



TRANSPORTR TERMS AND CONDITIONS

PLEASE READ THESE TERMS AND CONDITIONS (“**TRANSPORTR TERMS AND CONDITIONS**”) CAREFULLY BEFORE ACCESSING THE PLATFORM AND USING THE SERVICES. IF YOU ARE ACCESSING THIS PLATFORM OR USING THE SERVICES MADE AVAILABLE THROUGH THIS PLATFORM, YOU WILL BE DEEMED TO HAVE ACCEPTED THESE TERMS AND CONDITIONS AND THEY WILL APPLY TO YOU.

1. DEFINED TERMS

Defined terms used in these Transportr Terms and Conditions that are not otherwise defined in the body of these Transportr Terms and Conditions have the meanings ascribed to them below.

“**Account**” is the interface through which an Organization as represented by a User accesses the Platform and Services by inputting the corresponding Login Details.

“**Applicable Data Protection Laws**” means UAE Federal Law No. 45 of 2021 (the UAE Data Protection Law) and its implementing regulations and instruments, the ADGM Data Protection Regulations 2021 and any implementing instrumentalities, and any other relevant law, statute, regulation, rule, or other binding instrument that implements the above or otherwise relates to data protection, privacy, data security, or the processing of personal data (processing and personal data, each as defined in the relevant primary legislation of binding instruments) in any country or territory in which we operate, in each case as applicable and in force, and as amended, consolidated, re-enacted, or replaced from time to time.

“**Completed Services**” are all concluded Logistics Services for which a Vendor has duly submitted, and Transportr has satisfactorily reviewed and approved, Proof of Service Completion documentation and any supporting information required by Transportr for this purpose.

“**Confidential Information**” will include, but will not be limited to, any and all information associated with a party’s business and not publicly known, including specific business information, technical processes and formulas, software, names, addresses and other information regarding Organizations and prospective Organizations, product designs, sales, costs (including any relevant processing fees), price lists, and other unpublished financial information, business plans and marketing data, and any other confidential and proprietary information, whether or not marked as confidential or proprietary.

“**Easy Fleet**” is a Service that enables Vendors to efficiently manage their fleets and associated processes.

“**Goods**” are any legal specification of commodity, merchandise, or material that the Shipper may request to transport, store, or have handled by using the Logistics Services via the Platform.

“**Government Charges**” are all governmental (whether at a local, national, or federal level, and whether levied directly or through government or private commercial intermediaries) and territorial charges applicable to the provision of Logistics Services within the Territory, including, but not limited to, customs duties, border charges, value added tax (“VAT”), direct, indirect, local sales taxes, goods and/or services taxes, fines and penalties, and any other fee imposed by any local, national, or federal government or other authority belonging to the Territory.

“**Login Details**” are the name, password, and any other unique confidential authentication information required for an Organization acting through an authorized User to access their Account(s).



“Logistics Asset” means any vehicle, human resource, machinery, or equipment needed for the execution of a Logistics Service.

“Logistics Assets” means all personnel, machinery, equipment, and other assets used by the Vendor or a Subcontractor to deliver Logistics Services.

“Logistics Charges” are all logistics and non-governmental charges, expenses, and fees incurred by Transportr or a Vendor, as the case may be, in fulfilling an Order, including any reasonably unforeseen charges and expenses not specifically provided for in an Order, under the terms of a Logistics Services Contract, or a Vendor-Shipper Contract Terms, including, but not limited to, any handling charges, documentation charges, Vendor service charges, cancellation fees, waiting time, demurrage fees, declaration fees, document amendment fees, storage fees, inspection charges, scanning charges, container fumigation and cleaning charges, and any other logistical charges incurred on behalf of the Shipper or as further described under the Vendor-Shipper Contract Terms (if any) or otherwise payable under the terms of a Logistics Services Contract.

“Logistics Services” are the physical transportation of Goods, including, but not limited to, handling, storage, warehousing, clearing, and other related services to be provided by Transportr, or a Vendor, as the case may be, to a Shipper, and which are part of the services necessary for the physical fulfilment of an Order, and in circumstances where the Vendor is the direct provider of Logistics Services, is subject to Vendor-Shipper Contract Terms between a Vendor and a Shipper.

“Logistics Services Contract” is the contractual relationship for the provision of Logistics Services, established between a Vendor and a Shipper, or Transportr and a Shipper, as the case may be, when a Shipper accepts an Offer through the Platform.

“Main Item Charges” are all charges related to the supply of a Logistics Service, excluding Government Charges and Logistics Charges.

“Marketplace” means the marketplace Services offered by Transportr to Users pursuant to these Transportr Terms and Conditions and the Supplemental Terms.

“Marketplace Service Charge(s)” are one or more Platform Fee(s) that is payable by an Organization to Transportr in exchange for the use of the Logistics Marketplace and the provision of related Services by Transportr.

“Offers” are offers submitted directly by Transportr, or by a Vendor, through the Platform, in response to a Shipper Request, which, if accepted by a Shipper (or by Transportr on a Shipper’s behalf pursuant to Shipper instructions), will become an Order.

“Order” is a confirmation of the Shipper’s commitment to procure the offered Logistics Services.

“Organization” means onboarded as a customer of Transportr, including, but not limited to, Vendors, Shippers, and Subcontractors, as the context implies, and as permitted by Transportr at its sole discretion from time to time.

“Personal Data” shall be interpreted in accordance with Applicable Data Protection Laws, as applicable, relating to an identifiable or identified individual, including, but not limited to, Users who use the Platform and Services, which we process as a data processor or service provider in the course of providing you, as a data controller or business (the concepts of “data processor,” “service provider,” “controller,” and “business” or analogous concepts each as defined in the Applicable Data Protection Laws), with access to the Platform and the Services.



“Platform Fees” are the fees that an Organization undertakes to pay Transportr in exchange for the usage or provision by Transportr of any Services provided pursuant to these Transportr Terms and Conditions, as agreed between the Organization and Transportr from time to time.

“Proof of Service Completion” is the supporting documentation and information, as required to be submitted by a Vendor to Transportr as determined in Transportr’s sole discretion, proving to the satisfaction of Transportr that the Logistics Services have been fully provided to a Shipper in full satisfaction of an Order.

“Quotations” are submissions by a Vendor in response to a Shipper Request, which, if validated and released by Transportr to a Shipper, become an Offer.

“Registration Form” means the form(s) and any associated documentation required by Transportr to be completed and submitted by an Organization pursuant to which: (a) an Organization will request the establishment of a contractual relationship between itself and Transportr that will be governed by these Transportr Terms and Conditions; and (b) Transportr conducts due diligence on the Organization in order to determine whether the Vendor meets Transportr’s criteria for entering into a contractual relationship with Transportr. As part of this due diligence, Transportr reserves the right to seek a credit report from credit bureaus/agencies at any time, solely to assess the Organization’s creditworthiness. This credit report will not be shared with any third party and will be used exclusively for this purpose.

