TRANSFOLLOW PLATFORM TERMS AND CONDITIONS

(Version: October 2021)

1. Applicability and Definitions

1.1   These Terms are applicable to any use of the TransFollow Portal and/or the Products by an End User. If End User is buying the Products on behalf of an organization then End User agrees to these Terms for that organization and hereby confirms that End User has the authority to bind that organization to these Terms.

1.2   Capitalized terms or expressions shall be defined as follows:

"*Account*": A collection of data that allows the End User to gain access to the Platform and the Products.

"*API*": An application programming interface.

"*Controller*": The End User, in particular when submitting, disclosing or making otherwise available (directly or through an intermediary) Personal Data to another party and determining the purposes and means of the processing of such Personal Data.

"*Credit*": The token used to activate the Products.

"*Data Protection Laws*" means (a) the GDPR, together with any national implementing laws in any member state of the European Union, and (b) the Swiss Federal Act on Data Protection (SR 235.1), together with any other Swiss laws related to data protection, each as applicable to a Party and each as amended or replaced from time to time.

"*e-CMR Protocol*": The "Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note" entered into force on 5 June 2011, establishing the legal framework and standards for using electronic means of recording and storing consignment note data.

"*End User*": The natural person or legal entity who buys the Products from Viaservice and who has been registered on the Platform and is active in sending, forwarding, carrying, transporting, consigning or receiving goods.

"*e-Waybills*": The electronic consignment notes for transport of goods issued and signed by using the Platform.

"*GDPR*": The EU General Data Protection Regulation (2016/679).

"*In Writing*": Paper or electronic recording.

"*Log Files*": A file in which the visiting data of an End User is held. Visiting data is, in any case: date and time of login and logout from the Account, date and time of creating

new e-Waybills or messages, date and time of changing existing e-Waybills and messages. The contents of e-Waybills and messages are not visible via the Log Files.

"*Party*" or "*Parties*": Viaservice and/or End User and/or their respective successors or permitted assigns wherever appropriate.

"*Personal Data*": Any information related to an identified or identifiable legal or natural person (data subject) including the data listed in Clause 12.4 below.

"*Processor*": Viaservice, in particular when processing, on behalf of Controller, Personal Data submitted, disclosed or otherwise made available (directly or through an intermediary) by Controller.

"*Products*": (a) the Credits allowing End User (i) to create and/or activate e-Waybills through the Platform and (ii) to benefit from and use related services such as maintenance and support services, (b) the use of the TransFollow Drive, and (c) the use of the TransFollow Portal.

"*Terms*": The present TransFollow Platform Terms and Conditions.

"*Platform*": the hard- and software owned by Viaservice, as amended from time to time, by means of which the Products are created and/or activated for End User. The TransFollow Platform is an API based solution with corresponding API to create integration extensions and endpoints such as applications and portals by which registered users, forwarding agents, carriers and consignees can, amongst others, (a) create electronic waybills for the transport of goods, (b) communicate amongst each other, and (c) digitally sign such electronic waybills in order to exchange freight related data used for an electronic waybill, proof of delivery and supply chain visibility, compliant to the e-CMR Protocol.

"*TransFollow Drive*": The mobile application of the Platform that enables End User to manage its daily missions and to share all relevant information in real time with the End User's back-office.

"*TransFollow Portal*" means the web-based application of the Platform, as amended from time to time, Viaservice makes available to End User and by means of which End User is enabled to create, issue and manage the e-Waybills, transport and missions, and other road transport related documents.

"*Used*": The e-Waybill has been activated for a transport operation.

"*Viaservice*": The legal entity operating the Platform, called Viaservice B.V., , registered in The Hague, The Netherlands, under the Chamber of Commerce number 27168771.

"*Website*": The Viaservice commercial website: www.transfollow.org

2. Ownership of the Platform

2.1   Neither the Platform nor any related software is being sold. All ownership, intellectual property, and other rights and interests in the Platform and any related software that are made available to End User under these Terms, as well as all preparatory, support, promotional or other material pertaining thereto, remain solely with Viaservice or its affiliated companies or licensors, as the case may be. Unless expressly agreed otherwise In Writing, End User obtains only a right of use, which is non-exclusive and non-transferable. End User shall not be entitled to reproduce the Platform, the Products and/or any related software or materials or to make the Platform, the Products and/or any related software or materials openly available or available to any third party.

