

GENERAL CARD SALES CONDITIONS

DEFINITIONS:

Contract: refers to the CONTRACT signed by the CLIENT and TOTAL CAMBODGE for the supply of CARD (S) at special conditions defined on the reverse side.

CLIENT: means an entity or individual who has signed a CONTRACT with TOTAL CAMBODGE.

REPRESENTATIVE: means a person to whom the CLIENT has given a TOTAL CARD with full powers to use it.

CARD: means a TOTAL CARD validated for the CLIENT and authorizing the purchase of the PRODUCTS mentioned on the reverse side of the CARD with the CLIENT's agreement. This CARD may under no circumstances be used for obtaining cash.

PRODUCTS: means the PRODUCTS and/or services distributed at the TOTAL stations and whose purchase is possible upon presentation of the CARD, subject to the limited maximum amounts which the CLIENT is authorized to buy.

POINT OF SALE: station bearing the TOTAL colors at which the use of the CARD is authorized, and indicated by logo.

CONFIDENTIAL CODE: Four-digit number determined by the CLIENT or randomly by TOTAL CAMBODGE.

PRE-PAID CARD (PPC): CARD functioning in the prepayment mode.

ARTICLE 1: PURPOSE

TOTAL CAMBODGE shall make available to the CLIENT a purchase CARD system called TOTAL CARD making it possible for him to obtain PRODUCTS without needing to make any cash payment. Thanks to this CARD, the CLIENT will be able to get supplies at the POINTS OF SALE approved by TOTAL CAMBODGE and shown on the list which shall be communicated to the CLIENT at the time of delivery of the CARDS. If necessary, the list shall give rise to an update which shall also be communicated to him upon request.

ARTICLE 2: USE OF THE CARD

The use of the TOTAL CARD:

- Shall be limited to the CLIENT and/or REPRESENTATIVES subject to the maximum amounts and PRODUCTS authorized and defined in agreement with the CLIENT or the reverse side.
- May be made at the authorized POINTS OF SALE whose list shall be available upon simple request.
- Shall be limited in time (cf. validity of the CONTRACT mentioned on the reverse side).
- Shall be subject to presentation of the CARD to the station's personnel prior to any transaction or any other specific clause as agreed by in the CONTRACT. Any transaction effected with the CARD shall give rise to the editing of a ticket by the electronic terminal.

The CONFIDENTIAL CODE entered by the bearer at the time of each transaction shall serve a signature testifying to the CLIENT's acceptance of the transaction. In the event if the client enters wrong confidential code for a consecutive period of three times, the transaction will automatically be barred and the client shall have to contact TOTAL CAMBODGE to reactive the said card.

It is expressly stipulated that the purchase of fuel shall be exclusively limited to the immediate filling of the vehicle's tank; and removal by other means is excluded.

The records edited on the electronic terminals at the time of each transaction shall constitute irrefutable proof of the amount of the transaction.

ARTICLE 3: CHARACTERISTICS OF THE CARD

Further to the review and acceptance of the CONTRACT, TOTAL CAMBODGE shall provide the number of CARDS requested by the CLIENT after printing on each CARD the authorized PRODUCTS, and, unless otherwise specified, the license plate number of the vehicle and/ or the name of bearer.

A CONFIDENTIAL CODE shall be attributed to each CARD and permit the use of the CARD exclusively by the bearer cognizant of the CONFIDENTIAL CODE. The CLIENT must ensure that the CARD(S) and their CONFIDENTIAL CODE(S) is/are never stored together and must protect the confidentiality of the CONFIDENTIAL CODE(S) attributed to him.

A unit price shall be billed to the CLIENT according to the official list applicable at all TOTAL station. This unit price shall remain identical regardless of the number of CARDS ordered by the CLIENT. These prices may be modified at any time without advance notice (a price schedule is available upon simple request). The CARDS shall be billed to the CLIENT at regular intervals as per the terms defined by the CLIENT on CARDS can be invoiced at a cost determined by TOTAL CAMBODGE.