“Restricted Goods” means all illegal and/or unauthorized Goods, including, but not limited to, weapons, explosives, and infectious substances.

“Shipper” means an Organization that procures Logistics Services and other related Services related to the shipment of Goods from Transportr directly, and/or from Vendors through the intermediation of Transportr, as the case may be, through the Platform subject to these Transportr Terms and Conditions.

“Shipper Request (or Request)” is a request issued by the Shipper (or by Transportr on the Shipper’s behalf pursuant to a Shipper’s instructions) listing a Shipper’s interest in sourcing a Logistics Service via the Platform to ship Goods.

“Subcontractors” are all agents, subcontractors, or third parties engaged or contracted to perform or assist Transportr or a Vendor, as the case may be, in the performance and delivery of the Logistics Services to a Shipper.

“Territory” is one or more countries where a Logistics Service is taking place.

“Total Logistics Fees” is the sum of all Main Item Charges, Government Charges, and Logistics Charges related to an Order. In circumstances where the Vendor is providing Logistics Services to a Shipper, Transportr undertakes to pay this fee to the Vendor for all Completed Services rendered by the Vendor.

“Transportr Intellectual Property” means any Transportr trademarks, logos, service marks, proprietary content, or proprietary software or source code, whether registered or unregistered, and in any form.

“User” means any individual that uses the Platform, including, but not limited to, representative of an Organization authorized by that Organization to use the Platform on behalf of such Organization, as well as any Subcontractor or agent of an Organization.

“Vendor” means an Organization that provides Logistics Services (or other services permitted by Transportr to be provided by Vendors through the Platform from time to time) through the Platform subject to these Transportr Terms and Conditions.



“Vendor-Shipper Contract Terms” are the Vendor’s own terms and conditions (if any), which will apply to a Logistics Services Contract in circumstances where the Vendor directly contracts with a Shipper through the Platform to provide Logistics Services.

2. INTERPRETATION

- 2.1 References to “Transportr,” “us,” “we,” “our,” or other similar pronouns in these Transportr Terms and Conditions shall be read and construed to be references to Transportr.
- 2.2 References to “you” and “your” are references to the Organization or the User using the Platform and the Services, as the context implies.
- 2.3 References to a “party” and “parties” shall be read and construed as references to you as the Organization and us as Transportr, as the context implies.
- 2.4 References to legislation, regulations, and implementing instruments (e.g., circulars, directives, rules, or other enforceable means) shall be read and interpreted to mean such legislation, regulations, and implementing instruments as amended, modified, superseded, or replaced from time to time.

3. THE ORGANIZATION TRANSPORTR TERMS AND CONDITIONS

- 3.1 These Transportr Terms and Conditions, along with any applicable Supplemental Terms, constitute the contractual terms and conditions that are applicable to your use of the services, products, facilities, technical integrations, and functionalities (collectively, the **“Services”**) that are provided to you by Transportr. The Services may be made available to you through your access and use of the various digital interfaces and associated functionalities administered by us and made accessible to you, including, but not limited to, our website(s), mobile applications, and other digital media through which we provide you with access to your Account (collectively, the **“Platform”** or the **“Transportr Platform”**) and through which you access the Services provided by Transportr Logistics Services - Sole Proprietorship L.L.C., a sole proprietorship limited liability company incorporated onshore in the Abu Dhabi Business Center under the registered license number CN-4897610, with its registered address at Musaffah, Musaffah 15, Emirates Support Company Maltauru - LLC, Abu Dhabi, United Arab Emirates, and its various subsidiaries and affiliates (**“Transportr”**).
- 3.2 The Services may also be delivered to you by other means outside the Platform, including through email, telephone, and other forms of communication. When you utilize the Services outside of the Platform environment, you and Transportr shall agree to be bound to these Transportr Terms and Conditions as agreed between you and Transportr from time to time.
- 3.3 BY ACCESSING THE PLATFORM AND/OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TRANSPORTR TERMS AND CONDITIONS. THESE TRANSPORTR TERMS AND CONDITIONS CREATE A CONTRACTUAL RELATIONSHIP BETWEEN YOU AS THE ORGANIZATION AND TRANSPORTR AS THE PROVIDER OF THE SERVICES AND THE OPERATOR OF THE PLATFORM.
- 3.4 BY ACCESSING THE PLATFORM AND/OR USING THE SERVICES, YOU ALSO MAKE ALL OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THESE TRANSPORTR TERMS AND CONDITIONS AND AGREE TO LEGALLY BE BOUND BY ALL OF THEIR TERMS.
- 3.5 These Transportr Terms and Conditions may apply to your relationship with Transportr even if you do not use the Platform. In such circumstances, you agree and acknowledge that these Transportr Terms and Conditions shall be read and construed in a manner that is consistent with your use of Transportr’s end-to-end Logistics Services oversight, management, administration,



and related ancillary support services outside the context of the Platform and the Services provided through the Platform.

- 3.6 Transportr may, at its sole discretion and without notice to you, amend these Transportr Terms and Conditions from time to time (“**Amendments**”). All Amendments will be effective upon Transportr’s posting of such Amendments to the version of the Transportr Terms and Conditions made available through Transportr’s website or otherwise made available to you when you access the Platform, or as otherwise agreed between you and Transportr from time to time. You agree that Transportr is not required to provide you with any notice or seek your consent for any Amendments to become a binding part of these Transportr Terms and Conditions applicable between you and Transportr. Your continued access of the Platform or use of the Services after such posting constitutes your consent to be bound by these Transportr Terms and Conditions, including any Amendments that come into effect from time to time.
- 3.7 Transportr may, at its sole discretion, enter supplemental terms of business with you (“**Supplemental Terms**”), including in relation to specific Services. Unless otherwise explicitly agreed between you and Transportr, such terms are supplemental to these Transportr Terms and Conditions. Any such Supplemental Terms will determine whether their terms or these Transportr Terms and Conditions will prevail in the event of any inconsistencies between the two terms.
- 3.8 Transportr may, at its sole discretion, enter separate terms of business with you (“**Separate Terms**”) that replace, supersede, or supplement these Transportr Terms and Conditions in whole or in part. Any such Separate Terms will determine whether: (a) all or part of these Transportr Terms and Conditions will apply; and (b) to the extent that any Transportr Terms and Conditions apply, in the event of an inconsistency between the Separate Terms and the Transportr Terms and Conditions, which of the two terms will prevail. Any Separate Terms will be agreed by you and Transportr in writing from time to time.

