

NATIONAL OIL ETHIOPIA PRIVATE LIMITED COMPANY (NOC)
NOC E- Card Contract Agreement for Prepaid Clients

This agreement is made _____ day of _____ 2016 between the **National Oil Ethiopia P.L.C.** (herein after referred to as “the company”) Address Bole Sub City; Cape Verde St. Kebele 03; House no 758 Addis Ababa, Ethiopia P.O.Box 951 code 1250 Tel : +251-(0)116-392418 +251-(0)116622907 Fax: +251-(0)116-639495 on the one hand and _____
_____ (here in after referred to as “the Client”) Address Sub City; _____ K/K Woreda _____; House no _____, Addis Ababa Ethiopia P.O.Box _____ code _____ Tel _____ Fax: _____ on the other hand.

1. Article One: Definitions

- 1.1 “This Agreement” means the agreement between the Company and the Client, with respect to the issuance and use of the NOC E- CARD, as varied from time to time.
- 1.2 “The Company” means NATIONAL OIL ETHIOPIA PRIVATE LIMITED COMPANY (NOC)
- 1.3 “Card” means the NOC E- CARD issued to a Client.
- 1.4 “Client ” means a person or organisation to whom the NOC E- CARD has been issued by the COMPANY (NOC)
- 1.5 “PIN” means the personal identification number issued to a Client or User.
- 1.6 “User” means a person authorized by the Client to use the Card to acquire supplies within the limitations of the NOC E- CARD.
- 1.7 “Supplies” means the products and/or services available at selected Company service stations and which have been specified by the Client in the relevant NOC E- CARD Order Form.
- 1.8 “NOC E- CARD Number” means the eight digit number imprinted at the back of the NOC E- CARD.
- 1.9 “Supply Agreement” means the pre-existing agreement between the Company and the Client by the terms of which the Company supplies the

Client with petroleum products. It is agreed and understood that this Agreement shall constitute an addendum to the Supply Agreement if any.

2. Article Two: Use of the NOC E- CARD

- 2.1 The NOC E- CARD is and shall remain the property of the Company and shall be returned to the Company upon termination of this agreement.
- 2.2 The NOC E- CARD may be used by the Client or User to obtain Supplies made available by the company from time to time but shall under no circumstances be used to obtain cash.
- 2.3 The NOC E- CARD shall only be used to the extent of deposited funds as set by the Company from time to time and the usage details as specified in the relevant NOC E- CARD Order Form.
- 2.4 The NOC E- CARD shall not be transferable and shall only be valid for use by the Client or the User in respect of the vehicle whose details are specified in the NOC E- CARD Order Form and printed on the NOC E- CARD.
- 2.5 The NOC E- CARD shall only be used within the period of its validity.
- 2.6 The NOC E- CARD shall be presented to the COMPANY service station personnel prior to any transaction. The Company shall not be liable for the refusal by such personnel to accept or honour the NOC E- CARD due to force majeure.
- 2.7 Any and all transactions effected by the use of the NOC E- CARD will give rise to a transaction record binding upon the Client.
- 2.8 By entering the PIN code during a transaction, the Client or User signifies its acceptance of the transaction and agrees to make full payment for the products or services thereby provided.
- 2.9 The Client expressly confirms that for the purchase of fuel, the transaction will be limited only to obtaining Supplies directly into the tank of the nominated motor vehicle as specified in the NOC E- CARD Order Form and, where possible, printed on the NOC E- CARD.
- 2.10 The transaction records at the point of sale shall constitute conclusive proof of any purchase.

3 Article Three: Obligation and Liability

- 3.1 The Client shall have the obligation to inform the Company of any desired changes in the limitations and features set on the NOC E- CARD in writing.
- 3.2 The Company may issue a NOC E- CARD for use by any person nominated by the Client as a User but the Client shall remain responsible for any and all liability arising out of and in connection with the use of the NOC E- CARD by such User.
- 3.3 The Client shall ensure the safety of the NOC E- CARD and the secrecy of the PIN at all times and shall not reveal the PIN to anybody except the User.
- 3.4 No claim by the Client against the operator of any NOC service station may be the subject of a set off or counterclaim against the Company.
- 3.5 The Company shall not be liable if it is unable to perform its obligations under this agreement by itself or by its agent or subcontractors due to failure of any machine, data processing system or transmission link or anything outside the control of the Company, its agents or subcontractors.
- 3.6 The Client on the prepaid option shall load credit on its NOC E- CARD at the NOC E- CARD centre situated at the Company's head office. Any payments through the bank will only take effect when received at the head office of the Company and credited to the Client's account in cleared funds and any amounts not received in cleared funds on the due date shall be deemed not to have been paid.

