

FOR BANK USE ONLY

Main Account number:

FOS Ref:

For approval purposes only:

Remarks:

Approved Rejected Referred

Manager's Signature:

Signature Code:

TERMS AND CONDITIONS

1. You confirm that the information in the form is true and you agree to be responsible for all transactions made through the card(s). You authorise us to make any queries deemed necessary in connection with this application. You agree to all Terms and Conditions of the Agreement overleaf, a copy of which has been provided to you and you undertake to abide thereof.

1. Definitions/conditions of Use

In this agreement:

Account or Bank Account – shall mean the MCB bank account to which the Card relates and which is designated by the applicant for the posting of his Card transactions;

Account Holder – shall mean the individual/company/society/partnership/trader whose account (joint or single) is to be debited in respect of the Card transactions;

Card – shall mean a FLEETMAN Card issued by the MCB to clients; Client - shall mean the person on whose application for a Card has been issued by the MCB;

Client's agent – shall mean the person who has in his possession a Card in respect of the vehicle which he is using, the registration number of which appears on the Card, and who purports to be duly authorised by the client to use a Card on its behalf in respect of such motor vehicle;

Merchant – shall mean a supplier of goods and services accredited by the MCB;

POS – shall mean the Point of Sale of any authorised merchant or establishment displaying the 'FLEETMAN' logo and equipped with a terminal or Card Reading Device to accept Cards and Card transactions;

Sales Voucher – shall mean a FLEETMAN sales voucher or Point of Sale slip provided by the MCB for use with the Card;

Transaction – shall mean an Agreement entered into between the Merchant and the Client or the Client's agent for the sale of goods or the provision of services, as reflected on a sales voucher.

In this agreement, clause heading are inserted for convenience only and shall not affect the interpretation of the Agreement.

2. Issue and Purpose of the Card

2.1 The MCB shall issue the Cards to those clients whose applications to that effect have been approved and who have already opened with the MCB a special account entitled "FLEETMAN Card Account".

2.2 The Client or Client's agent is entitled to use the Card for the purpose of obtaining goods and services from the Merchants in Mauritius only.

2.3 The Client or Client's agent undertakes to exercise the utmost care to prevent the Card from being lost, defaced or stolen.

2.4 Before effecting any transaction, the Client shall ensure that it has sufficient funds standing to the credit of its FLEETMAN Card Account with the MCB or that the transaction is authorised by the MCB.

2.5 The Card shall be sold at a price and be subject to a monthly service charge, to be fixed by the MCB and be valid for a period of one (1) year or such lesser period due to the earlier revocation, cancellation or termination of the Card or the Card facility;

2.6 Ownership of the Card vests in the MCB and the Client shall, on demand, surrender and return or cause its agent to surrender and return it to the MCB.

2.7 The Client or its agent may not cede or assign any of its rights

to, or obligations in respect of the Card or the use thereof.

2.8 The Client shall ensure that all Cards are recovered from any agent no longer authorised by it to use the Card.

2.9 The MCB may charge to the Client, a fee for the replacement of lost, defaced or destroyed Cards, and such fee shall be advised to the Client, from time to time.

2.10 The Client irrevocably authorises the MCB to pay for any purchases made or services obtained by means of the cards and to debit the amounts thereof to its account.

3. Payment for Goods and Services

3.1 Payment for goods and services shall be evidenced by a sales voucher duly signed by the Client or the Client's agent.

3.2 The Client's agent shall sign a sales voucher when using the Card to purchase goods or obtain services; however failure to do so shall not relieve the Client from liability for payments effected by the MCB for its account. Any sales voucher bearing the imprint or the electronic data of the Card shall entitle the MCB to effect the payment, aforesaid, whether it is signed or not.

3.3 Any acceptance by the MCB of any transaction which results in the Client's credit limit being exceeded shall not be construed as the exercise by the MCB of its discretion to extend or increase such credit limit.

4. Methods of Settlement

4.1 The Card shall entitle the Client and its agents to have credit facilities and the credit limit shall be periodically communicated to the Client on its bank statement.

4.2 The MCB shall send by post to the Client, at its above address, a monthly statement of all transactions effected setting out the total debit or credit balance, as the case may be, on the Client's Card account as at the statement date - the non receipt by the Client of a monthly statement shall not, in any way, discharge the Client from its obligation to effect payment of any sum due as laid down hereunder.

