in writing.

(iv) The Participant is liable for all Losses suffered or incurred by the Participant, KPB, Kuwait Petroleum Group and/or any other third Party arising out of or in connection with the use of the Means of Access and/or the Online Services.

6.2. User names and Passwords

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(i) If the Participant receives a written request from KPB to change a Password, the Participant commits to change the relevant Password immediately.

(ii) In order to prevent unauthorized access to Q8 Liberty Web, the Participant will notify KPB immediately in writing of the (presumed) loss, theft, non-receipt, breach of confidentiality or any (risk of) misuse of the User ID or Password.

(iii) The Participant will notify KPB in the event that access to the Q8 Liberty Web needs to be blocked (e.g. in the event a person is no longer authorized).

7. Credit Limit

7.1. The Credit Limit is determined by KPB taking into account various factors (e.g. Product Price, invoice frequency, payment terms, creditworthiness of the Customer, provision of Securities, etc.) and can be modified at any time by KPB, without KPB having to provide reasons. KPB will subsequently notify the Participant in writing of any change in the Credit Limit. The Credit Limit applies cumulatively for both purchases using the Card and via Mobile Fueling.

7.2. In establishing and sustaining the Credit Limit, KPB reserves the right to demand Securities from the Participant. The provision of Securities shall not affect the Participant's liability under the Contract.

7.3. The Participant shall notify KPB in writing in the event of a change in its business activities, corporate or group structure and/or Estimated Annual Volume requirements that may require a change in its Credit Limit so as to avoid a possible blocking of its Cards.

7.4. Without prejudice to any other remedies of KPB under the Contract, at law or otherwise, if the Securities provided to KPB by the Participant have been compromised, have expired, have become insufficient, or have been withdrawn or amended without KPB' prior written approval, KPB may, at its discretion and on written notice to the Participant, require the Participant to and the Participant shall promptly: (a) pay invoices notwithstanding the fact that the relevant payment term has not yet expired; (b) provide additional Securities and/or increase existing Securities; and/or (c) accept a revision of commercial conditions (such as payment terms and Rebates If the Participant does not honour these requirements, KPB is entitled to terminate the Contract in accordance with clause 16.2.

7.5. Upon termination of the Contract, KPB will release any Security provided by the Participant, provided that all obligations of the Participant under the Contract have been met. As long as this is not the case, all Securities provided by the Participant may be used by KPB to compensate any amounts due to KPB or the Kuwait Petroleum Group.

8. Rebates and Estimated Annual Volume

8.1. If applicable, Rebates shall be applied taking into account a number of factors, including the volume of Products purchased by the Cardholder.

8.2. KPB assesses on a regular basis whether the actual volume of Products purchased by the Participant exceeds or is below the Estimated Annual Volume as set out in the Online Application form. The Participant acknowledges and accepts that KPB may subsequently, at its discretion, vary the Rebates, including in cases where for instance if the actual volumes differ from the Estimated Annual Volume and/or as a result of changing Product prices.

8.3. Unless otherwise agreed, KPB shall inform the Participant at its registered office address of changes to the applicable Rebates at the latest two (2) weeks prior to the revised Rebate applies. The revised Rebate shall apply, and be deemed accepted by the Participant from the date set out by KPB, unless the Participant notifies KPB in writing of its refusal to accept such revised Rebate prior to the date on which the revised Rebate would apply. In such event KPB has the right to terminate the Contract immediately without liability and/or indemnity towards the Participant.

8.4. Participant acknowledges and accepts that KPB makes reasonable efforts in order to apply Rebates on as many sales Points as possible but KPB cannot guarantee that such Rebates can be applied on all Sales points. The Rebate can vary depending upon the type of Sales point.

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9. Blocking of Cards

9.1. Blocking on Participant's request:

(i) The Participant has the right to have a Card blocked at any time and for any reason. If a Cardholder is no longer authorized or if a Card/smartphone is lost/stolen, the Card must be blocked. Blocking the Card also causes the Card to be blocked in the Q8 smiles app for Mobile Fueling.

