

MEMORANDUM OF AGREEMENT
PETRON FLEET CARD

KNOW ALL MEN BY THESE PRESENTS:

This Memorandum of Agreement for Petron Fleet Card ("Agreement") is executed and entered into by and between:

PETRON CORPORATION ("PETRON"), a corporation organized and existing under Philippine laws, with principal office address at the SMC Head Office Complex, 40 San Miguel Avenue, Mandaluyong City, represented herein by its Vice President – Retail Sales, **MAGNOLIA CECILIA D. UY**, and its Cards Business Group Manager, **MARBELSON L. JIZ**;

- and -

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY ("TESDA"), a national government agency created and existing under and by virtue of Republic Act No. 7796, with principal address at TESDA Complex, East Service Road, South Luzon Expressway, Fort Bonifacio, Taguig City, Metro Manila, Philippines, represented herein by its Director General, **SEC. ISIDRO S LAPEÑA, PhD, CSEE**.

PETRON and the TESDA are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WITNESSETH: That -

WHEREAS, PETRON is a petroleum company that is also engaged in the business of marketing and distribution of petroleum products through, among others, the issuance of fleet cards;

WHEREAS, TESDA is the national government agency empowered under Republic Act No. 7796 to carry out and implement the government flagship programs in developing the country's middle level workforce through competent technical education and skills development training in order to make them highly effective and globally-competitive Filipino middle-level manpower;

WHEREAS, TESDA is in need of an efficient, reliable, continuous and steady supply of petroleum products such as gasoline, diesel, lubricants and minor services for its fleet of vehicles and other like equipment;

WHEREAS, PETRON can provide an efficient clearing, settlement and collection system for its client's fuel purchases through the use of fleet cards.

WHEREAS, TESDA through its Bids and Awards Committee (BAC) issued and posted an Invitation to Bid (ITB) in the websites of the Philippine Government Electronic Procurement System (PhilGEPS) and TESDA and posted the same at the bulletin board near TESDA Gate 1 on 19 November 2021 pursuant to Section 21 of the Revised Implementing Rules and Regulations (RIRR) of Republic Act No. 9184, otherwise known as the Government Procurement Reform Act, for the Procurement of Fuel and Lubricants (Gasoline and Diesel) through Fuel Card System for the TESDA Central Office Service Vehicles for FY 2022 with an Approved Budget for the Contract (ABC) of **Eight Million Six Hundred Seventy Thousand Nine Hundred Eighty-Four Pesos and 50/100 (₱8,670,984.50)**;

WHEREAS, only Petron Corporation signified the interest to participate in said bidding process by purchasing bidding documents;

WHEREAS, upon careful examination, validation and verification of all the technical and financial proposals submitted by PETRON during Bid Opening dated 16 December 2021, the bid offered by PETRON has satisfactorily complied with the requirements set forth by Republic Act No. 9184 and TESDA;

WHEREAS, the bid offer of PETRON amounting to Seven Million Nine Hundred Forty-Three Thousand Two Hundred Sixty-Seven Pesos and 97/100 (₱7,943,267.97) has been determined as the Single Calculated and Responsive Bid (SCRB) for the Procurement of Fuel and Lubricants (Gasoline and Diesel) through Fuel Card System for the TESDA Central Office Service Vehicles for FY 2022;

WHEREAS, the recommendation and approval to award the contract in favor of PETRON was done in accordance with Bids and Awards Committee (BAC) Resolution No. 01-2022 issued on 12 January 2021 had been approved by the Director General;

NOW, THEREFORE, for and in consideration of the foregoing premises and of the terms and conditions hereunder set forth, the Parties hereby mutually agree as follows:

1. This Agreement shall take effect upon signing thereof and shall continue until 31 December 2022 unless the Parties or any of the Parties decide to terminate the Agreement before the term ends. In case of such termination, the Party initiating the termination shall notify the other Party at least thirty (30) calendar days from the date of the effectivity of termination without prejudice to the obligations already incurred. Specifically, activities that take time to finish and have already been commenced shall continue until conclusion with due consideration to the effectivity of the termination as herein contemplated.
2. The Parties agree that the following Annexes constitute integral parts of this Agreement:

- (a) Annex 1: Application Form and Cardholder Information filled out and signed by the TESDA;
- (b) Annex 2: Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card; and
- (c) Annex 3: Towing and Roadside Assistance Service Agreement with Ibero Asistencia.

The TESDA warrants that the information supplied in Annex 1 is true and accurate and may be relied upon for the purpose of processing the application under the Petron Fleet Card program. The TESDA further agrees with the entirety of the Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card in ANNEX 2.

In case of conflict, discrepancy or inconsistency between the aforementioned Annexes and this Agreement, the latter shall prevail.

- 3. PETRON shall serve the TESDA through the Petron Fleet Cards issued to authorized persons and/or vehicles. The Petron Fleet Cards shall be used solely for purposes of purchasing fuels, lubes and/or services from participating Petron Service Stations.
- 4. The TESDA shall be responsible for and shall ensure that the Petron Fleet Card transaction slip accurately reflects any and all purchases charged under the Petron Fleet Card. The TESDA may dispute the Petron Fleet Card transaction slip within fifteen (15) calendar days from receipt thereof by providing PETRON with a written notice of the disputed items together with supporting details. If no such notice of dispute with proper supporting details has been sent to PETRON within the foregoing period, the Petron Fleet Card transaction slip shall be deemed conclusive and binding upon the TESDA for all purposes of this Agreement.
- 5. The TESDA shall also be responsible for safely retaining the Petron Fleet Card transaction slips. Any request for copies of the Petron Fleet Card transaction slips should be made within fifteen (15) calendar days from the date of the relevant transactions. Otherwise, the request shall no longer be accommodated by PETRON.
- 6. The TESDA agrees to examine its statement of account and to report any discrepancy within ten (10) working days from receipt thereof. If no error is reported by the TESDA in writing within such period, the statement of account shall be considered as conclusively correct with respect to the TESDA.
- 7. The TESDA shall be liable for the payment of all obligations or charges arising from the use of the Petron Fleet Card including those which are attributable to the fraudulent use of the Petron Fleet Card by its employees, agents and/or authorized representatives.