ARTICLE 4: BILLING AND COLLECTION

1) Billing

The supplies of PRODUCTS shall be billed at intervals specified on the reverse side on the basis of the prices charged at the POINT OF SALE on the date of the transaction. Any complaint or dispute concerning the amount of the type of transactions summarized on the periodic bills must be expressed in writing within one month from the date of issue of the bill and be accompanied by substantiating documents. Past that period, no claim shall be accepted.

2) Payment

The bill shall be paid according to the terms of payment and on the due dates mentioned on the reverse side. As regards the PRE-PAID CARDS, there shall be three loading methods giving rise to two methods of payment:

- Direct in-station loading corresponding to immediate payment at the station for the amount of loading requested by the CLIENT. The CONFIDENTIAL CODE entered by the bearer at the time of loading shall serve as a signature testifying to the acceptance of the transaction by the CLIENT.
- In case of deferred loading (at the local station or centrally, at the registered office), the amount of the transaction requested by the CLIENT shall be billed in the manner mentioned above (cf. Article 4-1). No discount for payment prior to the scheduled date may be applied.

Any amount unpaid on the due date mentioned on the bill shall automatically result, with no need for a formal notice, in a penalty for each day of delay computed on the basis for a monthly rate of 2% of the amount of the unpaid bill. This shall be under the sole discretion of TOTAL CAMBODGE. In case of partial payment or non-payment, TOTAL CAMBODGE shall have the right, with no need for any prior formal notice, to claim immediate payment of all the amount, even those not yet due, that may be payable to it and to subject the performance of a new supply to such payment. In case of non-payment or partial payment of one of more bills, this CONTRACT may be automatically terminated, with no advance notice and no judicial formality, further to a simple notification by TOTAL CAMBODGE.

ARTICLE 5: TERMS OF THE CONTRACT

This CONTRACT is entered into a specific term (cf. the date on the reverse side) and shall be tacitly renewed if neither party cancels it. It shall become effective as of the date of delivery of the CARDS to the CLIENT. Each party shall have the right to cancel this CONTRACT at any time, subject to informing the other party by written notice at least 30 days before the effective date of the cancellation. Since the CARDS shall remain the property of TOTAL CAMBODGE, the termination of this CONTRACT for any reason whatsoever shall automatically require that CLIENT return them to TOTAL CAMBODGE and bar him for using them. If, upon expiry of

the CONTRACT, the holder continue or tries to make use of the CARD(S), he shall be subject to legal action and to payment of damages.

ARTICLE 6: OBLIGATION AND LIABILITY OF THE CLIENT

All the CARDS shall be entrusted to the CLIENT personally. Consequently, his personal liability shall remain even if the CARDS are used by third parties. The CLIENT alone shall be liable vis-à-vis TOTAL CAMBODGE for the payment of any transactions made by means of his CARDS, even in the event of uses that do not confirm to this CONTRACT. The CLIENT shall have the obligation to inform TOTAL CAMBODGE in writing of any change of particulars (address, telephone numbers, fax, bank information relating to automatic deductions). The limits of the number of daily transactions authorized, of the daily and monthly amount of the transactions, taking into account the payment deadline agreed to, are defined on the reverse side.

ARTICLE 7: LOSS OR THEFT OF THE CARD (S)

In case of loss or theft of the one or more CARD(S), the CLIENT shall be obligated to immediately notify such fact to TOTAL CAMBODGE by telephone (during the business hours of the TOTAL CAMBODGE) or by fax, subject to written confirmation within the next 24 hours. However, the CLIENT shall remain liable, during the 24 business hours following the notice, for any transactions made by means of the lost or stolen CARD(S).

If a lost or stolen CARD is found, the CLIENT may not use it without making a request to that effect in writing and securing the approval of TOTAL CAMBODGE.