(ii) The request from the Participant to block a Card shall be made via telephone to Q8 Liberty Card Support. The contact details for notifying Q8 Liberty Card Support, are available on the Website and also contained in clause 1 of these General Terms and Conditions.

(iii) When requesting a Card to be blocked via telephone, Participant shall provide to Q8 Liberty Card Support the complete Card number and some personal identification which will assist Q8 Liberty Card Support to identify the Card to be blocked. The transmission of incorrect information can lead to blocking the wrong Card, and as a result only the Participant remains liable for the Products purchased with the Card which was meant to be blocked.

(iv) Any request made by the Participant via telephone to block a Card shall subsequently be confirmed in writing to KPB as soon as possible. Only as from the moment of receipt of such written confirmation by KPB shall the Participant have no further liability for any Products purchased with the blocked Card.

(v) KPB shall use undertakes all reasonable efforts to block a Card within twenty-four (24) hours of Participant's written request to block.

(vi) As soon as Q8 Liberty Web provides the relevant functionality, the Participant can also block a card directly via Q8 Liberty Web in accordance with the modalities as specified in the Documentation which will then be put at the disposal of the Participant.

9.2. Blocking on KPB's initiative

(i) Without prejudice to any other remedies of KPB under the Contract, at law or otherwise, KPB may block a card immediately and subsequently request the return of any Cards at any time (and/or to refuse to reissue, replace or renew any Card) if:

- the Participant fails to pay any invoice by the date of expiry of the payment term;
- the Participant's invoices are paid by a third party without a specific written agreement between the Parties and that third party;
- the Participant has reached its Credit Limit;
- the Securities provided to KPB by the Participant are compromised, have expired, have become insufficient, or have been withdrawn or amended without KPB' prior written approval;
- in the situations as described in clause 16.24;
- fraudulent use of a Card or any issue pertaining to Card security is suspected;
- the Card has not been used for a consecutive period of twelve (12) months;
- the Card is defective;
- a wrong PIN code is used three (3) consecutive times;
- the Means of Access are used in an unauthorized manner; and/or

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- objectively justified reasons relating to the security of Mobile Fueling in the Q8 smiles app or if any non-authorized or fraudulent use of Mobile Fueling in or of the Q8 smiles app are suspected.

(ii) If the Card is blocked by KPB, the Card will also be blocked in the Q8 smiles app for Mobile Fueling.

10. Invoicing

- 10.1. Unless otherwise stated by KPB, KPB shall invoice the Participant at least two (2) times per month for the Products provided via the Card. The prices mentioned on the invoice are equal to the official price minus the possibly applicable Rebate, or the price of the Sales point, whichever is the lowest. Mobile Fueling transactions are marked in the invoice using the indicator (M) while card transactions are marked with the indicator (C).
- 10.2. The invoices will be issued by KPB. For transactions made with the Card in Sales points located in the Netherlands and Luxemburg, KPB will issue invoices that include (as applicable) its Dutch or Luxemburg VAT number and whereby KPN and KPL act as fiscal representative in the name of KPB. The invoices shall include details of the delivered Products, the due amount for the Products and the due amount of VAT or the local applicable equivalent. The total amount to be paid shall be included in in EURO.
- 10.3. If invoices are to be sent via E-invoicing, KPB always has the right to issue paper invoices (i) for purchases in jurisdictions where E-invoicing is not permissible (ii) for another reason at its discretion. The Participant acknowledges that it is responsible for the fulfillment of the all legal requirements with respect to receipt and storage of E-invoices.
- 10.4. In accordance with clause 10.3, the Participant accepts that, if was opted for E-invoicing, it will not receive paper invoices for the Products purchased under the Contract.