8. The TESDA shall immediately report in writing to PETRON if any of its Petron Fleet Card is lost or stolen. The TESDA shall be liable for all purchases made prior to the receipt by PETRON of the written notification. Replacement fees plus VAT shall be charged for each damaged or lost Petron Fleet Card as follows:

- | | |
|-----------------|---------|
| a. Damaged Card | P250.00 |
| b. Lost Card | P250.00 |

The foregoing fees may be changed by PETRON by giving the TESDA a written notice thirty (30) days prior to the date of change.

9. For purposes of this Agreement, participating Petron Service Stations are those Petron Service Stations with a Petron Fleet Card point-of-sale terminal. A list of these service stations will be provided by PETRON to the TESDA. The said list may be changed by PETRON without prior notice to the TESDA. PETRON shall provide the TESDA an updated list of participating Petron Service Station from time to time or upon the TESDA's request.
10. PETRON shall waive the one-time joining fee of Php5,000 and the first year membership fee of Php300 per card for all Petron Fleet Cards it issues to the TESDA. PETRON shall waive the membership fee for succeeding years provided that the TESDA's average monthly consumption for the immediately preceding year shall amount to a minimum of two hundred (200) liters per card taking into account all enrolled vehicles.
11. PETRON shall charge a handling fee of 3.5% on the purchase of fuel.
12. The purchases within a given billing cycle, irrespective of purchase date, shall fall due and be payable, without need of demand, thirty (30) calendar days after the end of the billing cycle. Applicable three percent (3%) per month late payment charge shall be imposed on any and all past due amount. Unless otherwise subsequently instructed by PETRON, the TESDA shall make all payments for its Petron Fleet Card account through any Union Bank or Banco de Oro (BDO) Branch.

Billing cycle shall commence on the date after the signing of this Agreement by TESDA to the same day of the succeeding month. Card limits refresh on the first day of the billing cycle.

13. The TESDA agrees to pay in full all outstanding charges appearing on the monthly statement of account on or before the indicated payment due date. Should the due date for payment fall on a Saturday, Sunday or holiday, the payment due date automatically becomes the last working day before the said payment due date. Should any outstanding amount remain unpaid after the payment due date, PETRON may suspend, cancel or terminate the TESDA's Petron Fleet Cards and/or withdraw the privileges granted to the TESDA's card holders immediately. This shall be without prejudice to the

other rights and remedies of PETRON under this Agreement or in law or equity.

14. The TESDA earns one (1) point for every P100.00 worth of purchases of PETRON fuels, lubes and/or services through its Petron Fleet Cards at any participating Petron Service Stations. Points may be redeemed for premium items as listed in PETRON's rewards catalogue provided that the TESDA is not in default at the time of redemption.
15. PETRON shall enroll all vehicles that the TESDA registers under the Petron Fleet Card program for free 24-hour towing and roadside assistance service. This privilege shall be subject to the terms and conditions governing the service agreement between PETRON and Ibero Asistencia, the service provider.
16. Any amendment to this Agreement shall be in writing and signed by both Parties.
17. The Parties shall mutually comply with the applicable provisions of the Data Privacy Act of 2012, also known as Republic Act No. 10173, its implementing rules and regulations, the issuances and circulars of the National Privacy Commission, as well as other applicable personal data privacy and protection laws and regulations (collectively, "Privacy Laws"). At all times, the Parties shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal information and sensitive personal information as defined under the Privacy Laws (collectively, "Personal Data") that may be processed pursuant to this Agreement. In the event that any Personal Data shall be disclosed in relation to this Agreement, the Party disclosing such Personal Data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws).
18. The Parties agree that all the stipulations herein contained shall be deemed conditions as well as covenants and that if default or breach be made of any such covenants and conditions, then this Agreement may be terminated and cancelled by the non-defaulting Party upon written notice to the defaulting Party; provided, however, that except for non-payment default, no default shall be declared under this Agreement unless the Party in default has been given thirty (30) calendar days after written notice to cure such default or breach.
19. Any dispute, claim, controversy, or disagreement arising out of or in connection with this Agreement cannot be settled amicably within thirty (30) calendar days after written notice, shall be resolved or adjudicated in accordance with the provisions of Republic Act No. 876, otherwise known as "The Arbitration Law", as amended by Republic Act No. 9285, otherwise known as "Alternative Dispute Resolution Act of 2004".

20. Any dispute arising out of or in relation with this Agreement shall exclusively be brought before the courts of Mandaluyong City, to the exclusion of all other courts.
21. Both Parties may, subject to mutual agreement, extend this Agreement for a period as may be deemed appropriate in writing. However, such extension shall be subject to Republic Act No. 9184 and pertinent rules and regulations issued by the Government Procurement Policy Board (GPPB) on extension of contracts.

IN WITNESS WHEREOF, the Parties have hereto signed this Agreement on the date and at the place mentioned in the acknowledgment.

PETRON CORPORATION

**TECHNICAL EDUCATION AND
SKILLS DEVELOPMENT
AUTHORITY**

By:

By:



MAGNOLIA CECILIA D. UY
Vice President – Retail Sales



SEC. ISIDRO S LAPENA, PhD,
CSEE
Director General



MARBELSON L. JIZ
Manager – Cards Business Group

SIGNED IN THE PRESENCE OF:



PATRICIA SELINA R. PANLILIO
Area Sales Manager
Cards Business Group



DIR. JULIET O. OROZCO
Director IV
Administrative Service

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) ss.