4.3 The debit balance of the Client's Card shall be settled on payment due date.

4.4 The proceeds of any negotiable instrument deposited and credited to the Client's Card Account, shall be regarded as payment, or monies to be credited, to the Client's Card account only when such instrument is honoured, and if the same is dishonoured the account shall be debited accordingly.

4.5 The Client shall effect the payment referred to in paragraphs 4.2 and 4.3 above in accordance with usual MCB procedures.

4.6 The Client is allowed a revolving credit which consists in its credit facility being adjusted by an amount equivalent to each refund effected by it within its overall credit limit.

4.7 The debit balance of the Client's Card account shall carry interest at such rate as may from time to time be fixed by the MCB, computed on the daily debit balance following a fifteen day grace provided it settles the outstanding amount before the end of that period.

4.8 All payments received by the MCB shall be applied firstly to the

repayment of the charges referred to in 10.1 below, thereafter of finance charges and finally of the principal debt.

4.9 All payments effected by the Client to the MCB shall be unconditional. In the event of the Client attaching any condition, the MCB shall be entitled to disregard such condition and to consider such conditions as null and void and to accept such payment and exercise its rights in terms of this Agreement as if no such condition had been imposed.

4.10 Refunds made by the MCB to the Client or for its account in pursuance of the present Agreement shall be subject to the provisions of Article 2150-1 and following the Civil Code relating to the special privilege of the banker.

5. Disputes

5.1 Any claim or dispute between the Client and the Merchant in respect of goods sold or services supplied by means of the Card or any dispute between the Client or the Client's agent and any Merchant with regard to the nature, quality of any goods or services acquired from the Merchant shall be deemed to be irrelevant to, and shall not in any way affect, the MCB's right of set-off or counterclaim against the MCB. However, the MCB shall be entitled, and hereby undertakes to provide all necessary information relating to the use of the Card to the Client and the Merchant.

5.2 The MCB shall not be liable for refusal of the Card by any Merchant.

5.3 Where a Merchant becomes liable to make a refund to a Client, the MCB shall credit the latter's account with the amount to be refunded only on receipt of a credit voucher or electronic data slip.

5.4 The Client acknowledges that no Merchant is an agent of the MCB.

6. LOSS, THEFT, MISAPPROPRIATION OR AUTHORISED USE OF THE CARD

6.1 The Client or the Client's agent shall during the opening hours of the MCB immediately report personally any loss, theft, misappropriation or unauthorised use of a Card, including any suspected abstraction of the Card even by a member of the Client's agent's family,

6.2 Alternatively, the report may be made by telephone or fax; such report shall, on pain of nullity, be confirmed in writing on a form specially provided for the purpose by the MCB, signed by the Client or Client's agent and handed over personally. The Client or the Client's agent shall at the time, further produce his National Identity Card or an acceptable proof of identity.

6.3 Such written confirmation shall, on pain of nullity, be handed over immediately to the MCB.

6.4 In case of loss or suspected theft of the Card, the MCB may further require the Client or Client's agent to report same to the Police and provide proof that such report has been made,

6.5 In case of dispute as to the effective date and time of such report to the MCB, the time and date of the written confirmation shall be conclusive.

6.6 The MCB shall not be held liable for any damage resulting from a notification made by phone, fax or otherwise, which might

not emanate from the Client.

6.7 Report of the loss, theft or suspected theft or abstraction of the Card, shall in no way affect any transaction effected prior thereto or those already settled by the MCB and be debited to the Client's Card account.

7. Liability of the Cardholder

7.1 The Client and the Client's agent are jointly responsible for the safekeeping and use of the Cards. They shall exercise the utmost care to prevent the Cards from being lost, defaced, stolen or used by unauthorised persons.

7.2 Subject to the provisions of Clause 6 above, the Client's liability shall last until the written notification of the loss, theft, or suspected theft referred to in Clause 6 is received by the MCB Cards SBU.

7.3 In case of fault or negligence by the Client or the Client's agent in the safekeeping of its Cards, the MCB shall be entitled to report the matter to the Police and to claim damages from the Client, even though the latter has notified the loss, theft or abstraction.

8. Duration and Validity of the Card

8.1 The Card shall be valid up to the expiry date borne thereon unless its validity has been sooner terminated by the MCB or the Client.