2.2   The source code of the Platform, the Products and any related software is proprietary to Viaservice and is a trade secret of Viaservice, its affiliated companies or its licensors, and is their confidential information.

2.3   Viaservice is allowed to take any technical measures it deems necessary at its sole discretion to protect the Platform, the Products and any related software.

3. License

3.1   Viaservice grants End User with a limited, non-exclusive, revocable, non-transferable, non-assignable, non-sub licensable license, limited to the sole use of and access to the Platform with the Account, for the use of the Products.

3.2   The fees for the use of the Platform for End User are included in the sales price of the Products. Any purchase of the Products from Viaservice is subject to the present Terms.

4. Access to the Platform and the Products by End User

4.1   End User is responsible for arranging the required hardware, software and telecommunication facilities that are necessary for the use of the Platform and the Products through the Account, such as devices with which End User can connect to the internet (for example, a PC, smartphone or tablet) and internet connections. Any of these facilities must meet all and any further requirements of Viaservice as communicated by Viaservice on the Website from time to time.

4.2   End User gets access to the Platform with the login credentials which it choses during the Account registration. When registering End User shall indicate, amongst others and upon request, its name, postal address, email address, telephone number, bank name and bank account number, credit card details, and, if applicable, the name of the agent which directed End User to the Platform for the purchase of the Products (collectively "*Account Information*"). If End User has not been directed by any agent to the Platform End User shall indicate "none" in the Account registration. End User acknowledges and agrees that Viaservice is entitled to share the Account Information with selected third parties, including its sub-contractors who may perform some of Viaservice's obligations under the Terms on its behalf. End User further acknowledges and agrees that for this purpose the Account Information and other Personal Data may be transferred into third countries in

accordance with the provisions of Clause 12.6 below. In particular, Viaservice shall have the right to transfer the Account Information to TransFollow for the latter to perform some of Viaservice's obligations under the Terms on its behalf.

4.3   End User is obliged to take appropriate security measures with regard to its internet connection and the equipment referred to in Clause 4.1 in order to prevent unauthorized access to the Account. End User is, in any case, required to:

   4.3.a   maintain activated antivirus software;

   4.3.b   install security updates in a timely manner after they become available;

   4.3.c   carefully keep its login data secret.

4.4   In the event of abuse of, or unauthorized access to, the login credentials or a suspicion thereof, End User shall report such incidence to Viaservice as soon as possible. In response to this report, Viaservice can then take any measures it deems necessary at its sole discretion, such as blocking the existing login credentials and registering new login credentials.

4.5   End User shall ensure that all data associated with its Account including the Account Information is always correct and up to date, especially its name, postal address, email address, telephone number and, if applicable, credit card details and bank or account number.

5. Products, Orders and Payment

5.1   The Products are sold and invoiced by Viaservice to End User on the basis of the number of Products delivered by Viaservice and Used by End User.

5.2   The sales price for the Products shall be the one as set forth on the Platform ("*Sales Price*"). Unless designated otherwise by Viaservice, the Sales Price shall be in Euro and exclusive of any tax, duty or assessment (including any applicable VAT). Viaservice may amend the Sales Price at any time, and the new Sales Prices shall take effect immediately after the publication of the new price list on the Platform by Viaservice.

5.3   Within ten (10) days following the end of each calendar month ("*Invoiced Month*") an invoice shall be issued to End User for all Products delivered to and Used by End User during the Invoiced Month. All payments by End User shall be made in Euro and through immediate debiting of the credit card End User has indicated during the registration on the Platform. Such debiting shall be made on the date of the respective invoice. If no automatic debiting is possible so that Viaservice is not paid for any Invoiced Month Viaservice shall have the right (without prejudice to any other right or remedy it may have) to immediately suspend any further sales of the Products and to block the use of the Platform so that no further Product can be created or activated until payment in full is received by Viaservice. If End User disputes any invoice (i) End User shall notify Viaservice In Writing within two (2) working days of the date of receipt of the invoice, specifying the reasons for disputing

the invoice, (ii) End User shall pay to Viaservice all amounts not disputed by End User, and (iii) the Parties shall negotiate in good faith to attempt to resolve the dispute promptly.