11. Payment

- 11.1. The Participant should pay the amounts due within 9 (nine) calendar days after invoice date unless otherwise agreed.
- 11.2. The Participant commits to undertake all necessary actions in order to activate a SEPA direct debit of the amounts which are due or will become due by the Participant via the use of the Card. The Participant shall instruct its bank to pay the invoice by way of SEPA direct debit payment and the Participant will ensure that there is always sufficient funds in the relevant bank account. Failing to do so, KPB is entitled to terminate this Contract immediately, without liability and/or indemnity.
- 11.3. The Participant commits to check every invoice and debit thoroughly. The Participant has the right to lodge a complaint within 5 (five) working days after invoice date sent by registered letter. Failing to do so within the said timescale, the Participant will be deemed to have accepted the correctness of the amounts mentioned irrevocably and in full. If a complaint shows an incorrect amount in an invoice (and the debit resulting from it), the amount will be corrected by KPB.
- 11.4. Without prejudice to any other remedies of KPB under the Contract, at law or otherwise, if the Participant fails to pay any invoice in time, KPB may, at its discretion, charge the Participant interest on overdue amounts without prior notice to put in default being required, at a rate equal to 10% per annum, calculated as from the date of expiry of the payment term until the date of payment. KPB has the right to increase the amount due with an amount for compensation of costs in relation to the collection. Without prejudice to the aforementioned interest on overdue amounts, the amounts of the invoice which were not paid by the due date will be increased with 10% with a minimum of EUR 150 as a fixed compensation, possible judicial costs not included.
- 11.5. KPB is at all times entitled to set off amounts which it can claim on whatever ground from the Participant against amounts which KPB or any other member of the Kuwait Petroleum Group, due to the Participant.

12. Loss – theft –misuse-liability

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- 12.1. In case of loss, theft, serious risk of misuse or misuse of the Card (physically or via the Q8 smiles app) and/or PIN code, including misuses with a copied Card, or if a Card is not received within one (1) week after receipt of the Online Application form and/or the application for a card by the Participant, the Participant will notify Q8 Liberty Card Support immediately via telephone, fax or email. Such notification should without any delay be confirmed by registered letter whereby a new Card can be applied for. KPB has the right in the afore-mentioned situations to refuse a new Card to the Participant. Theft or misuse of a Card should also be immediately reported to the competent police force and the Participant will transmit as soon as possible the reference of the police report and, if permitted, a copy hereof to KPB.
- 12.2. In case of loss, theft, serious risk of misuse or misuse of the Card (physically or via the Q8 smiles app) and/or PIN code during the weekend or outside working hours, the Participant must immediately block these Cards on the Q8 Liberty Web.
- 12.3. The Participant remains liable for the payment of all transactions carried out with the Card, for no longer than 24 hours in respect of transactions within Belgium and 48 hours in respect of transactions outside of Belgium, after receipt of the fax, the registered letter or the email stated in clauses 12.1 and 12.2 by KPB.
- 12.4. Each misuse or use of the Card (physically or via the Q8 smiles app) or PIN code, including also the use or misuse by any person of a copied, stolen or lost Card, is entirely at the charge and risk of the Participant for the period during which the Participant has the Card in use and until notification is made to KPB as specified in the clauses 12.1 and 12.2. The burden of proof of possible misuse rests entirely with the Participant. KPB excludes all liability towards the Participant for the use of the Card or a copied version thereof and/or the PIN code by others than the Participant.
- 12.5. The Participant shall provide to KPB without any delay all required and useful information in respect of the description of the circumstances mentioned in clauses 12.1 and 12.2 and shall provide full co-operation to KPB.
- 12.6. The maximum period of 24 and 48 hours as stated in clause 12.3, does not apply in case of willful misconduct, fraud or gross negligence of the Cardholder. Gross negligence includes but is not limited to: the storing of Card and PIN code together rather than separately, the storing of a written PIN code, the absence of measures necessary to secure the confidentiality of the PIN code or unlocking code, the communication of the PIN code or unlocking code to non-authorized persons, the non-timely notification to KPB and the competent police force in case of loss, theft, serious risk on misuse or effective misuse of the Card (physically or via the Q8 smiles app) and/or PIN code and the unattended leaving behind of the Card in vehicles or elsewhere.