4. TRANSPORTR’S ROLE UNDER THESE TRANSPORTR TERMS AND CONDITIONS

- 4.1 By accessing the Platform and the Services, you agree and acknowledge that Transportr will be acting, including as your contractual counterpart to these Transportr Terms and Conditions, exclusively as described herein, and exclusively pursuant to these Transportr Terms and Conditions, unless Separate Terms have been agreed in writing.
- 4.2 Once we have agreed to establish an Account in your name, we will undertake to provide you with orderly access to the Platform and deliver the Services to you in accordance with these Transportr Terms and Conditions.
- 4.3 We shall provide you with access to the Platform and deliver the Services on an “as-is” basis and to the maximum extent permitted by applicable law disclaim all express and implied representations and warranties not expressly set out in these Transportr Terms and Conditions.
- 4.4 We do not make or provide any representations, warranties, or guarantees as to the reliability, timeliness, quality, suitability, or availability of the Platform or the Services, access to the Platform or the Services, or that such access to the Platform or provision of the Services will be fit for a particular purpose.
- 4.5 We reserve the right to outsource or assign any aspect of the provision of the Services and the Platform, in whole or in part, to any affiliated or unaffiliated third parties, including Subcontractors in relation to the provision of Logistics Services. For the avoidance of doubt, in some circumstances, including where Transportr is directly providing Logistics Services to a Shipper, Transportr shall have the right and sole discretion to engage one or more Subcontractors to provide such Logistics Services.



5. YOUR USE OF THE PLATFORM

5.1 Your responsibilities and acknowledgements

(a) Creating an Account

- (i) To access the Platform and use the Services, you are required to create an Account. To create an Account, you are required to complete and submit the Registration Form and provide all supporting documentation and information required by us to create an Account in your name. You are also required to set your Login Details.
- (ii) Upon receipt of your Registration Form, we will assess the Registration Form and any supporting documentation and information you submit in relation thereto. We may, at our sole discretion, request clarification or additional supporting documentation and information. Once we have completed our assessment of the Registration Form and all supporting documentation and information has been submitted therewith, we may, at our sole discretion, choose to establish and maintain an Account in your name. We retain the right to reject your request to create an Account without providing any reason or justification.
- (iii) You will have access to the Platform and the Services through your Account at our absolute discretion. Furthermore, we shall have absolute discretion as to whether you are permitted to use any feature or functionality of the Platform and the Services. We may, at our sole discretion and without providing you with any reason or justification, temporarily or permanently restrict your use of some or all the functionalities of the Platform or the Services, or temporarily or permanently close your Account.
- (iv) In the event that we decide to restrict any particular feature or functionality or temporarily suspend or permanently close your Account, we will endeavor to provide you with reasonable prior written notice and endeavor to settle any outstanding balances that may be owed to you by us, or a third party and incurred through use of the Platform or the Services and held with us, within a reasonable timeframe and manner, unless such notice and settlement would constitute a breach of any applicable law.
- (v) You are required to inform us if any information you provided in your Registration Form and the Account opening process changes and is no longer accurate. You are liable for any loss or damages sustained by you or Transportr arising out of or in relation to your failure to ensure that the information you provided in your Registration Form, any supporting documentation, and information, as well as any other information provided by you to Transportr from time to time for purposes of operating and maintaining your Account, is accurate.

(b) Changes to the Platform and the Services

- (i) We retain the right, at our absolute discretion, to change, update, or modify the Platform and the Services without your consent and without providing any prior notice. We may, at our discretion, choose to provide such notices. However, we are not required to do so pursuant to these Transportr Terms and Conditions.
- (ii) Certain Platform functionalities and features, as well as the Services, may experience disruptions from time to time due to system upgrades, maintenance,



unforeseen events, or for any other reason. We will seek to ensure that any accepted Orders, pending Vendor-Shipper Contract Terms, and any other pending Services (“**Pending Workflows**”) are not affected by any such disruptions or changes to the Platform or the Services from time to time. If any such disruptions or changes impact any such Pending Workflows, we will work with you to ensure that any disruption is avoided or, if unavoidable, is minimized.

- (iii) BY ACCESSING THE PLATFORM AND USING THE SERVICES, YOU AGREE AND ACKNOWLEDGE THAT TRANSPORTR SHALL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN RELATION TO DISRUPTIONS IN ACCESS TO THE PLATFORM OR THE SERVICES, EXCEPT IF SUCH DISRUPTIONS ARE CAUSED BY OUR WILLFULL MISCONDUCT.

(c) **Users**

- (i) These Transportr Terms and Conditions establish a contractual relationship between Transportr and the Organization only. There shall be no contractual relationship between Transportr and the individual persons that are Users unless they are also an Organization, and Transportr shall bear no obligations or responsibilities vis-à-vis any User.
- (ii) It shall be the sole responsibility of the Organization to ensure that all Users are appropriately authorized to create and operate the Account and that Users are authorized to represent, bind, and act on your behalf with respect to the use of the Platform and the Services.
- (iii) We shall be entitled to rely on the authority of the User to act on your behalf and bind you with respect to the use of the Platform and the Services. You hereby agree and acknowledge that we shall not be liable for any losses or damages you sustain arising out of or in relation to the misuse or unauthorized actions of Users through or in relation to the Platform or the Services.

(d) **Confidentiality and security of Login Details**

- (i) You shall be responsible for maintaining the confidentiality and security of your Login Details. You hereby agree to comply with any instructions provided by Transportr from time to time through the Platform with respect to the confidentiality and security of your Login Details and any additional security measures implemented by us in relation thereto.
- (ii) We shall not be responsible for maintaining the confidentiality and security of your Login Details. By accessing the Platform and using the Services, you hereby agree and acknowledge that Transportr shall not be liable for any losses or damages you sustain arising out of or in relation to your loss or misuse of your Login Details.
- (iii) Should you choose to provide your Login Details to any third parties, including Transportr, you hereby agree and acknowledge that you deem such Organization to be fully authorized by you to use the Platform and the Services, and to bind you with respect to any obligations or liabilities incurred using your Account by any such third party. You hereby agree to hold Transportr harmless against any losses or liability that you incur arising out of or in relation to the usage of your Account by such third parties.



(e) **License**

Upon establishment of an Account and thus allowing you access to the Platform and the Services, Transportr grants you a limited, non-exclusive, non-sublicensable, revocable, non-transferable license to access the Platform and use the Services only, including through any technical integrations, application programming interfaces, or any other means of connectivity with your technology systems and networks. Any rights not expressly granted herein are reserved by Transportr (and its affiliates, as applicable) and Transportr's licensors from time to time.

(f) **No transfer, assignment, or third-party use or access to your Account**

You may not transfer, assign, or otherwise grant any third-party access to, or use of, your Account. Any such transfer, assignment, or access shall be deemed to be a breach of these Transportr Terms and Conditions unless Transportr's prior written consent has been procured with respect to such transfer, assignment, or third-party use or access. All actions or acts done through the Platform pursuant to such unauthorized transfer, assignment, or third-party access shall be deemed to be null and void to the fullest extent permitted by applicable law. You hereby agree to indemnify, defend, and hold Transportr harmless in relation to any losses or damages arising out of or in relation to your breach of the terms of this paragraph 5.1(f).