5.4   Invoices unpaid at maturity will accrue a yearly interest of four percent (4%) to be paid to Viaservice in addition to the principal unpaid amount. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date the dispute is resolved until payment.

5.5   End User shall be solely responsible for the creation and use of the Products, notably with respect to all information included therein, their signature and use in connection with a transport operation.

6. Restrictions

6.1   End User may not use the Platform and the Products for any other purpose not expressly permitted under these Terms.

6.2   End User may not use the Platform and the Products in such a way that violates any laws or regulations or infringes the rights of third parties or in a way that causes discomfort, damage or places the functioning of the Platform, the Products and any related software and/or networks and/or systems of third parties into jeopardy.

6.3   End User shall not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, decrypt, decompile or create derivative work from the Platform, the Products and/or any related software or otherwise reduce or attempt to discover any source code or underlying structures, ideas or algorithms of the Platform, the Products and/or any related software or any confidential information or trade secret.

6.4   Viaservice has protected the software of the Platform against infringement by third parties. End User may not remove or circumvent this protection.

6.5   End User is not allowed to remove or change any designations regarding copyrights, trademarks, trade names or other intellectual property rights from the Platform, the Products or any related software or material.

6.6   End User is not allowed to create the impression that the End User is linked to Viaservice or to the Platform or the Products in its communication to third parties, unless this has been expressly authorized by Viaservice beforehand In Writing.

7. Availability and Maintenance

7.1   Viaservice is aware that logistic processes continue day and night. That is why safeguards are built into the Platform, thus reducing the chance of loss to a minimum in case of interruption of the Products or loss of connection to the Platform.

7.2   Viaservice reserves the right to check the availability of the Platform and possibly halt the Products temporarily for maintenance, adjustment and/or improvement of the Platform. Viaservice can carry out maintenance, adjustment and/or improvement at its sole discretion

at a time decided by Viaservice. Advance notice of when the work will be taking place will be provided on the "System Status" page of the Website. Viaservice seeks to minimize the impact to End Users. Viaservice shall not be liable for any harm or costs caused to End User resulting from such temporary maintenance, adjustment and/or improvement of the Platform or the Products.

7.3   If an unexpected error or defect in the Platform occurs that causes it to fail to properly operate or to be fully available Viaservice shall use reasonable endeavors to correct such error or defect in a timely manner. Viaservice shall not in any circumstances be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any Damages (as defined in Section 10 below) caused by said error or defect.

8. Updates and Upgrades

8.1   Viaservice will from time to time update the Platform, the Products and the related software in order to preserve and/or enhance compatibility of the Platform, the Products and the related software and/or resolve minor bugs, security issues or other minor issues.

8.2   Viaservice may from time to time upgrade the Platform to improve existing functionalities and to add new functionalities.

8.3   While performing updates and upgrades, Viaservice will seek to minimize interruptions in the availability of the Platform and the Products.

8.4   Any intellectual property licensed or otherwise made available by Viaservice to End User under the present Terms or created in relation with any amendment, update, enhancement or modification of the Platform, the Products and the related software are owned by Viaservice respectively its affiliates, and End User hereby assigns and conveys to Viaservice all rights, title and interest in such intellectual property, if any.

9. Warranty Disclaimer

The Platform is licensed "as is" and "as available" and Viaservice disclaims any and all other warranties, whether express, implied, or statutory including, without limitation, any implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, timeliness, title, or non-infringement by law. Without limiting the generality of the foregoing, Viaservice expressly disclaims all warranties of any kind for third party software, and does not warrant that the Platform, the Products and any related software will meet End User's expectations or requirements or that the operation of the Platform, the Products and/or any related software will be uninterrupted, timely, secure, or error free, that defects or errors in the Platform, the Products or any related software will be corrected or that the Platform will be compatible with future products of Viaservice, or that any information or data stored or transmitted through the Platform, the Products or any related software will not be lost, corrupted or destroyed. End User assumes responsibility for selecting the Platform and the Products to achieve its intended results, and for the use of the Platform, the Products and any related software. End User shall bear the entire risk as to the quality and the performance of the Platform, the Products and any related software.