13. Returning of Cards – liability

- 13.1. All Cards shall remain the property of KPB. On termination of the Contract, the Participant shall return all Cards having been cut in two (2) pieces, which were put at its disposal, to KPB, Q8 Liberty Support within forty-eight (48) hours of such termination by registered mail. Also, on termination of the right to use one or more Cards, for whatever reason, the Participant shall return the respective Cards having been cut in two (2) pieces by registered mail within forty-eight (48) hours to KPB, Q8 Liberty Support. If a Card which was notified as lost or stolen, is retrieved it must be returned to KPB in the same manner.
- 13.2. Without prejudice to clause 12.3, the Participant will remain fully liable without limitation for any use and/or misuse of all Cards until such time as KPB is in receipt of the Cards having been cut in two (2) pieces.

14. Processing of personal data

Applicable to all individuals whose personal data are processed (possibly Participants, Participant representatives and/or the Cardholders, also called “data subjects” in data protection legislation)

- 14.1. With regard to personal data submitted by the Participant without legal entity with legal personality, the Participant representatives and/or Cardholders or otherwise collected by KPB in its capacity as controller and which are recorded in databases or otherwise controlled and processed by KPB, KPB undertakes to comply with the applicable data protection legislation with regard to the processing of personal data.

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- 14.2. KPB will process the personal data in its capacity as a controller. The Participant is and remains at all times entirely responsible for its own processing of personal data from Cardholders for its own purposes. The services in scope of these General Terms and Conditions are accompanied by the provision of an online platform through which further information can be collected. KPB refers to the privacy policy on the online platform for further information.
- 14.3. Subject to certain conditions, Participants, Participant representatives and Cardholders have rights relating to their personal data. They may ask information from KPB about any personal data that relates to them and may ask access to their personal data. Where appropriate, they may request that incorrect or incomplete data be amended. They can also request to erase personal data or to stop a certain processing activity with the personal data and in specific circumstances they can withdraw their consent possibly having a (limiting) impact on the use of Q8Liberty card & services or ask a copy of certain personal data in a structured, commonly used and machine-readable format (portability). They may request to exercise these rights by sending KPB a signed and dated written request to Privacy@Q8.com. Participants, Participant representatives and Cardholders may also file a complaint to the supervisory authority.
- 14.4. KPB may share the personal data of Participants, Participant representatives and Cardholders with companies in the Kuwait Petroleum Group. KPB may also share with third parties including (i) authorities or other third parties upon the request of an authority, when legally obliged, or when it is necessary to identify, establish contact with or initiate legal proceedings against individuals; (ii) third parties to whom KPB may sell or transfer its business or assets in whole or in part after which Participant representatives and Cardholders will be able to contact the third party for any questions regarding the processing of their data; (iii) third party storage providers, (iv) IT support providers and (v) third parties who provide administration and communication services or does transaction management on KPB's behalf including the companies who produce and send the Card and PIN mails, and/or the service providers in respect to (electronic) invoicing and/or, as the case may be, the management of (marketing)actions, who collect and /or process the data at the instruction of KPB for the above-mentioned purposes as well as bailiffs and/or lawyers .
- 14.5. Personal data of Participants, Participant representatives and Cardholders may be transferred outside the European Economic Area to a country which, in accordance with applicable data protection law, is not deemed to offer adequate protection with regard to the processing of personal data and on the free movement of such data. KPB will ensure that the appropriate security measures and controls are in place, and that such transfers are in accordance with applicable data protection laws and regulations. KPB implements an intra-group data transfer agreement between the relevant entities based on the European Commission's standard contractual clauses and uses the same standard contractual clauses with third parties that process on its behalf when required.
- 14.6. Personal data of Participant, Participant representatives and Cardholders will be retained for a period based on the duration of the contract and the applicable statute of limitations or litigation document preservation requirements, increased with the time period needed for the destruction process.

