

These terms and conditions (**Terms**) amend and supplement the Aviation Fuel Supply Master Agreement with effect from 1st July 2018 (**Effective Date**) and apply to any purchase of Aviation Fuel by the Buyer made after the Effective Date. These Terms and the Aviation Fuel Supply Master Agreement and agreed Location Agreements form the entire agreement (**Agreement**) between Seller and Buyer.

1. **Definitions**

1.1 Unless set out in these Terms, capitalised terms and expressions shall have the specific meanings as set out in the Aviation Fuel Supply Master Agreement.

1.2 The following definitions (bold) apply to the Agreement:

Aviation Fuel Supply Master Agreement means either (i) Shell General Terms; or (ii) IATA Aviation Fuel Supply Agreement entered into between the Seller and the Buyer for the supply of aviation fuel.

IATA Aviation Fuel Supply Agreement means IATA Aviation Fuel Supply Agreement incorporating the Annex 1 – IATA Model General Terms and Conditions for Aviation Fuel Supply Version 3, dated January 2009 (as amended by the Parties).

Party means Seller or Buyer individually and collectively - **Parties**.

Restricted Jurisdiction means any country, state, territory, or region which is subject to comprehensive sanctions and embargoes under Trade Control Laws applicable to either party to the Agreement. As of the date of this Agreement Restricted Jurisdictions are Cuba, Crimea and Sevastopol, Iran, Sudan, Cuba, North Korea and Syria .

Restricted Party means a person or entity: (i) targeted by national, regional or multilateral trade or economic sanctions under Trade Control Laws; or (ii) directly or indirectly owned or controlled by or acting on behalf of such persons including (but not limited to) directors, officers or employees (including agency personnel), subsidiaries, and joint ventures;

Shell General Terms means Shell Aviation Fuel Supply Agreement incorporating the Shell Aviation General Terms and Conditions of Sale For Aviation Fuels dated April 2011 and

Trade Control Laws means any applicable trade or economic sanctions or embargoes, Restricted Party lists issued by the respective authorities, controls on the imports, export, re-export, use, sale, transfer, trade, or otherwise disposal of goods, services or technology, anti-boycott legislation or similar laws or regulations, rules, restrictions, licenses, orders or requirements in force from time to time, including without limitation those of the European Union, the United Kingdom, the United States of America or other government laws applicable to a party to the Agreement.

Us (whether capitalized or not) - the party identified as the Seller in Aviation Fuel Supply Master Agreement and "our" and "we" shall be read accordingly.

You (whether capitalized or not) - the party identified as the Buyer in the Aviation Fuel Supply Master Agreement and "your" and "yours" shall be read accordingly

2. **Amendment: Invoicing**

2.1 The Aviation Fuel Master Supply Agreement is amended as follows:

2.1.1 Shell General Terms are amended to insert the wording set out at Clause 2.2 as a new Clause 6.1 (A).

2.1.2 IATA Aviation Fuel Supply Agreement is amended to insert the wording set out at Clause 2.2 as a new Article 7.4 (A).

2.2 The new wording to be inserted:

- (a) Only Buyer shall pay the invoice from Seller. Payment by a party other than Buyer shall only be allowed with Seller's prior written approval.
- (b) Each Party agrees and undertakes to the other that, in connection with the Agreement, it is knowledgeable about and will comply with all laws, regulations, rules and requirements relating to anti-money laundering applicable to its performance of the Agreement.
- (c) Buyer represents and warrants to Seller that its payments to Seller shall not constitute the proceeds of crime in contravention of anti-money laundering laws.
- (d) Each Party may terminate the Agreement immediately upon written notice to the other Party, if in its reasonable judgment supported by credible evidence, the other Party is in breach of any of the provisions of (b) (and additionally in case of the Buyer the provisions of (a) and/or (c) (above)) and has failed to provide information demonstrating such compliance

3. **Amendment: Export Control**

3.1 The Aviation Fuel Master Supply Agreement is amended as follows:

3.1.1 Shell General Terms are amended to insert the wording set out at Clause 3.2 as definitions in Clause 1 and as a new Clause 28.

3.1.2 IATA Aviation Fuel Supply Agreement is amended to insert as insert the wording set out at Clause 3.2 as definitions in Annex 1 Article 1 and as a new Article 25.