8.2 The Card shall be automatically renewed at its expiry date, unless contrary instructions have been given by the Client to the MCB at least one month prior to the expiry date.

8.3 The Card shall remain the property of the MCB which may at any time in its absolute discretion reduce the Client's credit limit or terminate the validity of the Card or refuse to renew it on expiry without having to assign any reason therefore. The Client and its agents shall in such eventuality stop using the Card from the time it is demanded back by the MCB and undertake to return the Card to the MCB. Such demand shall be addressed by the MCB to the Client by registered post at its above address, the postal receipt being evidence of the despatch by the MCB and receipt by the Client of such demand. Should the Client or any of its agents continue to make use of the Card after such demand, the MCB shall be entitled to debit the Client's Card account with the amounts of purchases of goods or services effected by the agent by means of his Card.

8.4 The closing of the Card account on which the Cards operate entails the duty on the part of the Client to return them immediately to the MCB. The final settlement of the account shall not be effected until sixty (60) days have elapsed since the date on which the Card was returned to the MCB.

8.5 In the event of death, bankruptcy, or winding up of the Client, as the case may be, or of a breach of any of the conditions set in this Agreement by the Client or the Client's agent, the MCB may, in addition to any other remedies it may have, take such steps to stop any operations by means of the Card and to withdraw it.

9. Waiver and Communication of Information to Third Parties

9.1 The Client hereby renounces the benefit of the legal exceptions, of division, cession of action, no value received, revision of

accounts, errors of calculation, and all other exceptions which might or could be pleaded in defence or as bar to any claim or proceedings made or brought against the Client by the MCB, and the Client's acknowledges that it is fully acquainted with the meaning and effect of all aforesaid exceptions.

9.2 The Client authorises the MCB to verify the information contained on the Client's application form and to make such enquiries as it deems necessary.

9.3 The MCB shall be entitled, should it deem necessary, to pass on to any commercial bank, financial institution or Merchant any information relating to the Client or its agent in case of improper or fraudulent use of the Card by it or them, or in order to facilitate the recovery of same in case of loss or theft.

9.4 The Client acknowledges having no claim or right of action against the MCB in relation to a transaction after the expiry of forty-five (45) days from the date of the statement of account whereon such transaction is borne. Insofar as need be the Client hereby renounces any right he might have to make a claim or enter such an action after the expiry of the aforesaid period.

10. Charges for Services Provided by the Card

10.1 Charges for the services provided by the Card, as may from time to time be fixed by the MCB, shall be debited monthly in advance against the Client's Card account and shall not be refundable in the event of the Card being withdrawn or the account being closed during the year.

10.2 Penalty interest may be charged if the Client's authorised limit is exceeded, or the full payment of the balance is not effected by the due date.

11. Sanctions

11.1 Any improper or fraudulent use of a Card shall render the Cardholder liable to legal prosecution.

11.2 The MCB shall not be liable to settle any claim resulting from fraud perpetrated by the Client or any of the Client's agents.

11.3 All costs, commissions, fees and expenses, that may be incurred by the MCB for the recovery of any sum due as a result of the use of the Card, shall be due and payable by the Client. The fees payable to the MCB's solicitor shall not exceed 10% of the amount recovered as capital and interest, excluding VAT.

11.4 In an action before any court for the recovery of any sum due to the MCB in connection with the use of the Card, the documents relating to the transactions effected with the Card or certified photocopies thereof shall be conclusive and irrefutable evidence of the said transactions and of the amounts due to the MCB by the Client.

12. Certificate and Other Documentary Evidence of Indebtedness

12.1 In any legal proceedings between the MCB and the Client a certificate under the hand and signature of any Manager of the MCB (whose status and appointment need not be proved) or a microfilm or other relevant MCB records or documents (duly certified as above) as to: additional fee. Such fees shall from time to time be fixed by the MCB.

a) the existence and amount of the indebtedness of the Client

to the MCB in respect of capital, interest, commission or charges;

- b) the fact that the same are due and payable;
- c) any details of any purchase or Card transaction;
- d) Any other matter or thing regarding the Client's account, shall upon the mere production thereof, be conclusive and irrefutable proof of the correctness of the contents thereof to all intent and purposes including, but not limited to, that of obtaining judgment or any other order or relief against the Client, and the Client in so far as need be hereby renounces any right he might have to challenge the validity or correctness of the contents of such certificate or documents.