Participant or Participant representatives

- 14.7. KPB may collect the following personal data of Participant or Participant representatives: contact details including name, telephone number, email address, if applicable a number for trading purposes (e.g. registration and/or VAT number) of a Participant without legal entity with legal personality, as well as usual profession and job information. KPB will ask in the order process to upload a copy of the front of the ID of a director who is officially authorized to represent the Participant.
- 14.8. KPB will process the personal data of the Participant and Participant representatives to perform and manage this Contract and to liaise with the Participant or Participant representatives in relation to it. Based on the legitimate interest of KPB and its commercial partners, KPB may process their personal data for marketing purposes and for the purposes of a credit check. The Participant or Participant representatives may at any time ask KPB to be excluded free of charge from the marketing list(s) in case it does not wish to receive messages in the context of direct marketing campaigns.
- 14.9. Participant is responsible for making sure it has received all prior, individual and necessary consents, approvals and authorizations from Participant representatives and Cardholders and that it has informed these individuals to allow such processing of personal data by KPB in accordance with this clause. Participant will defend, hold harmless and indemnify KPB against any Losses arising out of or in connection with the Participant's failure to obtain all individual and necessary consents and approvals.

Cardholders

KPB

- 14.10. KPB may collect the following personal data of Cardholders: name, telephone number, email address, address, the license plate, the expected consumption habits. If a subaccount is made for the Cardholder on the online platform, the Cardholder will receive a login and password for the portal from KPB, which password should be changed by the Cardholder.
- 14.11. KPB may process the personal data from Cardholders in order to perform its services and to send marketing communications based on the legitimate interest pursued by KPB, in particular its economic, commercial and financial interests, business continuity, security and confidentiality of information and products, security of digital and physical infrastructure.
- 14.12. KPB will process the personal data of Cardholders for the following purposes:
- (i) for customer management (for example for the issuing of invoices, for the exchange of correspondence in the context of the contractual relationship with the Participant, for entry in private directories, to prevent misuse and fraud, in the event of disputes);
 - (ii) for fulfilment of the Contract and provision of the Cards and Services in the context of the Contract;
 - (iii) for the prevention and investigation of abuses and frauds (including the transfer of the data to the judicial authorities);
 - (iv) for statistical purposes in connection with the use of the Cards and Services.
- 14.13. Sales points can use surveillance cameras. Images from surveillance cameras shall be registered, processed and stored in compliance with applicable legislation and shall be used for the purposes of (i) surveillance (security objective) and supervision, including prevention, establishment or detection of crimes or other violations and also to track down and identify the culprits, witnesses or victims such as the identification of persons involved in fraudulent use of Cards and systems, nuisances, custom and excise matters and/or (ii) persons or events causing damage to property of members of the Kuwait Petroleum Group, and/or (iii) for technical /operational verifications. The Participant shall timely inform each Cardholder of such camera use.
- 14.14. In some cases KPB may also process the personal data of Cardholders on the instruction of the Participant including for the creation of the fuel cards and placing for example the name of the Cardholder on the fuel cards, for hosting and making available this Cardholder data via the online platform to the Participant's representatives and/or the Cardholders if the Participant chooses this option and the distribution of cards. KPB will therefore process the personal data in its capacity as a processor and refers to the annexed Data Processing Addendum for further description of the contractual obligations between the Participant and KPB.
- 14.15. If the Cardholder wishes to make use of the Mobile Fueling option in the Q8 smiles app, the location data of the Cardholder will also be processed by KPB for this purpose. This processing of location data is necessary for the Mobile Fueling service. These location data will not be further processed for other purposes.

15. **Liability**

- 15.1. To the maximum extent permitted by applicable law and without prejudice to clause 15.2, KPB shall not be liable for any losses suffered or incurred by the Participant arising out of or in connection with:
- any act, default or omission on the part of the Kuwait Petroleum Group;
 - any act, fraud ("bedrog"/"fraude"), negligence, default or omission on the part of independent contractors, intermediaries, partners and agents engaged by Kuwait Petroleum Group or the employees;
- whether any such damage, loss, etc. shall be founded in statute, law, contract, tort or otherwise.
- 15.2. Nothing in the Contract shall exclude or limit Kuwait Petroleum Group's liability for fraud ("bedrog"/"fraude") or wilful misconduct ("opzet"/"dol").
- 15.3. Without prejudice to clause 15.2, KPB is not liable for indirect or direct damages, due to, arising out of or connected with the disruption of the PTO and/or PTI, the non or not properly functioning of the pumps and other distribution installations, damaging or any other form of non-acceptance of the Card which

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would make the delivery of Products completely or partially impossible or the use of the Card.