5.2 **Use of the Platform and Services**

By accessing the Platform and using the Services, you hereby represent and warrant that you shall:

- (a) use the Platform and Services only for their intended purpose;
- (b) pay any and all fees, charges, expenses, payments, and commissions charged by Transportr to you in relation to the provision of any Services in full and on time;
- (c) not use the Platform and Services for any unlawful activity;
- (d) not use the Platform and Services in any manner that disrupts, overly burdens, or otherwise negatively impacts the proper functioning of the Platform and the Services;
- (e) if you are a Vendor, that you will not under any circumstances, unless expressly permitted by Transportr in writing, communicate, whether directly or indirectly, through any means, with a Shipper in relation to any aspect of the Services provided through Transportr and/or the Platform;
- (f) if you are a Shipper, that you will not under any circumstances, unless expressly permitted by Transportr in writing, communicate, whether directly or indirectly, through any means, with a Vendor in relation to any aspect of the Services provided through Transportr and/or the Platform; and
- (g) not alter, tamper with, or reproduce any Transportr Intellectual Property or any other content made available to you through the Platform and the Services in any manner whatsoever, other than as specifically contemplated or provided for by these Transportr Terms and Conditions.

5.3 **Representations and warranties relating to the creation of your Account**

By creating an Account, you represent and warrant that:



- (a) the User that is creating an Account on your behalf is appropriately authorized to bind you to these Transportr Terms and Conditions and any Logistics Services Contract, as well as to take all actions and do all things associated with their operation of your Account and use of the Platform and Services;
- (b) Transportr may require you, at its discretion, to hold or procure adequate insurance (including, but not limited to, haulier, freight forwarder, or similar insurance) coverage, clearance certificates, permits, and approvals required in the Territory to provide Logistics Services at all times during which you provide Logistics Services through the Platform, and that you will provide copies of any of the aforementioned documents to Transportr upon request;
- (c) all its employees, subcontractors, agents, and personnel are suitably qualified to deliver the Logistics Services, possess the appropriate level of training, professional expertise, and experience, and interact with Transportr and Shipper in a polite, courteous, responsive, and professional and co-operative manner and shall at all times comply with all applicable laws, regulations, and ethical standards applicable in the Territory;
- (d) you shall not engage in any activity that is illegal in the Territory at any point in time during which these Transportr Terms and Conditions are in effect between you and Transportr;
- (e) all Logistics Assets used are in sound operational, technical, and structural condition, adhere to all safety and hygiene standards in the Territory, and are fit for the purpose of providing the relevant Logistics Services;
- (f) all information, communications, and representations you make to Transportr, Shippers, and any third parties using your Account and any other means of communications used to fulfill the Vendor-Shipper Contract Terms are true and accurate;
- (g) all information and supporting documentation submitted with your Registration Form and through your Account on an ongoing basis is true and accurate;
- (h) you are legally permitted and appropriately licensed to conduct business and provide Logistics Services to Shippers generally, including through the Platform, in the relevant Territory;
- (i) the Logistics Services and Logistics Assets provided by the Vendor on the Platform conform to the best applicable industry standards;
- (j) you shall only use the Platform and Services for their intended purpose as contemplated by these Transportr Terms and Conditions;
- (k) you shall ensure that only your authorized Users access your Account and, through it, the Platform and the Services;
- (l) you will not under any circumstances, unless expressly permitted by Transportr in writing, communicate, whether directly or indirectly, through any means, with a Shipper, Vendor, other Organization, or User in relation to any aspect of the Services provided through Transportr and/or the Platform;
- (m) Users that establish and operate your Account are duly authorized to represent, bind, and act on your behalf with respect to the use of the Platform and the Services; and



- (n) neither you or any of your affiliates, beneficial owners, controllers, board members, employers, or any other related person are subject to any sanctions regimes, including, but not limited to, sanctions and sanctions lists imposed and maintained by the United Arab Emirates Federal and Emirate level authorities, including any sanctions lists maintained by the UAE in relation to targeted financial sanctions, the Kingdom of Saudi Arabia's State Security Presidency and other state apparatuses, the United Nations, the United States Office of Foreign Asset Control and the US Department of the Treasury, the UK Sanctions and Anti-Money Laundering Act 2018 (the Sanctions Act) and under other UK legislation, such as the Export Control Order 2008 and the Anti-Terrorism, Crime and Security Act 2001, and sanctions and restrictive measures imposed by the Council of the European Union, as amended and updated from time to time.

6. COMMUNICATING WITH YOU

Generally, all communications between you and us shall be conducted through the Platform. You should always endeavor to communicate with us through the Platform. However, from time to time, we may choose to communicate with you using channels outside of the Platform with respect to your use of the Platform or our provision of Services to you, including through the use of telephone calls, email communications, SMS messages, or through other communication media and applications. You hereby agree and acknowledge that all such communications, insofar as they relate to your use of the Platform, your Account, and the Services, shall be subject to these Transportr Terms and Conditions. You will not under any circumstances, unless expressly permitted by Transportr in writing, communicate, whether directly or indirectly, through any means, with a Shipper, Vendor, other Organization, or User in relation to any aspect of the Services provided through Transportr and/or the Platform.

7. TRANSPORTR INTELLECTUAL PROPERTY

You shall not be entitled without the prior written consent of Transportr to use, reproduce, exploit, or modify any Transportr Intellectual Property.

8. STORAGE AND ARCHIVING

Transportr is not responsible for maintaining, storing, or archiving any data or information not otherwise provided through the Platform or the provision of the Services, including any information that you may require to fulfill an Order, or comply with any of your legal or regulatory obligations. You alone are responsible for maintaining, storing, or archiving any such data or information.

9. TRANSPORTR'S RIGHT OF SET-OFF

Transportr may at any time, by providing reasonable prior written notice to you, set off any liability you may have to Transportr against any liability that Transportr may have to you with respect of any of the Total Logistics Fees. If the liabilities to be set off are expressed in different currencies, Transportr may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by Transportr of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Transportr Terms and Conditions or otherwise.

10. WE RESERVE THE RIGHT TO REQUIRE THAT YOU PROVIDE A GUARANTEE

We reserve the right to request that you submit a performance bank guarantee, the quantum of which will be mutually agreed between you and us, with respect to your performance of Logistics Services that you undertake to provide through the Platform. Failure to provide such



guarantee may, at our discretion, result in our decision to terminate these Transportr Terms and Conditions or prohibit you from accessing certain Services and functionalities of the Platform.

11. TERM AND TERMINATION OF THESE TRANSPORTR TERMS AND CONDITIONS

11.1 Basis for termination

These Transportr Terms and Conditions shall come into effect from the time that you create an Account in accordance with paragraph 5.1(a) and will terminate pursuant to the terms of paragraph 10, or when any one of the following occurs:

- (a) upon thirty (30) days' prior written notice by either party with or without cause;
- (b) upon 5¹ days prior written notice if we receive complaints about your use of the Platform or Services which we deem in our sole discretion to justify termination of these Transportr Terms and Conditions;
- (c) if for any reason, your Account is deactivated for any reason by Transportr at its sole discretion;
- (d) immediately without notice in the event of your insolvency, bankruptcy, entry into administration, or inability to satisfy your financial obligations as they become due;
- (e) immediately without notice if you breach, threaten to breach, or in our assessment your breach of these Transportr Terms and Conditions is imminent;
- (f) immediately without notice if we are required to do so by applicable law;
- (g) immediately without notice if we believe in our reasonable judgment that you are breaking any applicable laws; and
- (h) immediately without notice if, in our sole discretion, we believe that your continued use of the Platform and Services poses a technical, security, legal, financial, reputational or other risk or undue burden on us or any of other Organizations of the Platform and the Services.