4. Article Three: Loss or Theft of the Card

- 4.1 If the NOC E- CARD is lost or stolen the Client must notify the Company immediately by telephone and such notification must be confirmed in writing within 48 (forty eight) hours of such loss or theft. The Client shall remain liable for any unauthorized use of the NOC E- CARD until 48

(forty eight) hours after receipt by the Company of the written notification from the Client. To this extent, the Client indemnifies the Company in respect of all claims made against the Company and all claims, costs, expenses suffered or incurred by the Company arising from the theft, loss, or misuse of a NOC E- CARD whether fraudulent or not, which occurs before receipt of the notification as stated above or as a result of any fraud, willful negligence or breach of any of these conditions of use by the Client or User.

- 4.2 The Client shall give the Company all information in its possession as to the circumstances of the loss and shall take all necessary steps to recover the NOC E- CARD.
- 4.3 Once recovered, the Client may not use the NOC E- CARD until the Company has given approval therefore.

5. Article Five: Cancellation of the NOC E- CARD

- 5.1 Upon termination of the this agreement, the Client shall return the NOC E- CARD to the Company provided that the Client shall, notwithstanding termination of This Agreement, remain responsible for all charges incurred in connection to the use of the NOC E- CARD prior to its being returned to the Company. Should the Client or User attempt to use the NOC E- CARD after any and all termination shall be liable to criminal prosecution.
- 5.2 Upon written request to the Company accompanied by the return of the NOC E- CARD for which the Client is responsible, the Client may at any time terminate this Agreement by giving 30 (thirty) days' written notice to the Company.
- 5.3 Where, for any reason, the Supply Agreement is terminated this Agreement shall automatically terminate and the NOC E- CARD shall be cancelled forthwith. Upon the termination of the Supply Agreement the provisions of Clause 4.1 of This Agreement shall apply.

6. Article Six: General Conditions

- 6.1 The Company must be notified in writing of any change in the Client's address. Any notices sent by the Company to the Client at the address last notified to the Company by such Client shall be deemed duly served.
- 6.2 The Client shall not use the NOC E- Card in contravention of any rule of law in force nor as an aid towards any such contravention.
- 6.3 In the event that the Client is a company the signatory to this document on behalf of the Client warrants that he or she is duly authorized to sign this document.
- 6.4 The parties agree that this is the entire agreement between them with regard to the use of the NOC E- Card and waive the right to rely on any alleged express provision or representation not contained herein.
- 6.5 The NOC E- Card may only be used within the territories of the Federal Democratic Republic of Ethiopia.

7. Article Seven: Revision of the General Conditions

The Company may modify the terms of this 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.

8. Article Eight: Effective Date

This agreement shall come into force from the date of its signature by the parties and shall remain in force for the period of **two** years. With respect to the cards issued prior to the date of termination, this agreement shall be applicable provided that the life of the cards has not yet been expired and shall be renewed for another similar term unless either of the contracting parties advises the other in writing its wish to discontinue the contract.

This Agreement is signed, accepted, and agreed to this _____ day of _____ 2016 [year], by the undersigned parties, who acknowledge that they have read and understood this Agreement and its attachments.

For the Supplier

For the Customer

Name: - Shisema Shewaneka

Name: - _____

Position: - Chief Operating Officer

Position:- _____

Signature: - _____

Signature:- _____

Date: - _____

Date: - _____

Witnesses

<u>Name</u>	<u>Signature</u>	<u>Date</u>
1. <u>Samson Demelash</u>	_____	_____
2. <u>Tekeste Tibebu</u>	_____	_____
3. <u>Hiwot Asefa</u>	_____	_____