3.2 The new wording to be inserted:

- (a) Each Party acknowledges that it is familiar with and will comply with all applicable Trade Control Laws relating to the direct or indirect use, diversion, trade, export or re-export of the Fuel. Each Party, where requested to do so by the other Party ("**Requestor**"), will supply the Requestor with such evidence as the Requestor may reasonably request to demonstrate the first Party's compliance with this section (a), including with respect to the Buyer, to verify the final destination of Fuel and to demonstrate that controls are in place which actively support such compliance with applicable Trade Control Laws.
- (b) Without prejudice to section (a), Buyer shall not, directly or indirectly, export, re-export, divert, supply, trade, ship, import, transport, store, sell, deliver or re-deliver any of the Fuel to any Restricted Party or to any Restricted Jurisdiction or for end use by any Restricted Party or in any Restricted Jurisdiction ,
- (c) In the event of;
 - a. any failure by a Party to comply with the undertakings in this section or otherwise causing the other party to be in breach of Trade Control Laws ; or
 - b. either Party becoming a Restricted Party; or
 - c. the performance of the obligations under the Contract/Agreement are in violation of, inconsistent with, or could expose either Party to any negative consequences under Trade Control Laws,

The Party not affected by the breach or the restriction or the Party exposed to negative consequences under Trade Control Laws may, at its sole discretion and without prejudice to that Party's other rights, either suspend deliveries under the Agreement/Contract or terminate the Agreement/Contract governed by these terms and conditions with immediate effect. In the

event that a Party suspends deliveries or terminates the Agreement/Contract pursuant to this section that Party shall not be liable to the other Party for any of the other Party's damages or losses for any delay or non-performance, except to refund any money paid by the Party who's suspending or terminating to the other Party for the Fuel which was not delivered to the extent such refund is not inconsistent with applicable laws and regulations including Trade Control Laws.

4 Amendment Subcontracting:

4.1 The Aviation Fuel Master Supply Agreement is amended as follows:

4.1.1 Shell General Terms are amended as follows:

- (a) Clause 7 is renamed "Sub-Contracting";
- (b) Clauses 7.1 – 7.4 (inclusive) are deleted and replaced with the following as Clause 7.1:

"The Seller may sub-contract to a Delivering Company (without further notice to the Buyer or the Buyer's consent) the Seller's obligations under this Agreement in respect of the supplies of the Fuels to the Buyer at any Delivery Airfield (a "Substituted Airfield") on the basis that the Seller shall remain liable to the Buyer under this Agreement for the performance of the Delivering Company in undertaking these Seller's obligations".

4.1.2 IATA Aviation Fuel Supply Agreement is amended as follows:

- (a) The second sentence in Annex 1 Article 17.2 "Should however this third party be unacceptable for Buyer, Buyer is entitled to terminate the Agreement as to the relevant location(s) with immediate effect" is deleted and replaced with the following:

"Notwithstanding Seller subcontracting its obligations under the Agreement in whole or part to a third party, the Seller shall remain liable to the Buyer for the performance of the third party in undertaking the Seller's obligations. Should however this third party be unacceptable for Buyer because such third party's technical or operational performance does not reasonably meet Joint Inspection Group standards, Buyer is entitled to terminate the Agreement as to the relevant location(s) with immediate effect".

5. Data Protection

5.1 The Aviation Fuel Master Supply Agreement is amended as follows:

5.1.1 Shell General Terms are amended to insert the wording set out at Clause 5.1.3 as a new Clause 29

IATA Aviation Fuel Supply Agreement is amended to insert as insert the wording set out at Clause 5.1.3 as a new Article 26 The new wording to be inserted:

Any data that you provide to us, or which relates to your account, including Personal Data (information about identified and/or identifiable individuals) may be held and processed by us for our internal purposes, as required by applicable law and for other legitimate business purposes. This may include processing data after the Agreement has ended. We may also need to complete checks to satisfy credit assessments, money laundering or fraud detection requirements. Personal Data will be processed in accordance with the Shell Privacy Notice - Business Customers, Suppliers and Business Partners, available at www.shell.com website, depending on your location and as supplemented by local or additional privacy statements.

We may disclose this data to:

- (a) one or more financial institutions to satisfy credit assessments, for debt tracing or fraud prevention purposes;
- (b) any agent, sub-contractor which performs services for your account;
- (c) any guarantor or person providing security in relation to your obligations under the Agreement;
- (d) as required or permitted by law or any regulatory authority; or
- (e) any person that we propose transferring any part of the Agreement to.
- (f) If you provide any information to us which is materially inaccurate, all monies that you owe us will become due and payable immediately.

6. General

6.1 The provisions of the Aviation Fuel Master Supply Agreement with respect to governing law and jurisdiction are hereby incorporated into these Terms by reference.

6.2 Except as expressly modified by these Terms, the Aviation Fuel Master Supply Agreement shall remain in full force and effect. In case of conflict, discrepancy or inconsistency between the provisions of the Aviation Fuel Master Supply Agreement and provisions of these Terms, the provisions of these Terms shall prevail.