ACKNOWLEDGMENT

BEFORE ME, a Notary Public for and in above jurisdiction, on 28 JAN 2022 personally appeared the following with their respective government issued identification cards, to wit:

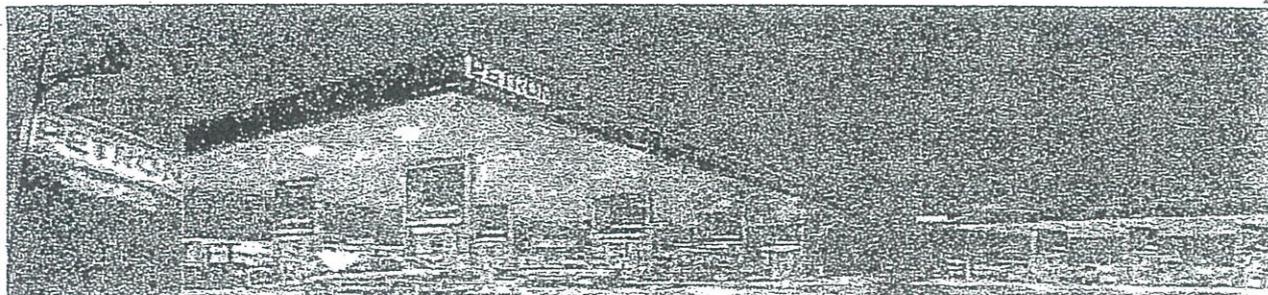
Name	Competent Evidence of Identity	Date / Place of Issue
MAGNOLIA CECILIA D. UY	Passport No. P5483679A	January 2, 2018 / DFA NCR East
MARBELSON L. JIZ	Passport No. P7297389B	July 29, 2021 / DFA NCR East
SEC. ISIDRO S LAPENA		

all known to me and to me known to be the same persons who executed the foregoing Memorandum of Agreement for Petron Fleet Card which consists of seven (7) pages, including the acknowledgment pages, and signed at the left margin of each and every page by the parties executing this instrument and their witness. They acknowledged to me that their signatures on the instrument were freely and voluntarily affixed by them for purposes stated therein and that they were duly authorized by PETRON CORPORATION and TESDA.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on the date and place above written.

Doc. No. 318 ;
Page No. 64 ;
Book No. III ;
Series of 2022.


Atty. DONATO C. MANGUIAT NOTARY PUBLIC
Notary Public
Commission No. NP-080
Extended until June 30, 2022 under B. M. No. 3795
IBP No. 170701, December 16, 2021, QC
PTR No. 2442857, January 3, 2022, QC
Attorney's Roll No. 30885
MCLE No. VI-0028934
Mobile No. +639183363108
Office Address: No. 2 Marunong St., Brgy. Central QC



PETRON FLEET CARD Application Form

1. APPLICANT INFORMATION

Company Name	TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY		
Business Address	EAST SERVICE ROAD, SOUTH LUZON EXPRESSWAY(SLEX)		
	FORT BONIFACIO, TAGUIG CITY	Postal Code:	1630
Billing Address (if different from above)			
		Postal Code:	
Contact Numbers	Telephone: 836-8359	Fax:	
E-mail Address	generalservices@tesda.gov.ph		
Nature of Business	GOVERNMENT AGENCY		
Type of Company	Please mark with "x" <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
Name of Fleet Manager	ARMELA B. GUTIERREZ / REGINA S. TEOCO	Telephone:	836-8359
Company Name to be embossed on the card	TESDA MAIN OFFICE (Not to exceed 26 letters)		

1. Do you currently have another Fleet Card?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Name (if yes):
2. Did anyone introduce you to Petron Fleet Card?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Name (if yes):
3. Fees	One-time Joining Fee – Php5,000	Annual Membership Fee – Php300 per card	

2. CARDHOLDER INFORMATION

(Please use Attachment A for the Cardholder Information)

3. AGREEMENT TO TERMS AND CONDITIONS

The Applicant applies to Petron Corporation ("Petron") to open a Petron Fleet Card and once this application is approved, the Applicant agrees with the Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card printed hereof. The Applicant warrants that all information given in any section of this form is true and correct. Likewise, the signatory to this application acts in behalf of the Applicant and has full authority to apply for Petron Fleet Card/s and issue the same to the cardholders designated in item 2 above and that the Applicant authorizes Petron to make inquiries on any information given on this application and agrees to indemnify Petron from all claims, demands, penalties, actions and proceedings brought against the latter, or any loss or damage suffered in relation to the disclosure of said information. The Applicant acknowledges that Petron may vary, modify, or change the Terms and Conditions Governing the Issuance and Use of the Petron Fleet Card from time to time.

Authorized Signature: _____

Printed Name: _____

Witnessed by: _____

SEC. ISIDRO S. LAPENA, PhD, CSEE

Date: _____

Designation: DIRECTOR GENERAL

APPLICATION DOCUMENTS

<p>Corporations Completely filled-out Application Form Signed Terms and Conditions Cardholder Information Sheet Business Profile Latest ITR and Audited F.S. SEC Registration Papers/Articles of Incorporation and By-laws/Mayor's Permit Secretary's Certificate authorizing (a) the Enrollment in Petron Fleet Card (b) Appointment of Authorized Signatory (c) Company guaranty for all Petron Fleet Cards Issued</p>	<p>Partnerships Completely filled-out Application Form Signed Terms and Conditions Cardholder Information Sheet Business Profile Latest ITR and Audited F.S. SEC Registration Papers/Articles of Partnership and By-laws/Mayor's Permit Partnership Resolution authorizing (a) the Enrollment in Petron Fleet Card (b) Appointment of Authorized Signatory (c) Company guaranty for all Petron Fleet Cards Issued</p>	<p>Sole Proprietorship Completely filled-out Application Form Signed Terms and Conditions Cardholder Information Sheet Business Profile (if any) Copy of valid ID (Driver's License, PRG card, etc.) Latest ITR/Audited F.S./Proof of Income Mayor's Permit (if any) Latest billing statement from utility companies (must be in the applicant's name)</p>
---	--	---