Should the CLIENT fail to inform TOTAL CAMBODGE or inform it past said 48 hours, the CLIENT shall remain liable, and TOTAL CAMBODGE shall be released from any liability subsequent to the loss and/ or theft of the CARDS.

ARTICLE 8: CANCELLATION OF THE CARDS

CARDS

Should the CLIENT breach its CONTRACT obligations, TOTAL CAMBODGE may put an immediate stop to the use of the CARD(S) held by the CLIENT.

A CLIENT may ask in writing for the cancellation of one or more CARDS, which he must then return to TOTAL CAMBODGE.

TOTAL CAMBODGE may cancel and/ or refuse to renew one or more CARDS held by the CLIENT. Such a decision, which must be notified to the CLIENT and substantiated in writing, shall take into account (without limitation) any significant modification of the CLIENT's financial position, the absence or inadequacy of the security deposit and/ or the bank guarantee, unpaid installments, abnormal removals, supplies in excess of the maximum amounts authorized, etc.

ARTICLE 9: REVISION OF THE GENERAL CONDITIONS

TOTAL CAMBODGE may modify or supplement the terms of the CONTRACT in writing at any time. Any withdrawal of PRODUCTS by the CLIENT after receiving said written document shall mean that the CLIENT accepts the new clauses of the CONTRACT.

ARTICLE 10: FORCE MAJEURE

TOTAL CAMBODGE shall be exempted for liability in case where failure to perform its obligations is caused by force majeure circumstances, which shall include other than the cases defined by the jurisprudence: wars, riots, events disrupting the supply of the refiners or the conditions of transportation, strikes or lockouts, legislative or regulatory provisions limiting the quantities available on the market or modifying the conditions of delivery or removal.

ARTICLE 11: JURISDICTION

Any dispute concerning the interpretation or performance of this CONTRACT shall be governed by the law of CAMBODIA and shall be subject to the jurisdiction of the courts of law in CAMBODIA.

ARTICLE 12: TAXES AND DUTIES

Unless precluded by legislation, TOTAL reserves the right to charge the Accountholder's account with Government rates taxes or charges which new are or which in the future may be imposed or charged upon the Accountholder's TOTAL Card transactions whether or not the Accountholder is primarily liable for the impost or charge.

ARTICLE 13: FEES AND CHARGES

The Accountholder will agree to pay TOTAL Cambodge for the replacement of a damaged and lost card. TOTAL Cambodge reserves the right to amend from time to time fees and charges and any other associated fees as maybe deemed necessary.

ARTICLE 14: EXTRANET PORTAL

The extranet portal needs to refer as "Extranet Portal" and it is owned and maintained by the Total S.A. The extranet portal will be used only by the authorized nominee of the customer; the customer will provide the email address of the concerned nominee. Customer will be completely responsible for creation of sub-users and provision of rights to the sub-users. In case of TOTAL Card Blocking and unblocking, customer will take the complete responsibility of the request. If the authorized user of the customer leaves the organization, the customer needs to inform Total Cambodge immediately for avoidance of any untoward situation and for blocking of the extranet rights of that user. The data available at the extranet portal related to the client will be for use of the customer only and sharing of the data further and its integrity will be complete responsibility of the customer. Any change in TOTAL Card particulars through extranet portal will be

implemented on the TOTAL Card within 24 working hours from the time of the request submitted. Any change in the TOTAL Card particulars via authorized person will remain the responsibility of the customer and Total Cambodge we remain indemnified from any operational consequence(s) arising directly or indirectly by the change requested through extranet portal. Total Cambodge at its sole discretion may update, modify, change, add or remove the terms and conditions or any aspect of the extranet portal, including the availability of any feature at any time or the service itself. Extranet Portal provides dynamic information of the customer's activity through TOTAL Card which is updated after every transaction taking place through Customer's TOTAL Card.

Client: Name and signature

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