15.4. Without prejudice to clause 15.2, KPB is not liable for:

(a) any loss of data or damage or modification of the equipment of the Cardholder including (but not limited to) the mobile device of the Cardholder, as a result of the installation, upgrading, updating or use of the Q8 smiles app;

(b) the temporary non-availability, suspension, interruption or delay of the Q8 smiles app as a result of maintenance work, faults, force majeure or events beyond the reasonable control of KPB;

(c) any difficulty in or the impossibility of downloading the Q8 smiles app or gaining access to the contents thereof or any other communication system error which may mean that the Q8 smiles app is not available;

(d) any damage which may be suffered by the Cardholder as a result of the non-availability of websites or information of third parties included as a hyperlink in the Q8 smiles app, or as a result of the incorrectness, incompleteness or inaccuracy of the information provided by third parties, nor can such external information give rise to any commitment on the part of KPB;

(e) any direct or indirect damage as a result of or relating to the (poor) working of the mobile device of the Cardholder or the telecommunication services or soft- or hardware from a third party;

(f) any direct or indirect damage as a result of the interception of the mobile device (on which the Q8 smiles app was installed) of the Cardholder by a third party;

(g) any damage of whatsoever nature, resulting from the unlawful use of the Q8 smiles app.

15.5. Without prejudice to clause 15.2, KPB shall not be liable for any indirect, special, incidental or consequential damages of any kind including, without limitation, disruption of the business, claims from third parties, damages due to business interruption or lost profits, loss of stock, of competitive advantage or of goodwill arising from or related to the Contract, whether or not foreseeable, and regardless of other cause of such damages even if the Party has been advised of the possibility of such damages in advance under any legal theory (statute, law, tort, contract or otherwise).

15.6. Without prejudice to clause 15.2, if, despite KPB's efforts, the Cardholder, cannot purchase Products at a sales point (e.g. unavailability of Product or malfunctioning equipment), the Kuwait Petroleum Group shall not be liable for any losses suffered or incurred by the Cardholder arising out of or in connection with the same.

15.7. KPB shall not be liable for any losses suffered or incurred by the Participant, arising out of or in connection with (i) inaccurate or incomplete data provided by the Participant, (ii) acts or negligence by a Cardholder, and/or (iii) the failure or delay of the Participant in acting on any notice, alert or information when communicated.

15.8. The Participant is liable for any loss suffered or incurred by KPB arising out of or in connection with actions, omissions, negligence, gross negligence wilful misconduct ("opzet"/"dol") or fraud ("bedrog"/"fraude") of the Participant and Cardholders, including the use in whatever manner of the Products, and shall hold KPB harmless in case of claims by third parties arising out of or in connection with the same.

15.9. Any claim by the Participant under the Contract shall be made against KPB and not against any other member of the Kuwait Petroleum Group, irrespective of whether the claim relates to KPB or any other member of the Kuwait Petroleum Group.

15.10. If KPB, irrespective of the exclusions and limitations of liability as stated in this clause 15, would nevertheless be held liable by a competent court for a loss which is not caused by wilful misconduct ("opzet"/"dol") or fraud ("bedrog"/"fraude") of KPB, then the aggregate liability of KPB is limited to 200 € per year and per Card which gives rise to the damage.

16. Term and termination

KPB

16.1. The Contract is entered into for an undetermined period unless agreed otherwise. KPB as well as the Participant may terminate the Contract for convenience at any time, by giving not less than thirty (30) days prior written notice to the other Party. In case of termination of the Contract, the Participant shall return the Cards having been cut in two (2) pieces to KPB as stated in clause 13.1.