**Terms and Conditions Governing the Issuance and Use of the
PETRON FLEET CARD**

1. **THE PETRON FLEET CARD.** The Petron Fleet Card is the exclusive property of Petron Corporation and its privileges may be terminated by Petron Corporation any time and for whatever reason, in which case the Customer and/or Cardholder agrees to surrender the Petron Fleet Card/s upon receipt of a written notice of termination from Petron Corporation. The Customer agrees to hold Petron Corporation free and harmless from any claim for damages arising from such termination. For the purpose of this document, Customers and Cardholders may be interchangeably used to denote the party who availed of the Petron Fleet Card. The Customer agrees that purchases made by the Cardholders are valid and made in behalf of the Customer.
2. **CUSTOMER'S RESPONSIBILITY.** The Customer is responsible for all purchases made by the Cardholder nominated during account opening. The Customer shall be liable for all purchases made through the Petron Fleet Card including all interests and penalties, fees and other charges without the necessity of proof of signed transaction receipts.
The Customer shall be responsible for and shall ensure that the Fleet Card Transaction Slip accurately reflects any and all purchases charged to the Fleet Card. In the absence of a disputed transaction report received from Customer stating the complete transaction details and circumstances of the dispute, the Fleet Card Transaction Slip shall be deemed as conclusive and binding.
The Customer shall also be responsible for safely retaining the Fleet Card Transaction Slips. Any requests for copies of the Fleet Card Transaction Slips should be made within 30 days from the date of transaction/s, otherwise the same will no longer be accommodated by Petron. Customer agrees to examine its Statement of Account and to report any discrepancy immediately. If no error is reported in writing within 30 days from the statement due date, the Statement of Account shall be considered as conclusively correct.
Customer shall be liable for the payment of all obligations or charges arising from the use of the Fleet Card, which are attributable to the fraudulent use of the Fleet Card by its employees.
3. **JOINING AND ANNUAL MEMBERSHIP FEES.** The Customer shall pay to Petron Corporation the Joining Fees and Annual Membership Fees for the privileges of membership and use of the Petron Fleet Card.
4. **EXPIRY AND RENEWAL OF THE PETRON FLEET CARD.** The Petron Fleet Card shall be valid from the day of issuance until voluntarily surrendered by the Customer or cancelled by Petron Corporation due to non-payment of outstanding purchases, interests or fees, or for whatever reason as may be deemed necessary by Petron Corporation to cancel said cards.
5. **PURCHASE LIMITS.** Upon approval of the Customer's account, certain limits will be set based on the Customer's request vis-à-vis decision of Petron Corporation's approving officers. These limits are Frequency Limit per Day, Transaction Limit, Daily Limit and Monthly Limit. The Customer recognizes that the limits set on the Petron Fleet Card during account opening such as Frequency Limit per Day, Transaction Limit, Daily Limit and Monthly Limit are electronic system settings only and should not be the basis for the Customer's refusal to pay its outstanding obligations. The Customer agrees to pay all purchases made by its cardholders regardless whether said purchases go beyond the limits earlier set.
6. **LOSS OF PETRON FLEET CARD.** The Customer shall immediately report to Petron Corporation in writing if any card is lost or stolen. Customer shall be liable for all purchases made prior to receipt of the written notification by Petron. A reasonable replacement card fee shall be imposed.
7. **PAYMENTS.** The Customer shall receive a monthly billing statement from Petron Corporation and the Customer agrees to pay the amount due stated on or before the last day of payment indicated on said billing statement. Failure to pay the amount due on the payment date shall bear the appropriate late payment fee of 3% per month.
Customer agrees to pay in full all the outstanding charges appearing on the monthly Statement of Account on or before the payment due date indicated in the Statement of Account. If the due date for payment falls on Saturday, Sunday or holiday, the payment due date automatically becomes the last working day prior to said payment due date. Petron reserves the right to suspend, cancel or terminate the use of Fleet Card or withdraw the privileges of the Cardholders in case any outstanding amount remains unpaid after payment due date.
8. **PARTICIPATING MERCHANTS.** Petron Corporation has contracted with selected Petron service stations and/or other establishments to honor Petron Fleet Customers. Petron Corporation shall not be responsible or liable to the cardholder, if for any reason, the card is not honored. The Customer's liability to Petron Corporation is absolute. The existence of any dispute or claim between the cardholders and the participating service station shall not affect the Customer's obligation to pay Petron Corporation of its outstanding obligations including penalties, interests or other charges thereon.
9. **COMPANY ACCOUNTS.** A company which applied for a Petron Fleet Card shall furnish Petron Corporation, together with a signed copy this application form, a board resolution authorizing for the application for the Petron Fleet Card and designation of an officer of the company to sign in behalf of the company. The officer of the company shall be jointly and severally liable together with the company to the amount due arising from the use of the Petron Fleet Card.
10. **SURETYSHIP.** All Customers with guarantors or surety shall be jointly and severally liable with those guarantors or surety. The Customer's spouse shall automatically be a surety who shall likewise be jointly and severally liable with the cardholder.
11. **DELINQUENCY.** In the event of delinquency, the Customer is liable to pay all charges, fees and other obligations incurred by using the Petron Fleet Card. In the event of any future delinquency, the Customer authorizes Petron Corporation to submit and/or include the Customer name in the database of any credit bureau or institution used for credit verification. Likewise, this Agreement binds the Customer's assigns, heirs, successors for the entire amount of the obligation.
It is also expressly agreed that in the event Customer's non-payment of all charges, fees and other obligations incurred from the use of the Petron Fleet Card, Petron Corporation shall have the irrevocable authority to automatically set-off and apply without notice to the Customer, all the funds, salaries, credits, securities, moneys, and/or accounts receivable that are in the possession of Petron Corporation (and/or its mother company, San Miguel Corporation, and/or all of its affiliates and subsidiaries) and are due or owing to the Customer, as payment for the unpaid charges, fees and other obligations.
12. **CANCELLATION.** The Customer may voluntarily cancel their account through a written request of cancellation. In cases of cancellations, all cards must be surrendered to Petron Corporation. Likewise, all outstanding charges including fees, interests and penalties must be settled.
13. **CHANGES.** The Customer shall inform Petron Corporation in writing of any change in Billing Address, Civil Status (for individuals), or any other pertinent information regarding the account.
14. **LIMITATION OF LIABILITY.** In the event of any action which the Customer may file against Petron Corporation for any cause whatsoever, Customer agrees that Petron Corporation's liability shall not exceed the amount Pesos: Five Thousand Only (P5,000) or the actual damages suffered by the Customer, whichever is lesser.
15. **AMENDMENTS.** Petron Corporation may, at any time change or modify this Agreement for whatever reason it may deem proper and necessary.
16. **TRANSFER OF RIGHTS.** All rights and interests of Petron Corporation under this Agreement may be transferred or assigned to another party without the consent of the Customer, his surety or guarantors.
17. **CURRENCY.** All charges incurred by the Customer shall be billed and payable in Philippine currency.
18. **DISCLOSURE.** The Customer hereby consents to the disclosure of the Petron Fleet Card account to a third party and hold Petron free and harmless from any liability that may arise.
19. **SEPARABILITY CLAUSE.** The enforceability or validity of this Agreement whether in whole or in part, shall not be affected by the enforceability or validity, whether temporary or permanent, of any particular provision hereof because of restrictive laws, regulations, or judicial or administrative determinations obtained during any period hereof or for any other cause.
20. **DISPUTE RESOLUTION.** As much as possible, disputes shall be settled amicably between the parties. However, if it becomes necessary for either party to go to court to enforce its rights, hereunder, it is agreed upon that venue shall be the appropriate courts of Mandaluyong City, Metro Manila, to the exclusion of all other courts.
The party not prevailing in court shall pay the other party a reasonable compensation for attorney's fees amounting to the actual expense of litigation but in no case lower than PhP25,000.00.
21. **OTHER PROVISIONS.** The provisions stipulated in this Agreement as well as those provisions included in other materials such as Transaction Slips, Welcome Letters, Welcome Kits and other related documents are made an integral part of this Agreement and they can be referred to whenever necessary.