11.2 Consequences of termination

Upon termination of these Transportr Terms and Conditions by either party for any reason:

- (a) we will cease providing you with access to the Platform and the Services and you will no longer be able to access your Account;
- (b) unless agreed otherwise by us in writing, you will not be entitled to any refunds of any Fees, pro rata or otherwise; and
- (c) any outstanding balance owed to us, or to any third party through your use of the Platform and the Services that have not yet been paid by you will immediately become due and payable in full. For the avoidance of doubt, Transportr may exercise its right of set-off with respect to any outstanding amounts due and payable by and between Transportr and yourself upon termination to settle all balances owed by and between yourself and Transportr.

¹ **Note to Khaled:** Please confirm.



12. LIMITATION OF LIABILITY AND INDEMNITIES

- 12.1 TRANSPORTR SHALL NOT BE LIABLE TO YOU AS AN ORGANIZATION OR A USER, OR IN ANY OTHER CAPACITY, OR TO ANY THIRD PARTY, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO CLAIM ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, REPUTATIONAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY ACCESS OF THE PLATFORM OR PROVISION OR USE OF ANY SERVICES, INCLUDING ANY LOGISTICS SERVICES, EVEN IN THE EVENT THAT TRANSPORTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.2 TRANSPORTR SHALL NOT BE LIABLE TO ANY ORGANIZATION, USER, OR ANY OTHER THIRD PARTY, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO CLAIM ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH: (a) YOUR ACCESS TO THE PLATFORM, (b) YOUR USE OF OR RELIANCE ON THE SERVICES, OR (c) YOUR INABILITY TO ACCESS THE PLATFORM OR USE THE SERVICES.
- 12.3 TRANSPORTR SHALL NOT BE LIABLE TO ANY ORGANIZATION, USER, OR ANY OTHER THIRD PARTY, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO CLAIM ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH LEGAL FEES OR ANY RELATED LEGAL COSTS OR EXPENSES INCURRED BY YOU IN RELATION TO YOUR USE OF THE PLATFORM OR THE SERVICES, OR IN RELATION TO THE SUBJECT MATTER AND RELATIONSHIP CREATED BETWEEN US PURSUANT TO THESE TRANSPORTR TERMS AND CONDITIONS.
- 12.4 TRANSPORTR SHALL NOT BE LIABLE TO ANY ORGANIZATION, USER, OR ANY OTHER THIRD PARTY, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO CLAIM ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OR DAMAGES ARISING OUT OF OR IN RELATION TO THE CONDUCT (INCLUDING MISCONDUCT), FAULT, NEGLIGENCE, OR ANY OTHER ACT OF A SUBCONTRACTOR UNLESS A FINAL, NON-APPEALABLE DECISION BY A COURT OF COMPETENT JURISDICTION DETERMINES THAT TRANSPORTR WAS NEGLIGENT OR ENGAGED IN WILFULL MISCONDUCT THAT DIRECTLY RESULTED IN SUCH LOSS OR DAMAGES.
- 12.5 TRANSPORTR SHALL NOT BE LIABLE TO ANY ORGANIZATION, USER, OR ANY OTHER THIRD PARTY, AND YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE RIGHT TO CLAIM ANY DAMAGES, LIABILITY, OR LOSSES ARISING OUT OF OR IN CONNECTION WITH ANY TRANSACTION OR RELATIONSHIP BETWEEN YOU AND ANY OTHER PARTY IN YOUR CAPACITY AS A VENDOR OR SHIPPER, AND ANY OTHER THIRD-PARTY, INCLUDING VENDORS AND SHIPPERS, FACILITATED USING THE PLATFORM OR THE SERVICES, EVEN IF TRANSPORTR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.6 TRANSPORTR SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING FROM ANY DISRUPTIONS, CHANGES, ALTERATIONS, TECHNICAL FAULTS, VIRUSES, DOWNTIME, GLITCHES, OR BUGS TO WHICH THE PLATFORM OR THE SERVICES ARE SUBJECT TO FROM TIME TO TIME, EVEN IF TRANSPORTR WAS AWARE OF OR CAUSED, IN WHOLE OR IN



PART, ANY SUCH DISRUPTIONS, CHANGES, ALTERATIONS, TECHNICAL FAULTS, VIRUSES, DOWNTIME, GLITCHES, OR BUGS, UNLESS CAUSED BY THE WILLFULL MISCONDUCT OF TRANSPORTR. IN NO EVENT SHALL TRANSPORTR'S TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION EXCEED TWO THOUSAND FIVE HUNDRED US DOLLARS (USD2,500).

- 12.7 TRANSPORTR DOES NOT CONTROL, ENDORSE, OR TAKE RESPONSIBILITY FOR THE ACTIONS OF ANY VENDOR OR SHIPPER OR ANY OTHER THIRD PARTY THAT YOU ENGAGE USING THE PLATFORM. YOU HEREBY AGREE AND ACKNOWLEDGE THAT TRANSPORTR WILL NOT BE LIABLE FOR ANY LOSS ARISING OUT OF OR IN RELATION TO THE MISUSE OR DAMAGE OF LOGISTICS ASSETS BY VENDORS OR ANY THIRD PARTIES, UNLESS SUCH LOSS WAS A DIRECT RESULT OF TRANSPORTR'S WILLFULL MISCONDUCT.
- 12.8 You agree to indemnify and hold Transportr and its affiliates, and its and their respective officers, directors, employees, and agents, harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with: (a) your access or use of the Platform and the Services; and/or (b) your breach or violation of any of these Transportr Terms and Conditions or the representations and warranties that you have made herein.
- 12.9 You agree to indemnify Transportr against all liabilities, costs, claims, fines, expenses, damages, and losses incurred by Transportr in relation to or arising out of any third party, including Shippers, claims against Transportr as a result of your use of the Platform and Services in general, including, but not limited to, your failure to comply with the terms of any Logistics Services Contract and these Transportr Terms and Conditions.
- 12.10 Transportr has taken care to ensure that the content and usage of the Platform and provision of the Services is accurate and provides safe access to you; however, Transportr is not liable for any direct, indirect, special, incidental, consequential, or punitive damage or for any loss of profits, revenue, or opportunities whatsoever, resulting from any claim suffered by you as a result of any downtime, malfunction, unlawful access, piracy, or theft of data, computer viruses or destructive code, or interruption or any other technical failure of the site, online services, or databases. However, in case of failure to fulfil contractual obligations directly attributable to Transportr, we shall only be liable to direct actual damage, which shall in no event exceed the local currency in the jurisdiction of the relevant Organization or User equivalent of two thousand five hundred US dollars (USD2,500).
- 12.11 You shall be solely responsible for the Goods under your custody and control until the delivery of such Goods to the Shipper or the consignee, your liability under the Logistics Services Contract and these Transportr Terms and Conditions, or for any loss or damage to the Goods shall be determined in accordance with the Vendor-Shipper Contract Terms.