16.2. Without prejudice to any other remedies of KPB under the Contract, at law (including the right to obtain damages) and to the maximum extent permitted by applicable law, KPB has the right, subject to giving written notice, with immediate effect and without written letter to put in default (i) to terminate the Contract without court intervention, (ii) to block the card at any moment and to request the return thereof without notification of any reasons, (iii) to refuse to issue new cards, to replace or to renew them, and/or (iv) to suspend the execution of the Contract, if:

- the Participant fails to comply with its obligations (including payment obligations) owed to KPB and such failure is incapable of remedy or, if capable of remedy, is not remedied within ten (10) days of receipt of notice from KPB;
- serious indications exist, according to KPB, of insufficient solvability of the Participant;
- the Participant would transfer one or more assets of his business to a third party or would contribute this into (another) company;
- any delay or suspension of payment, arrangement or composition with the Participant's creditors being obtained or entered into by or in relation to the Participant or any steps being taken to obtain or enter the same or any proceedings being commenced in relation to the Participant under any law, regulation or procedure relating to the reconstruction, delay or suspension of payment or adjustment of debts;
- a petition, writ of summons or any other mode of bringing a case before a court or a resolution or judgment being passed or an order or any other decision being made or issued for the winding-up, bankruptcy or dissolution of the Participant;
- a petition, writ of summons or any other mode of bringing a claim before a court or served with a view to obtaining a resolution, judgment, order or any other decision with respect to the nomination of a receiver in bankruptcy a liquidator, judicial mandatary or administrator over the Participant or a receiver in bankruptcy a liquidator, judicial mandatary or administrator over the Participant has been appointed or a notification of a claim to have such a receiver in bankruptcy a liquidator, judicial mandatary or administrator appointed is presented or introduced in court;
- the Participant is insolvent, is declared insolvent or is deemed to be insolvent
- the Participant suffers any event analogous to the events set out in clauses □ to □ in any jurisdiction;
- the Securities provided as a guarantee for the amounts due or would become due as a result of debts which result from the use of the Card by the Cardholders, decrease or disappear or if at KPB's discretion, there are serious indications that such is the case (including but not limited to the case whereby KPB is informed of the termination of a credit insurance);
- the direct debit which was provided for by the Participant has ceased or threatens to be ceased;
- the Participant has reached its Credit Limit, as determined in accordance with clause 7;
- fraudulent use of a Card or any issue pertaining to Card security and/or the PIN code; and/or
- if the Card was not used during a period of twelve (12) consecutive months.

In the events stated in clause 16.2, all claims from KPB on the Participant become immediately claimable.

16.3. On termination of the Contract by KPB, the whole outstanding balance of the Participant's account shall become immediately claimable by KPB and the right of the Cardholder to use the Card will be stopped immediately.

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- 16.4. On termination of the Contract, the Participant shall return all Cards to KPB in accordance with clause 13.1. The Participant will remain fully liable without limitation for any use and/or misuse of the Cards in accordance with the provisions of the Contract until such time as KPB is in receipt of the Cards.
- 16.5. The Participant is not entitled to claim against KPB for the termination, exclusion and variation referred to in this clause 16.

17. Variations

- 17.1. KPB may, at any time, vary, add to or delete any provision of these General Terms and Conditions via one or more means of communication as stated in clause 18.2. The varied or new terms and conditions shall apply and be deemed accepted by the Participant as from the date set out by KPB, unless the Participant notifies KPB in writing within the given notice period of its refusal to accept such varied or new terms and conditions. If the Participant notifies KPB in writing of its refusal to accept the new General Terms and Conditions prior to their date of entry into force, KPB has the right to terminate this Contract immediately without costs and/or indemnity towards the Participant.
- 17.2. Notwithstanding the above-mentioned provisions, KPB may at any time vary unilaterally the categories of Products which can be purchased via the Card and can require that the provided Cards be replaced to this end. The Participant acknowledges and accepts that, if KPB would bring a loyalty card on the market, KPB can reserve the right to determine that transactions with the Card are not entitled to the benefits of such a loyalty card and/or saving points.
- 17.3. KPB may at any time change the IT-systems and infrastructure used by KPB in the framework of the card's management.