10. Limitation of Liability

In no event shall Viaservice, its officers, directors, employees and/or agents be liable to End User or any party related to End User for any direct and indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of business profits, business interruption, loss of business information, loss of data or other such pecuniary loss) ("*Damages*") resulting (i) from a malfunction of the Platform, the Products or any related software, or (ii) from the Platform, the Products or any related software not being available or not being fully available, whether under a theory of contract, warranty, tort (including negligence), product liability, or otherwise, even if Viaservice has been advised of the possibility of such damages. Viaservice shall in no event be responsible for (i) the content and use of the Products nor for the use - or absence of use - of any additional services by End User, (ii) for the non-recognition of any digital signature by any third party, and/or (iii) for the non-recognition of the Products in a given country. Further, Viaservice shall not be liable for any Damages whatsoever in case of any breach or gross negligence of End User of its obligations under the Terms. In no event shall Viaservice's total yearly aggregate and cumulative liability to End User for any and all claims of any kind arising hereunder exceed the amount of two (2) times the Sales Price paid by End User in the last month preceding the month during which the claim is made unless the damage is due to willful intent or gross negligence on the part of Viaservice.

The Products and related services are controlled and offered by Viaservice from its facilities located in Switzerland. Viaservice disclaims any and all warranties, representations and indemnities, whether express, implied, or statutory including, without limitation, any implied warranties of merchantability, satisfactory quality, reliability, suitability, availability, completeness, functionality, performance or results of use thereof, fitness for a particular purpose, accuracy, timeliness, title, or non-infringement by law. In particular Viaservice does not warrant that the Products and related services are appropriate or available for use in other locations. The End User shall bear the entire risk as to the use of the Products and related services in other jurisdictions and shall be responsible for compliance with local law.

11. Indemnification

End User shall indemnify and hold harmless Viaservice against any claims by third parties for any damages or losses of any kind suffered by Viaservice as a result of a breach by End User of its obligations under these Terms or any related contract.

12. Data Protection, Data Retention Period

12.1 End User acknowledges and agrees that when creating Products by using the Platform Personal Data will be stored on the TransFollow Platform. Viaservice shall process any such Personal Data only for purposes of providing services via the Platform, in connection with the Products and any related software or services. End User shall be responsible for saving any copies and data on its own systems for back-up purposes.

12.2   To the extent Viaservice acts as Processor of Personal Data Viaservice represents and warrants to comply at all times with the applicable Data Protection Laws. In this respect, Viaservice shall, upon request, make available to End User all information necessary to demonstrate compliance with its contractual and legal obligations in relation to Personal Data and allow for and contribute to audits, including inspections, conducted by End User or another auditor mandated by End User.

12.3   Viaservice may collect, process and share Personal Data within the scope of the contractual relationship as is necessary for the purpose of the administration and provision of the Products and additional services to End User. Viaservice is entitled to process the Personal Data to the extent necessary for Viaservice to fulfil the purposes of its contractual obligations. When the Personal Data are no longer necessary for Viaservice to fulfil the purposes of its contractual obligations the provisions of Clause 12.10 below shall apply *mutatis mutandis*.

12.4   The legal basis for the processing of the Personal Data of End User by Viaservice is the necessity to process such Personal Data for the performance of the contractual relationship, as well as Viaservice's legitimate interests to provide its services in the best possible way. The Personal Data will be processed for the duration of the relationship with the End User, it being noted that the Personal Data may then be stored for up to ten (10) years after the expiry or termination of the contractual relationship for the establishment, if necessary and proportionate to exercise or defense of legal claims, and/or as required or permitted by applicable law.