13. DATA PRIVACY AND PROCESSING

- 13.1 You acknowledge that we act as an independent data controller with regard to personal data that we collect from you in connection with your use of the Platform and the Services. By accessing the Platform and using the Services, you hereby:
- (a) warrant and represent that you are legally permitted under Applicable Data Protection Law to transfer any Personal Data that you transfer to us;
 - (b) consent to our processing of any Personal Data that you provide to us in accordance with these Organization Transportr Terms and Conditions.



- 13.2 As part of providing the Services, the Personal Data that we collect from you may be transferred to other jurisdictions in a manner compliant with Applicable Data Protection Laws.
- 13.3 When we process Personal Data, while providing you with access to the Platform and the Services, we will:
- (a) process the Personal Data as a data processor and/or service provider, only for the purpose of providing the services in accordance with documented instructions from you (provided that such instructions are commensurate with the functionalities of the Platform and the Services), and as may subsequently be agreed to by you. If we are required by applicable law to process the Personal Data for any other purpose, we will provide you with prior notice of this requirement, unless we are prohibited by such applicable law from providing such notice;
 - (b) notify you if, in our reasonable opinion, your instruction for the processing of personal data infringes Applicable Data Protection Laws;
 - (c) notify you promptly, to the extent permitted by law, upon receiving an inquiry or complaint from a relevant supervisory authority relating to our processing of the Personal Data;
 - (d) implement reasonable technical and organizational measures enabling you to execute requests relating to your own Personal Data protection obligations;
 - (e) implement and maintain appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful processing and against accidental loss, destruction, damage, theft, alteration, or disclosure. These measures shall be appropriate to the harm that might result from any unauthorized or unlawful processing, accidental loss, destruction, damage, or theft of Personal Data and appropriate to the nature of the Personal Data that is to be protected;
 - (f) upon request, provide reasonable information to help you complete your data protection impact assessments and prior consultations with regulatory authorities;
 - (g) notify you without undue delay upon becoming aware of and confirming any accidental, unauthorized, or unlawful processing of, disclosure of, or access to your Personal Data; and
 - (h) upon termination of these Transportr Terms and Conditions, promptly initiate its purge process to delete or anonymize any Personal Data that we collect and process from you. You may also request, within sixty (60) days of termination, that we return any such Personal Data.
- 13.4 In the course of providing you with access to the Platform and the Services, you hereby acknowledge and give us general written authorization to use sub processors to process the Personal Data.
- (a) **Nature and purpose of processing:** To provide and improve your use of the Platform and the Services under these Transportr Terms and Conditions, and provide any related support to you, as otherwise permitted under Applicable Personal Protection Law, or as initiated by you from time to time.
 - (b) **Subject matter, types of personal data and categories of data subjects:** Personal Data relating to you, any of your Users, and that is provided by you as part of the provision of any Service.



- (c) **Duration of processing:** For so long as these Transportr Terms and Conditions are in effect between you and Transportr until deletion of all Personal Data provided to us in accordance with our obligations as set out herein.

14. GENERAL PROVISIONS

14.1 Notices

Notices that may be or are required to be given under these Transportr Terms and Conditions by either party to another shall be delivered through the means of communication made available through the Platform, or transmitted by electronic mail or other electronic means or by registered or certified mail, return receipt requested, and shall be addressed to the respective parties hereto at their addresses as set out above or to such other addresses as may be designated by either party in writing by notice provided in accordance with this paragraph 14.1. Notices shall be deemed to have been received when transmitted by electronic mail or other electronic means without having received a notification or indication of failure to deliver, or on the date indicated as the date of receipt on the return receipt.

14.2 No Circumvention and No Solicitation

You hereby acknowledge that Transportr has invested significant time and resources to recruit and retain its employees and develop valuable business connections and continuing relationships with existing and prospective partners, Shippers, and Vendors. Accordingly, you hereby irrevocably agree not to, directly or indirectly, circumvent, avoid, bypass solicit, hire or attempt to hire, or induce any employee of Transportr. You hereby further irrevocably agree not to, directly or indirectly, solicit, circumvent, bypass, or enter into any transaction, corporation, arrangement, partnership, or business opportunity with Transportr's Shippers, partners in business, and/or affiliates in its projects, for a period of not less than twelve (12) months after the termination of these Transportr Terms and Conditions.

14.3 No agency, partnership, or subcontracting relationships

You hereby acknowledge that these Transportr Terms and Conditions do not create any agency relationship, partnership, joint venture, or subcontracting relationship between yourself and Transportr.

14.4 Confidentiality

Each party agrees to use the other party's Confidential Information solely as necessary for performing its obligations under these Transportr Terms and Conditions and in accordance with any other obligations in these Transportr Terms and Conditions. Each party agrees that it will take all reasonable steps, at least substantially equivalent to the steps it takes to protect its own proprietary information, to prevent the duplication, disclosure, or use of any such Confidential Information, other than (a) by or to its employees, agents, and subcontractors who must have access to such Confidential Information to perform such party's obligations hereunder, who each will treat such Confidential Information as provided herein, and who are each subject to obligations of confidentiality to such party that are at least as stringent as those contained herein; or (b) as required by any law, regulation, or order of any court of proper jurisdiction over the parties and the subject matter contained in these Terms of Service, provided that, if legally permitted, the receiving party will give the disclosing party prompt written notice and use commercially reasonable efforts to ensure that such disclosure is accorded confidential treatment. Confidential Information will not include any information that the receiving party can prove: (i) was already in the public domain, or was already known by or in the possession of the receiving party, at the time of disclosure of such information; (ii) is independently developed by the receiving party without use of or reference to the other party's Confidential Information, and without breaching any provisions of these Transportr Terms and Conditions;



or (iii) is thereafter rightly obtained by the receiving party from a source other than the disclosing party without breaching any provision of these Transportr Terms and Conditions.

14.5 **Force Majeure**

In no event shall Transportr be responsible or liable for any failure or delay in relation to its services, resulting from unusual and unforeseeable events beyond its reasonable control, including, without limitation, acts of God, natural disasters, pandemics, terrorist acts, shortage of supply, unforeseeable breakdowns, or malfunctions of the technical or digital system, power failures, war, or civil unrest.

14.6 **Assignment**

You may not assign any of your rights and or obligations to any third party or let any third party use or gain access to your Account, the Platform, or the Services without our prior written consent.