It is agreed that the terms and conditions mentioned herein as well as other provisions mentioned above shall govern the use of the Petron Fleet Card covering the Customer and his/her/its cardholders.

SEC. ISIDRO S. LAPENA, PhD. CSEE

Signature over Printed Name / Date Signed
(Authorized Signatory)

TECHNICAL EDUCATION AND SKILLS DEVELOPMENT AUTHORITY
Company Name

Account No.



Petron Fleet Card
Cards Business Group
Ground Floor, SMAC Complex,
40 San Miguel Avenue Ave. corner
Lourdes Street, Mandaluyong City, 1550

PETRON FLEET CARD – ADMIN CARD STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein, the term "Agreement" shall refer to this Petron Fleet Card – Admin Card Standard Terms and Conditions. "Petron" shall refer to Petron Corporation. "Cardholder" shall refer to the entity identified below who has availed of the Petron Fleet Card – Admin Card services. "Parties" shall refer to both Cardholder and Petron. "Party" shall refer to either Petron or Cardholder, and "Card" shall refer to the Petron Fleet Card – Admin Card(s) issued by Petron for the account of the Cardholder.
2. **THE CARD.** The Card is the exclusive property of Petron. The Card may be cancelled and its privileges may be terminated by Petron at any time and for whatever reason without notice to the Cardholder. The Cardholder agrees to surrender the Card upon demand of Petron. The Cardholder agrees to hold Petron free and harmless from any and all claims, fees, liability and damages, arising from such cancellation, termination and/or surrender. The Card should only be used to serve the fuel requirements of the Cardholder. Fuel purchased using the Card must not be sold or distributed to internal/external accounts of the Cardholder.
3. **ACTIVATION.** Activation of the Card is subject to Petron's policies and procedures, which may include the Cardholder's submission of and/or compliance with various requirements. Upon activation of the Card, the Cardholder agrees that purchases made on the Card shall be valid and made in behalf of the Cardholder. Petron reserves the right to deactivate the Card without any obligation to disclose the reason therefor. The Cardholder shall hold Petron free and harmless for any claim arising from the deactivation and/or non-activation of the Card.
4. **EFFECTIVITY AND TERMINATION.** The Card shall be valid from the day of its issuance until the Card is surrendered by the Cardholder or terminated for any reason whatsoever, whichever comes earlier.
5. **PARTICIPATING MERCHANTS.** The Card may be presented for use in participating merchants such as Petron service stations and/or other partner establishments. The list of participating merchants may be subject to modification without prior notice to the Cardholder. Petron shall not be responsible or liable to the Cardholder, if for any reason, the Card is not honored. The existence of any dispute or claim between the Cardholder and the participating merchant shall not affect the Cardholder's obligation to pay Petron its outstanding obligations including penalties, interests and other charges thereon.
6. **CARD FEATURES AND BENEFITS.** The Card entitles the Cardholder's nominated driver(s), vehicle(s) and/or equipment as approved and received by Petron to make purchases of various Petron products and services (within the purchase limits granted by Petron and subject to the restrictions of the Card) and to avail of certain benefits. Petron has the right to change, alter, revise or modify features and benefits of the Card upon notice to the Cardholder. Thereafter, the Cardholder's continued use of the Card shall be deemed as the Cardholder's agreement and conformity to all said modifications.
7. **PRODUCTS AND SERVICE OFFERS.** The Cardholder hereby allows and authorizes Petron, Petron's parent company, subsidiaries, affiliates, and agents to offer selected products and services to the Cardholder through mail/e-mail/fax/short message services or by telephone. As applicable, this constitutes the Cardholder's consent for any processing, use, transfer and disclosure of the names, addresses, contact details, account and other relevant information of the Cardholder's nominated driver(s) for the purposes indicated above.
8. **CARDHOLDER'S RESPONSIBILITIES.** The Cardholder's responsibilities shall include, but shall not be limited to the following:
 - a. Review the current and any updated version(s) of Petron's policies and procedures as may be applicable to the Card.
 - b. Use the Card in accordance with Petron's terms and conditions, policies and procedures, circulars and other issuances now existing or released by Petron in the future.
 - c. Be accountable for all charges made through the Card including all interests, penalties, fees and other charges without the necessity of proof of signed transaction receipts.
 - d. Ensure that the Fleet Card Transaction Slip accurately reflects any and all purchases charged to the Card. In the absence of a disputed transaction report received from the Cardholder stating the complete transaction details and circumstances of the dispute within thirty (30) days from the date of the transaction, the Fleet Card Transaction Slip shall be deemed as final and conclusive.
 - e. Retain the Fleet Card Transaction Slips for transactions using the Card.