18. General

- 18.1. The Contract and all transactions which take place via use of the Card are exclusively governed and interpreted in accordance with Belgian law without reference to the conflict of law rules. The Dutch speaking commercial court of Antwerp, division Antwerp, Belgium has exclusive jurisdiction to settle any and all disputes between KPB and the Participant which may arise directly or indirectly out of or in connection with this Contract. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of Vienna of 11 April 1980, ratified by law of 4 September 1996 (Belgian Official Gazette 1 July 1997) is excluded.
- 18.2. Notices of whatever nature, can at the discretion of KPB, lawfully be sent to the contact person specified in the Online Application form or to the Participant itself. Notices can lawfully be sent by (registered) mail, facsimile or email. The Participant agrees not to dispute the evidential value of such e-mails. Any variation in the data as specified above, shall be notified immediately to KPB. The Participant is responsible for making sure that any notice from the Participant is made by persons authorized to represent the Participant.
- 18.3. KPB shall not be liable for losses suffered or incurred by the Participant and arising out of or in connection with the non-compliance or delay in compliance of obligations resulting from a case of force majeure or any other events which are not under the reasonable control of KPB. "Force majeure" is understood as being an act or event beyond the reasonable control of a Party, its agents or contractors, affecting the performance by such Party of its obligations under the Contract, including without limitation disaster, fire, flood, earthquake, elements of nature, acts of God, actual or threatened terrorist attacks, acts of war, sabotage, explosion, riots, civil disorders, rebellions, revolutions and strikes, lockouts or labour disputes, government acts, accident or breakdown of plant or machinery, shortage of materials, failure by a utility provider (including electricity, gas, network or telecom provider) to provide services and any actions or omissions of third parties beyond reasonable control of a party.
- 18.4. To the maximum extent permitted by applicable law, if, despite KPB's commercially reasonable efforts, the Participant and/or Cardholder is unable to make Purchases at a Sales point (e.g. unavailability of Product or malfunctioning equipment) or access Services, KPB shall not be liable for any losses suffered or incurred by the Participant and/or Cardholder arising out of or in connection with the Participant and/or Cardholder being unable to make Purchases at the Sales points or access the Services.
- 18.5. The Participant shall not disclose to any third party, publish, or disseminate the terms of the Contract (including without limitation any applicable commercial terms) without KPB' prior written consent. This

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obligation of confidentiality shall not apply where disclosure is a requirement of any law; regulation; binding judgment, order or requirement of any court or other competent authority.

- 18.6. The Participant is not entitled to assign the Contract or any rights and obligations arising from the Contract to any other party without the prior written consent of KPB. KPB has the right to assign the Contract, wholly or partly, or any rights and obligations arising therefrom to any member of the Kuwait Petroleum Group and the Participant hereby provides its consent to such assignment.
- 18.7. Those clauses that by their nature are expressly or implicitly intended to survive the termination or expiry of the Contract, shall so survive, including but not limited to clauses 13 (Liability); 14.3 until 14.5 included (Consequences of Termination); 16.1 (Governing Law and Jurisdiction) and 16.5 (Confidentiality).
- 18.8. If a provision of the Contract is finally determined to be, or becomes, invalid, illegal or unenforceable, then such provision shall, if possible, and insofar as such clause is invalid, illegal or unenforceable, be replaced by the Parties by a valid, legal and enforceable clause reflecting as close as possible the initial intentions. If the invalid, illegal or unenforceable provision cannot be validly replaced, then no effect shall be given to said clause and it shall be deemed not to be included in the Contract, such without affecting or invalidating the remaining provisions of the Contract.
- 18.9. The Participant can only invoke a waiver of rights and remedies by KPB under, or in connection with, the Contract only in the event that the Participant receives an express written notice of such waiver from KPB to the Participant. Any waiver shall apply only in the instance, and for the purpose for which it is given. No right or remedy of KPB under, or in connection with, the Contract shall be precluded, waived or impaired by (i) any failure to exercise or delay in exercising it before any statutory time bar; (ii) any single or partial exercise of it; (iii) any earlier waiver of a similar right or remedy, whether in whole or in part; or (iv) any of the above in relation to any other right or remedy (be it of similar or different character)