12.5   Viaservice shall not transfer any Personal Data received from End User outside the European Economic Area ("*EEA*") and Switzerland to countries not covered by an adequacy decision of the European Commission or its equivalent in non-EU member states without ensuring that such transfer is permitted by applicable Data Protection Laws, such as by EU Standard Contractual Clauses or other appropriate safeguards. In particular, End User is aware that, in relation to the provision of the Products and the Support Services, Viaservice transfers Personal Data to other legal entities including TransFollow that have gained access to a specific digital consignment note to perform their duties in the logistics chain that could be located within or outside of the EEA. In such a case Viaservice shall implement all necessary safeguards to ensure adequate data protection level.

12.6   Viaservice shall implement and shall maintain at all times appropriate technical and organisational security measures in particular to protect the Personal Data against unauthorised or unlawful processing, accidental loss and destruction or damage. Viaservice shall further ensure the ongoing confidentiality, integrity and availability of the Personal Data and resilience of the systems and services used for the processing of the Personal Data and the ability to restore the availability and access to the Personal Data in a timely manner in the event of a physical or technical incident. Viaservice shall test and review the efficiency of the implemented technical and organisational measures on a regular basis and, upon request, shall provide End User, without undue delay, with a written confirmation that such technical and organisational measures have been implemented and are observed. End User declares that it is aware of the security level and that it considers this level to be appropriate.

12.7   As set forth under applicable Data Protection Laws, data subjects may have the right to request access to their Personal Data, to request the rectification or erasure of any inaccurate Personal Data, to object under certain circumstances to the processing of their Personal Data, to request the restriction of processing as well as to exercise the right to data portability by writing to the data controllers. Data subjects may also be entitled to lodge a complaint with the competent supervisory authority.

12.8   Viaservice shall be liable for damages incurred by End User as a result of any breach of of Viaservice of any applicable Data Protection Laws. Viaservice will indemnify and hold harmless End User from and against any loss, damage, cost, expense claim, demand, liability, judgment, detriment, fine or compensation it incurs as a result of Viaservice's breach of any applicable Data Protection Laws.

12.9   End User shall only enter Personal Data into the Platform in so far as it is entitled to do so. End User shall indemnify and hold Viaservice harmless against any third-party claims arising from the unlawful entering of Personal Data into the Platform by End User. More information concerning the processing of Personal Data via the Platform can be found in the privacy statement displayed on the Website. The processing of Personal Data in the Platform shall be carried out as stated in this privacy statement.

12.10   Upon expiration or termination of the contractual relationship with End User, Viaservice shall, at the choice of End User, either (i) delete or (ii) return all Personal Data, delete any existing copy and certify in writing that it has done so, unless retention of a copy of the Personal Data is required by any applicable law, in which case Viaservice will inform End User accordingly.

12.11   If and to the extent any Data Protection Laws other than the GDPR are applicable, the terms "Controller", "data subject", "Personal Data" and "Processor" as defined and/or used herein shall be interpreted and applied in accordance with such Data Protection Laws.

12.12   End User agrees that Viaservice has the right to share with selected Authorities information regarding the description of goods as mentioned in the e-Waybills. The goods description information will only be disclosed in case of incidents with the objective of providing the information to the competent authorities to expedite the solution of the incident. The information will be disclosed by a pull tricker activated by the Authorities and will not be stored. The information will only be disclosed if the e-Waybill is active and in status transit. A list of the selected Authorities is available on the Website.

13. Term and Termination

13.1   The license to use the Platform, the Products and any related software and materials is subject to End User's prior acceptance of these Terms and to Viaservice's confirmation of acceptance of End User. By registering as an End User using the electronic registration form on the Platform, End User states to Viaservice that it wants access to the Platform and confirms its acceptance of these Terms. Viaservice's acceptance of End User will be provided by sending an email with a confirmation link to the email address that End User

entered in the registration form. By clicking on the confirmation link, the license hereunder is granted and the access to the Platform comes into effect.

13.2 The Terms are valid until further notice. The notice period for termination is one (1) month prior to the end of each calendar month. Notice shall be given In Writing.