- f. Maintain the Card with the highest level of security.
- g. Understand that misuse of the Card will result in the automatic suspension/termination or deactivation of all privileges related to the Card.

9. **PURCHASE LIMITS.** Upon approval of the Cardholder's account, purchase limits may not be modified except with the prior written consent of Petron. The Cardholder recognizes that the limits set on the Card, as applicable, during account opening such as but not limited to the Frequency Limit per Day, Transaction Limit, Daily Limit and Monthly Limit are electronic system settings only and should not be the basis for the Cardholder's refusal to pay its outstanding obligations. The Cardholder agrees to pay all purchases made on the Card regardless of whether said purchases exceed the limits earlier set.

10. **BILLING STATEMENT.** A monthly Billing Statement ("Bill") will be given to the Cardholder. In case the Cardholder does not receive the Bill within the succeeding month, the Cardholder shall immediately inform Petron of such fact. In the absence of any report of non-receipt of the Bill, the Cardholder shall be deemed to have received the same. The absence of the Bill or the Cardholder's failure to receive the same shall not relieve the Cardholder from the timely payment of all charges arising from the use of the Card. The Bill shall form an integral part of this Agreement.

In the event of any error in the Bill, the Cardholder shall immediately notify Petron of the said error. If no error is reported within thirty (30) calendar days from the date of the Bill, the Cardholder agrees and confirms that the Bill shall be deemed as final and conclusive. The Cardholder hereby waives the presentation of the charge/transaction slips to prove the validity of the transactions in the Bill.

If the Cardholder notifies Petron of a dispute in the Bill, the Cardholder shall have the option not to pay the disputed amount while Petron is conducting an investigation, but the Cardholder must pay such portion of the total outstanding balance which is not in dispute on or before the payment due date. Petron shall treat the disputed amount as an outstanding balance against the Cardholder's applicable purchase limit. If after Petron's investigation, the Cardholder's claim is established to be valid, the Cardholder shall not be liable to pay interest charges and late payment charges related to the disputed amount only. Otherwise, the Cardholder shall be liable to pay the disputed amount, the corresponding interest charges and late payment charges due thereon computed from the transaction date up to the date of actual payment. The Cardholder hereby accepts that Petron's findings after the investigation shall be conclusive. Petron reserves the right to qualify the type of transactions/charges that may be considered for dispute.

11. **PAYMENT.** The Cardholder agrees to pay the amount due stated on the Bill on or before the last day of payment indicated on the Bill ("Due Date"). Failure to pay the amount due on the Due Date shall bear the appropriate penalty of three percent (3%) per month, where a fraction of a month shall be considered one (1) month. Petron shall have the right to change the rate of the penalty provided that reasonable notice thereof is given to the Cardholder.

In the event of Cardholder's non-payment of charges, fees and other obligations incurred from the use of the Card in whole or in part, Petron shall have the irrevocable authority to automatically set-off and apply without notice to the Cardholder, all the funds, salaries, credits, securities, moneys, and/or accounts receivables that may be in the possession of Petron (and/or Petron's parent company, affiliates and subsidiaries) and are due or owing to the Cardholder, as payment for the unpaid charges, fees and other obligations and to suspend, cancel or terminate the use of the Card or withdraw the privileges of the Cardholder, which shall be without prejudice to other remedies that may be availed of by Petron under this Agreement, the law or in equity.

12. **FEES AND CHARGES.** The Cardholder shall pay the Joining Fees and Annual Membership Fees for the privileges of membership and use of the Card. Petron reserves the right to change at any time the amount, rate, types and/or basis of calculation of all fees and charges payable by the Cardholder.

13. **TAXES.** The Cardholder agrees to pay any and all taxes, related fees and other charges on the Card transactions, now existing or as may be imposed in the future.

14. **LOSS, THEFT AND MISUSE.** The Cardholder shall immediately report to Petron in writing if the Card is lost or stolen. If the Card is lost or stolen, the Cardholder shall be liable to pay any and all transaction/s made on the Card prior to reporting the loss or theft to Petron. The Cardholder agrees to pay the fee as may be charged by Petron for the replacement of the Card. In case of disputed charges billed to the Cardholder, the Cardholder understands that Petron may temporarily reverse such charges while conducting an investigation of the claim. However, if Petron's investigation proves that the disputed charges were validly made, purchases and charges thereon by the Cardholder will be reinstated in the Bill with retroactive interest charges which shall all be payable by the Cardholder.

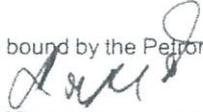
The Cardholder shall be liable for the payment of any and all obligations or charges arising from the use of the Card, which are attributable to any improper and/or fraudulent use of the Card by its officers, employees, agents and other representatives. Petron shall not be liable for any loss or damage suffered by the Cardholder due to the said misuse of the Card. Corresponding penalties may be charged to the Cardholder if proven that the Card was misused by any of their officers, employees, agents and other representatives.