14.7 **Subcontracting**

You may subcontract all or part of the Logistics Services without Transportr or the Shipper's prior consent. If you wish to subcontract all or part of the Logistics Services, you will continue to be responsible for your obligations under the Logistics Services Contract entered into between you and the Shipper, and you hereby agree and acknowledge to accept complete liability, accountability, and responsibility for the acts or omissions of your subcontractors, agents, and all third parties ("**Vendor Subcontractors**") that you engage or instruct to discharge your obligations under any Logistics Services Contract. You hereby further agree and acknowledge that it shall be your responsibility to ensure that any Vendor Subcontractors fully comply with your obligations as set out in the relevant Logistics Services Contract and these Transportr Terms and Conditions. No contractual relationship shall exist between Transportr and any Vendor Subcontractors, you shall retain sole responsibility and liability for and in relation to the management, oversight, communication, and performance of all Vendor Subcontracts with respect to your provision of any Logistics Services pursuant to a Logistics Services Contract. For these Transportr Terms and Conditions, all works performed by Vendor Subcontractors shall be deemed work performed directly by the Vendor.

14.8 **Exclusivity**

Nothing in these Transportr Terms and Conditions shall confer any exclusivity upon Transportr or the Vendor in respect of the provision of the Logistics Services by the Vendor or the Services by Transportr.

14.9 **Electronic Signatures**

The words "execution," "signed," "signature," and words of like import in these Transportr Terms and Conditions or in any other certificate, agreement, or document related to these Transportr Terms and Conditions, shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf," "tif," or "jpg") and other electronic signatures (including, without limitation, certified or approved electronic signatures under Federal Decree-Law No. 46 of 2021 On Electronic Transactions and Trust Services). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity, and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.



14.10 Entire Agreement

These Transportr Terms and Conditions constitute the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral negotiations, representations, agreements, commitments, contracts, or understandings with respect thereto.

14.11 Severability

Any provision or part of these Transportr Terms and Conditions that is unenforceable or is otherwise invalidated shall not in any way affect the enforceability of the remaining provisions hereof.

14.12 Successors and assigns

These Transportr Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.13 Survival

The rights and obligations set forth in this paragraph 14.13, and paragraphs 5.3 (*Representations and warranties*); 8 (*Storage and Archiving*); 9 (*Right of Set-off*); 11 (*Term and Termination*); 12 (*Limitation of Liability*); 14.4 (*Confidentiality*); 14.12 (*Successors and Assigns*); 14.1 (*Notices*); 14.2 (*No Circumvention and No Solicitation*); and 15 (*Governing Law and Dispute Resolution*) will survive the expiration or termination of these Transportr Terms and Conditions.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 These Transportr Terms and Conditions shall be interpreted, governed, and construed by and in accordance with the laws and regulations applicable in the Abu Dhabi Global Market, in the Emirate of Abu Dhabi, United Arab Emirates.

15.2 Any dispute arising out of or in relation to these Transportr Terms and Conditions shall be subject to the non-exclusive jurisdiction of the Courts of the Abu Dhabi Global Market.



MARKETPLACE SERVICES – SUPPLEMENTAL TERMS

1. INTERPRETATION

- 1.1 These Marketplace Services Supplemental Terms are Supplemental Terms that form part of the Transportr Terms and Conditions that govern the contractual relationship between you and Transportr.
- 1.2 These Marketplace Services Supplement Terms should be read and construed as a supplemental part of the Transportr Terms and Conditions that apply to your relationship with Transportr. These Marketplace Services Supplemental Terms apply specifically to the Marketplace Services provided by Transportr to you.
- 1.3 These Marketplace Services Supplemental Terms, together with the Transportr Terms and Conditions, govern the provision of the Marketplace Services by Transportr to you and your use of the Marketplace Services, whether through the Platform or via other means of communication agreed between you and Transportr from time to time.
- 1.4 Defined terms used in these Supplemental Terms not otherwise defined herein shall have the meanings ascribed to them in the Transportr Terms and Conditions.
- 1.5 The Marketplace Service is a Service that enables both Transportr and Vendors to offer, and Shippers to accept, Offers for Logistics Services, as well as the provision of ancillary, support, and facilitation Services related to Logistics Services.

2. HOW THE MARKETPLACE WORKS

- 2.1 The Marketplace Service allows both Transportr and Vendors to submit an Offer in response to a Shipper Request.
- 2.2 When submitting a Shipper Request, the Shipper will be required to select whether it wishes to have the Goods protected during transit – this may be done through the Platform or through any other mode of communication acceptable to Transportr from time to time. If the Shipper chooses to insure the Goods it wishes to ship, Transportr itself will directly provide the Logistics Services and will be contractually liable to the Shipper for the provision of the Logistics Services, and the Transportr Terms and Conditions and these Supplemental Terms shall be read and construed accordingly. In such circumstances, Transportr may charge the Shipper separate fees for arranging the procurement of adequate protection, as well as for any ancillary or supplemental Services that Transportr provides in addition to the Logistics Services. Such fees will be included as part of the Marketplace Service Charges that will be charged to a Shipper and shall be payable by the Shipper to Transportr in addition to the actual cost of protection and any related premiums that may also be payable by the Shipper.
- 2.3 If the Shipper selects not to insure the Goods it wishes to ship, upon the acceptance of an Offer, a direct contractual relationship will be established between the Vendor and the Shipper for the physical provision of Logistics Services. In such circumstances, Transportr's role and the Services it will provide to the Shipper and the Vendor pursuant to these Marketplace Services Supplemental Terms will be limited to facilitation and intermediation of the Logistics Services to be provided by the Vendor to the Shipper pursuant to the Logistics Services Contract that will be created between the Vendor and the Shipper upon the acceptance of an Offer by the Shopper.
- 2.4 If a Shipper selects not to insure the Goods it wishes to ship, Transportr will facilitate the procurement of Quotations from Vendors to match such Quotations with Shipper Requests. Once a Quotation is submitted by a Vendor in response to a Shipper Request posted on the Platform, Transportr will assess the Quotation and either accept it and release it to the Shipper



as an Offer, or inform the Vendor that it was rejected, with the reasons for such rejection. Transportr may, at its discretion, permit the Vendor to resubmit an amended Quotation.

- 2.5 Transportr shall reserve the discretion to add its own Platform Fees, Marketplace Service Charges, or any other fees, charges, expenses, payments, markups, or commissions, as applicable from time to time to both the Vendor and Shipper, to any Quotation it receives from Vendors prior to creating and releasing an Offer.
- 2.6 If an Offer is accepted by the Shipper, an Order is created that confirms the Shipper's agreement to procure the Logistics Services offered by the Vendor based on the terms contained in the Vendor Offer.
- 2.7 Once an Offer is accepted by a Shipper in accordance with paragraph 2.6 above, a Logistics Services Contract is created between the Vendor that provided the Quotation and the Shipper that issued the corresponding Shipper Request in circumstances where the Shipper has selected not to insure the Goods to be shipped, or directly between Transportr and the Shipper in circumstances where the Shipper has selected to insure the Goods to be shipped, as the case may be. The Logistics Services Contract will be governed by the terms of the Offer accepted by the Shipper (or by Transportr on the Shippers behalf, as the case may be), the Transportr Terms and Conditions and these Supplemental Terms. In circumstances where the Shipper has selected not to insure the goods, and therefore is contracting directly with the Vendor for the provision of Logistics Service, any Vendor-Shipper Contract Terms that the Vendor stipulates to be part of the Offer accepted by the Shipper will also apply between the Shipper and the Vendor in relation to the physical delivery aspects of the Logistics Service to be provided.
- 2.8 If no Vendor-Shipper Contract Terms are included as part of the Offer by the Vendor, the Logistics Services Contract in effect between the Shipper and the Vendor will be governed by the terms of the Offer, the Transportr Terms and Conditions and these Supplemental Terms, as accepted by the Shipper (or on the Shippers behalf, as the case may be) and any unspecified terms will be governed by applicable law.