13.3 The Terms and any related contract can be terminated by Viaservice with immediate effect in case of breach of these Terms by End User, without prejudice to the possibility for Viaservice to temporarily suspend the access to the Platform.

13.4 Viaservice is further entitled to terminate the Terms and any related contract in the following situations:

13.4.1 End User is in default in respect of an obligation, including timely payment of any amount due to Viaservice; or

13.4.2 End User has filed for bankruptcy, or has applied for suspension of payment, or the business activities of the End User have been terminated or wound up.

13.5 Either Party shall be entitled to terminate the Terms and any related contract if a situation of force majeure lasts for longer than three (3) months.

13.6 Termination of the license granted hereunder shall automatically imply the following consequences:

13.6.1 access to the Platform shall be permanently blocked;

13.6.2 no e-Waybill may be created and/or activated nor any other Products used;

13.6.3 purchased and unused credits for the issuance of Products shall be cancelled without End User being entitled to any refund from Viaservice, unless the termination is due to Viaservice's willful intent or gross negligence;

13.6.4 all data, including data stored in the TransFollow Platform, shall be deleted, after a waiting period of six (6) months, unless otherwise required by law. During such waiting period, End User may request Viaservice to set the End User data stored in the TransFollow Platform at End User's disposal, in a commonly accepted format (html, pdf, Microsoft Office), after which End User shall be deemed to have renounced to such possibility and all data will be deleted.

13.7 Further, End User agrees to immediately cease all use of the Platform, the Products and any related software and materials, and to erase and destroy all copies, full or partial, of any software that was downloaded and installed on a computer, a hard disk, phone, tablet or other storage medium that is in End User's control. At Viaservice's request, End User shall provide a written certification of such destruction.

13.8 Any claim, the cause of which has arisen during the term of the license, which is not submitted and properly substantiated within the thirty (30) days following expiry or

termination of the license shall be deemed waived and shall be conclusively barred from assertion by the claimant unless the delay in submission or substantiation is due to circumstances beyond the claimant's control.

13.9   No indemnity, claim or compensation shall be due to either Party by reason solely of termination.

13.10   All provisions of these Terms which by their nature should apply beyond termination will remain in force after any termination or expiration of these Terms.

14. Amendment of Terms

14.1   Viaservice reserves the right to change or supplement these Terms from time to time.

14.2   Subject to the remainder of this Clause 14, these amendments shall be notified to the registered End Users and published on the Website and take effect immediately upon the earlier of the notification to End User or the publication on the Website.

14.3   Viaservice will notify any envisaged amendment to these Terms upon thirty (30) days prior notice, by email or message sent via the Platform. End User may refuse the amended terms during such notice period, in which case (i) it shall notify Viaservice of such refusal In Writing and (ii) the license granted hereunder and any related contracts shall expire on the last day of the notice period.

15. Final Provisions

15.1   If any provision in the Terms is found to be void, this does not affect the validity of the entire Terms. Upon such determination the void provision shall be modified to the effect that the original intent of the Parties is maintained to the fullest extent permitted by the applicable law.

15.2   No departure from the provisions of these Terms shall obligate any Party to permit any subsequent departure and no waiver of any of the provisions of these Terms shall be deemed to be a waiver thereafter of any such provision or of any succeeding breach of any such provision.

15.3   Information and announcements on the Website are subject to software and typographical errors. In the event of any inconsistency between the information on the Website and a contract, the contract shall prevail.

15.4   The Log Files and other records (electronic or not) of Viaservice form evidence for arguments by Viaservice. The version of any (electronic) communication received or saved by Viaservice is deemed to be authentic, and Viaservice may validly rely on such assumption in its decision making.

15.5   End User acknowledges and agrees that Viaservice may at all times appoint third parties to carry out its obligations under any contract.

15.6   These Terms and the relationship between End User and Viaservice shall be governed by the laws of Switzerland, excluding its conflicts of law provisions. The courts of Geneva shall have exclusive jurisdiction with respect to all litigation related to these Terms and the relationship between End User and Viaservice, and no other courts, except the Swiss Federal Court, will have jurisdiction in any such matter.

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