15. **REPRESENTATIONS AND WARRANTIES.** The Cardholder represents and warrants that the Cardholder:
 - a. has the legal capacity to enter into this Agreement and the Cardholder's representative(s) herein is/are duly authorized to bind the Cardholder such that the obligations herein shall be given full force and effect.
 - b. did not give, nor promise to give, any sum or money, gift or any material favor/consideration to any officer or employee of Petron for the purpose of entering into this Agreement.
 - c. is in compliance with all applicable laws, whether national or local, all clearances, consents, permits and licenses from proper governmental or regulatory authorities and other entities for the application and use of the Card have been secured and the execution and performance of this Agreement does not and will not violate, conflict with, or result in breach of, or constitute a default under: (i) its applicable charter and constitutive documents; (ii) any applicable laws, or (iii) any contract, agreement, instrument, franchise, or similar restriction by which the Cardholder or any of its assets is bound or subject.
 - d. has obtained the required consents, as applicable, of its directors, officers, employees, personnel, contractors, agents, and other representatives whose personal, sensitive and/or privileged information may be disclosed to Petron in connection with this Agreement.
16. **SURETYSHIP.** It is understood that the directors, officers, guarantor(s), and/or surety(ies) of the Cardholder shall be jointly and severally liable with the Cardholder for the payment of any and all charges, fees and other obligations incurred from the use of the Card.
17. **CANCELLATION.** The Cardholder may voluntarily cancel the Cardholder's account through a written request of cancellation, provided that all outstanding charges including fees, interests and penalties of the Cardholder are settled within such period as may be required by Petron and that all Cards must be surrendered to Petron.
18. **CHANGES.** The Cardholder shall promptly inform Petron in writing of any change in billing address or any other pertinent information regarding the Cardholder's account.
19. **LIMITATION OF LIABILITY.** In the event of any action which the Cardholder may file against Petron for any cause whatsoever, the Cardholder agrees that Petron's liability shall not exceed the amount of Five Thousand Pesos (Php5,000.00) or the actual damages suffered by the Cardholder, whichever is lesser.
20. **DATA PRIVACY.** The Parties shall comply with the applicable provisions of the Data Privacy Act of 2012, also known as Republic Act No. 10173, its implementing rules and regulations, the issuances and circulars of the National Privacy Commission, as well as other applicable personal data privacy and protection laws and regulations ("Privacy Laws"). At all times, the Parties shall implement the appropriate and reasonable level of organizational, physical, and technical security measures to ensure the confidentiality, integrity, and availability of any personal information and sensitive personal information as defined under the Privacy Laws ("Personal Data") that may be processed pursuant to this Agreement and the Privacy Laws. In the event that any Personal Data shall be disclosed in relation to this Agreement, the Party disclosing such Personal Data shall ensure that the required consents under the Privacy Laws have been obtained from the relevant Data Subjects (as defined under the Privacy Laws).
21. **DISCLOSURE.** The Cardholder hereby consents to the transfer, disclosure and communication of any information relating to the Cardholder from Petron to its parent company, subsidiaries, affiliates, agents and representatives and third parties duly engaged by Petron (collectively referred to as the "Receiving and Disclosing Parties"), for processing, use and storage in connection with the provision of products and services to the Cardholder, customer satisfaction surveys, product and service offers made through mail/e-mail/facsimile/short message service or telephone, review, reporting, statistical and historical data analysis and risk management purposes. In addition to the foregoing, Petron or any of the Receiving and Disclosing Parties may transfer and disclose any information as may be required by applicable laws, rules, regulations, order and other issuances by court or government agency without need of notice to the Cardholder. All information disclosed by the Cardholder shall be retained for such period of time as required or allowed under applicable laws, rules and regulations.
22. **NOTICES.** All written communications relative hereto may be sent to the Cardholder at the billing address and/or e-mail address provided in the Cardholder's application form or at such address that the Cardholder may

hereinafter give to Petron in writing. The mere act of sending any communication by personal delivery, mail, telegram or e-mail, as applicable, shall be valid and effective notice to the Cardholder for all legal purposes and the fact that any such communication is not actually received by the Cardholder, or has been returned to Petron or that no person is found in the billing address, or that such billing/e-mail address is fictitious or cannot be located shall not excuse or relieve the Cardholder from the effects of such communication.

23. **AMENDMENTS.** Petron may, at any time, change or modify this Agreement for whatever reason it may deem proper and necessary upon written notice to the Cardholder.
24. **TRANSFER OF RIGHTS.** All rights and interests of Petron under this Agreement may be transferred or assigned by Petron to another party upon written notice to the Cardholder.
25. **SEPARABILITY CLAUSE.** Should any provision of this Agreement be declared null, void or unenforceable by any competent government agency or court, this shall not affect the other provisions of this Agreement which are capable of severance and which will continue unaffected. The Parties agree that any provision declared, null, void or unenforceable by any competent government agency or court shall be replaced with valid or enforceable provisions as closely aligned with the original intent of the Parties as possible.
26. **GOVERNING LAW, DISPUTE RESOLUTION, VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines. As much as possible, disputes shall be settled amicably between the Parties. However, if it becomes necessary for either Party to go to court to enforce its rights, hereunder, it is agreed upon that venue shall be the appropriate courts of Mandaluyong City, Metro Manila, to the exclusion of all other courts. The Party not prevailing in court shall pay the other Party a reasonable compensation for attorney's fees amounting to the actual expense of litigation but in no case lower than One Hundred Thousand Pesos (Php100,000.00).
27. **OTHER PROVISIONS.** The terms and conditions, reminders and other provisions contained in the Bill, Transaction Slips, Welcome Letters, Welcome Kits and such other documents, instruments, forms in relation to the Card, and such rules and regulations promulgated by Petron from time to time are made integral parts hereof by reference and shall govern the use of the Card issued hereunder.

By availing of the Card and signing below, the Cardholder hereby agrees to be bound by the Petron Fleet Card – Admin Card Standard Terms and Conditions.


SEC. ISIDRO S. LAPENA, PhD, CSEE
Signature Over Printed Name / Date Signed
(Authorized Signatory)

Technical Education and Skills
Development Authority
Company Name

Account No.



Free Towing and Roadside Assistance Privilege Terms and Conditions

Effective December 1, 2017, a Petron Value Card (PVC)/ PMILES Card holder must have at least **P3,500 worth of product purchases (fuels, engine oils or Gasul) at Petron from preceding month*** using the PVC to be able to avail of the free 24-hour Towing and Roadside Assistance privilege nationwide from our partner, Ibero Asistencia.