13. Termination of the card Facility

13.1 The MCB may at any time in its sole discretion, without assigning any reason therefore, and without releasing the Client (or where applicable, the Client's agent) from any liability to the MCB in respect of any previously extended credit for any use of the Card, revoke or cancel the Card facility or call for immediate repayment of the full amount outstanding on the Client's account, or reduce the credit limit applicable to the Card, or refuse to make any further advance for the Client's account or require the Client to return the Card to the MCB.

13.2 Should:

- a) the Card facility be revoked or cancelled by the MCB;
- b) the MCB call for the surrender and return of the Card;
- c) the Client commit any breach of this Agreement;
- d) the Client's estate be placed under curatorship or receivership or sequestrated or liquidated or placed under judicial management or wound up, whether provisionally or finally or;
- e) the Client die, the full amount of the Client's indebtedness to the MCB shall immediately become due and payable.

13.3 The MCB shall be entitled to give notice of the cancellation or the revocation of the Card facility to any Merchant or other person as it may deem fit and the Client shall have no claim whatsoever against the MCB in respect of such notification. The Client and its agents shall not be entitled to make use of the Card after the same has been cancelled or revoked or the time limit stipulated thereon has expired. The Client may, by written notice to the MCB, accompanied by the Card, terminate the Client's agent's right to use the Card and the Card facility, which termination shall be effective upon receipt of the notice and Card by the MCB. Any termination affect the Client's liability in respect of any prior use of the Card.

14. Jurisdiction

14.1 The Mauritian courts shall have exclusive jurisdiction in all disputes arising under this Agreement.

15. Notices and Domicile

15.1 The address given by the Client and appearing on page 1 of this Agreement shall, for all purposes be the Client's elected domicile for any notification that may have to be given to it. However, the Client may, on giving written notice to the MCB, change its domicile to any other address in Mauritius. Any such change of domicile shall only be effective fourteen (14) days after the date on which the MCB receives the aforesaid notice.

15.2 Any notice or communication by a party to another shall be

forwarded by registered post to the address of the other party appearing on page I of this Agreement and shall be deemed to have been received by the addressee four (4) days after the posting thereof, the receipt of the post office being conclusive evidence of posting.

16. Modifications of Conditions of Present Agreement

- 16.1 The MCB may at any time in its sole and absolute discretion, amend any Clause of this Agreement by notice addressed to the Client at the Client's address appearing at page I of this Agreement.
- 16.2 If the Card is renewed or replaced, the Client and its agents shall be bound by the Conditions of Use current at the time of such renewal or replacement.
- 16.3 Any amendment of a Clause of this Agreement shall not constitute a novation of the whole Agreement or affect any prior indebtedness of the Client to the MCB.
- 16.4 The Client who uses or allows the Cards to be used by its agents after receiving such notification or does not return the Cards to the MCB within 15 days of such notification shall be deemed to have accepted the said amendment and be bound thereby.

17. General

- 17.1 Any reference in the present Agreement to a natural person shall include a legal person and vice versa.
- 17.2 Any indulgence or extension of time granted to the Client by the MCB shall not constitute, or be deemed to constitute, a novation or waiver of the MCB's right under or in terms of this Agreement nor shall it give rise to or operate as, an estoppel against the MCB.
- 17.3 Unless inconsistent with the context, a reference in this Agreement to one gender shall include any other gender; the singular shall include the plural and vice versa.
- 17.4 This Agreement as amended by the MCB from time to time together with any conditions or any other document printed or issued by the MCB pertaining to the Card or the use thereof, shall constitute the entire Agreement between the MCB and the Client relating to the use of the Card and the Card facility.

For Individual/Trader

Acknowledgement of Rules and Regulations:

"Read, understood and approved" in applicant's handwriting before signing

Signature:

Name:

Date: / / (dd/mm/yyyy)

For Company/Society/Partnership

Acknowledgement of Rules and Regulations:

"Read, understood and approved" in applicant's handwriting before signing

For and on behalf of:

Signature:

Signature:

If more than one signature needed

Name:

Name:

Title:

Title:

Date: / / (dd/mm/yyyy)

Company Seal

Where applicable