**Example: Date of incident is November 15, 2017; cardholder must have at least P3,500 product purchase from October 1-31, 2017.*

A. Availment of Services:

1. Cardholder calls Ibero Asistencia Hotline Number for 24-Hour Roadside Assistance and Free Towing.
2. Dedicated Hotline for Petron is (02) **459-4735**.
3. Ibero Asistencia conducts identification (Name of Cardholder, Vehicle Description, etc.).
4. To check if cardholder is qualified, points should be verified by Ibero Asistencia through Petron's 24/7 Hotline **(02) 802-7777**:
5. Once validated, Ibero Asistencia asks for the problem, exact location and renders the assistance.
6. Ibero Asistencia logs all the pertinent information: Cardholder's Name and Number, Vehicle Information, Problem Details, Date and Time, etc.

B. Limits and Restrictions:

1. The vehicle does not exceed 3,500 kilograms in weight
2. The vehicle is not more than fifteen (15) years old.
3. The vehicle is not used for public transport of persons or merchandise, for hire with or without a driver
4. Applies to four-wheel vehicles only. Motorcycles are excluded from the Privilege.
5. The maximum coverage for towing per event shall be THREE THOUSAND FIVE HUNDRED PESOS (PHP 3,500.00).
6. There is a maximum of three (3) events per year per cardholder.
7. Transfer from one repair shop to another is not covered.
8. Minor on-site repair to cover services such as: changing of tires, battery boosting, jumpstarting, emergency fuel delivery, and lockout/locksmith service (cost of fuel and spare parts not included).
9. Geographical Limits: Coverage are within Metro Manila and key cities and provinces nationwide, with the exclusion of Lanao del Norte, Lanao del Sur, North Cotabato, South Cotabato, Zamboanga del Norte, Zamboanga del Sur, Maguindanao, Sultan Kudarat, Sulu, Tawi-Tawi and Basilan.

C. Other Conditions:

1. Physical presence of the Card is a must when availing the Free Roadside Assistance Service. Absence of the physical Card is grounds for denial of the privilege.
2. Physical presence of the Driver's License matching the same registered name of the Petron Value Card is a must when availing the Free Roadside Assistance Service. Absence of the physical Driver's License is grounds for denial of the privilege.
3. Ibero Asistencia shall be liable for rendering services or paying indemnity to the beneficiary, provided that the beneficiary has complied with, and continues to comply with the terms of the Contract.
4. In the event that the beneficiary requires a benefit/service named in this coverage, the beneficiary shall:
 - a. Take all reasonable precautions to minimize the loss.
 - b. Call Ibero Asistencia as soon as possible to report the problem and request services.
 - c. Freely provide Ibero Asistencia with all relevant information.
 - d. Make no admission of liability or offer promise or payment of any kind, except if expressly authorized by Ibero Asistencia
5. Ibero Asistencia is not liable in respect of any service, which would otherwise be rendered under this coverage, should there be any insurance in force covering the same contingencies which predates this.
6. Whenever Ibero Asistencia is not involved directly in providing the service, the cardholder shall first obtain Ibero Asistencia's authorization by telephone. After receiving the service from a third party, the cardholder shall submit the original invoices to Ibero Asistencia for reimbursement.

D. Exclusions:

1. Ibero Asistencia will not be liable to provide any service assistance that arises directly or indirectly from:
 - a. Fraudulent acts by any beneficiary or any other person entitled to the services.
 - b. Consequential losses of any kind.
 - c. Extraordinary phenomena such as floods, earthquakes, volcanic eruptions, unusual cyclone storms, falling astral bodies, or meteorites.
 - d. Terrorism, mutinies, or riots.
 - e. Actions by the armed forces, or security forces, or other organizations.
 - f. Nuclear radio activity.
 - g. Participation of the Beneficiary in:

- Competitions, rallies, or contests
 - Criminal conduct
 - Competition sports
 - Wagers or challenges
 - h. Participation of the Beneficiary in risk activities such as Motor Sports.
 - i. Deliberate acts of the Beneficiary.
 - j. The rescue of persons on mountains or in seas, deserts or chasms.
 - k. Illnesses or pathological states produced by voluntary consumption of alcohol, drugs, toxic substances, narcotics, or medicines acquired without medical prescription.
 - l. Suicide or attempted suicide, mental illness, pregnancy.
2. Ibero Asistencia will not be liable to provide any service assistance in case the driver of the vehicle:
- a. is under the influence of drugs, toxic or narcotic substances, or his/her blood-alcohol level exceeds that permitted by the laws in the country where the vehicle is being driven.
 - b. is not in possession of a valid and subsisting driver's license corresponding to the class of vehicle being driven.
3. Ibero Asistencia will not be liable for the cost of:
- a. any repairs to the vehicle.
 - b. any service assistance arranged by or on behalf of the Beneficiary without the prior authorization of Ibero Asistencia except, in case of emergency or force majeure.

E. Other Benefits:

1. Personal Assistance

In the event of breakdown or an accident on covered areas, Ibero Asistencia will make the necessary arrangements for:

- a. Continuation of Journey*
- b. Hotel Accommodation*
- c. Ambulance Assistance*
- d. Hospital Admission*
- e. Accident Coordination
- f. Car Rental Services*
- g. LTO Registration Assistance*
- h. Relay of Urgent Messages

***Related costs shall be for the account of the cardholder.**

2. Information Service

Ibero Asistencia shall provide the following information services to the Beneficiaries:

- a. 24/7 Traffic Information and Road Conditions (Metro Manila)
- b. Location/Vicinity Information (Metro Manila)
- c. Location of the nearest Petron Stations
- d. Emergency Numbers: Police, Fire, Hospital etc.
- e. Weather Information
- f. Breaking News (CNN, GMA, ABS-CBN)

F. Petron Fleet Cards:

1. Cardholder must have at least one fleet transaction for the past 90 days from date of incident (or card must have been active for past 3 months).
2. Fleet account is active and in good credit standing.
3. Admin Cards are not allowed to be used for towing.
4. Transfer from one repair shop to another is not covered.
5. Physical presence of the Driver's License matching the same name of the Petron Fleet Card's **Driver Card** or **Driver-Vehicle Card** is a must when availing the Free Roadside Assistance Service. Vehicle details embossed on the Petron Fleet Card's **Vehicle Card** must match the vehicle to be serviced.