3. YOUR OBLIGATIONS UNDER THESE SUPPLEMENTAL TERMS

- 3.1 The Vendor shall endeavor to submit Quotations in response to Shipper Requests received through the Platform or any other means of communication mutually agreed to between Transportr and the Vendor pursuant to the Transportr Terms and Conditions, including these Supplemental Terms. The Vendor shall endeavor to respond to requests received through the Platform and communicate regarding any operational issues through the Platform, as soon as reasonably practicable.
- 3.2 Once an Offer is accepted and a Logistics Services Contract is created with respect to an Order, the Vendor or Transportr, as the case may be, is obligated to deliver the Logistics Services to the Shipper on the terms provided for in the Logistics Services Contract and in accordance with the standards, requirements, conditions, specifications, representations, and warranties that the Vendor or Transportr, as the case may be, has agreed to adhere to pursuant to the Transportr Terms and Conditions, including these Supplemental Terms.
- 3.3 In circumstances whereby a Logistics Services Contract is entered into directly between a Shipper and a Vendor, once the Logistics Services provided for in a Logistics Services Contract are fully delivered by the Vendor, the Vendor is required to submit a Proof of Services Completion to Transportr, in the form, and with all supporting documents, required by Transportr from time to time. If the Vendor fails to submit Proof of Services Completion in accordance with the specifications required by Transportr from time to time, Transportr reserves the right, at its sole discretion, to withhold the Vendor's due payments until Proof of Services Completion has been submitted to the satisfaction of Transportr.



- 3.4 In circumstances whereby a Logistics Services Contract is entered into directly between a Shipper and a Vendor, subject to the chargeback provisions of these Supplemental Terms, once Transportr has validated and accepted the Proof of Services Completion submitted by the Vendor, Transportr issues an invoice to the Shipper for all charges due and payable by the Shipper with respect to the relevant Logistics Services Contract, including any Platform Fees, Marketplace Service Charges, and any other associated fees, charges, expenses, payments, and commissions payable to Transportr by the Shipper with respect to the Logistics Services Contract. The Shipper has ten (10) calendar days to dispute any terms of such invoice. Transportr will then examine the basis for such dispute. If Transportr deems to dispute to be valid, Transportr will charge any excess amounts (i.e., any rightfully disputed amounts) back to the Vendor. If there is no dispute by the Shipper within ten (10) calendar days from the receipt of such invoice by the Shipper, the Logistics Services that are the subject of the underlying Logistics Services Contract will be deemed to be Completed Services and the Vendor's obligations with respect to the delivery of Logistics Services under the underlying Logistics Services Contract will be deemed to be satisfied and discharged.
- 3.5 In circumstances whereby a Logistics Services Contract is directly entered into between the Shipper and Transportr, Transportr issues an invoice to the Shipper for all charges due and payable by the Shipper with respect to the relevant Logistics Services Contract, including any Platform Fees, and any other associated fees, charges, expenses, payments, and commissions payable to Transportr by the Shipper with respect to the Logistics Services Contract. The Shipper has ten (10) calendar days to dispute any terms of such invoice. Transportr will then examine the basis for such dispute. If Transportr deems to dispute to be valid, Transportr will charge any excess amounts (i.e., any rightfully disputed amounts) back to the Vendor. The Logistics Services that are the subject of the underlying Logistics Services Contract will be deemed to be Completed Services and Transportr's obligations with respect to the delivery of Logistics Services under the underlying Logistics Services Contract will be deemed to be satisfied and discharged.
- 3.6 A Shipper is under no obligation to request or to accept an Offer. Offers provided by Vendors or Transportr to Shippers through the Platform will be subject to availability of equipment, space, and commodity acceptance.
- 3.7 The rates contained in Offers may be subject to increase with respect to any costs that may not be reasonably foreseen prior to fulfillment, including, but not limited to, Logistics Charges and Government Charges. Whilst Transportr will endeavor to inform the Shipper in advance with respect to any such charges, this may not always be possible, and the Shipper hereby acknowledges and agrees that they will be responsible for any such reasonably incurred additional charges.

4. OUR OBLIGATIONS UNDER THESE SUPPLEMENTAL TERMS

- 4.1 In circumstances where there is a direct Logistics Services Contract in effect between a Shipper and a Vendor, Transportr's role under these Supplemental Terms will be to provide end-to-end oversight, management, administration, and related ancillary support services aimed at facilitating the provision of Logistics Services from the Vendor to the Shipper by facilitating the implementation of the Logistics Services Contract in effect between the Vendor and the Shipper.
- 4.2 In circumstances where Transportr directly enters a Logistics Services Contract with the Shipper, Transportr's role will be to provide the relevant Logistics Services to the Shipper (including, for the avoidance of doubt, through the use of Subcontractors), and to provide any supplementary Services required for the Shipper to track and otherwise administer the Logistics Services which they have purchased.



4.3 In discharging this role, Transportr shall:

- (a) ensure that the Platform functions in a satisfactory manner in accordance with the Transportr Terms and Conditions;
- (b) facilitate communication between the Vendor and Shipper with respect to the Marketplace Services, Shipper Requests, Vendor Quotations, and the implementation of Logistics Services Contracts;
- (c) ensure the payment of the Total Logistics Fees and any other fees payable to the Vendor with respect to Completed Services in accordance with the Transportr Terms and Conditions and these Supplemental Terms; and
- (d) in the event of cargo damage, delays, border detentions, disputes, disagreements, or under any other circumstances that Transportr deems to be necessary, facilitate communication between the Vendor and Shipper with respect to any claim filing, surveyor arrangement, and claim settlement.

4.4 Through our operation of the Platform and provision of the Services, we connect Vendors that are seeking to offer Logistics Services to Shippers that are seeking to procure such Logistics Services. We serve both as a provider of Logistics Services (in circumstances where Shippers select to insure the Goods being shipped), as well as a technology service provider that acts in the capacity of an arranger and facilitator of Logistics Services by and between Vendors and Shippers, providing end-to-end Logistics Services oversight, management, administration, and related ancillary support services to both Vendors and Shippers throughout the lifecycle of each Order and associated Logistics Services Contract, with the overarching objective of ensuring swift and efficient fulfilment of each Order.

5. COSTS AND EXPENSES RELATED TO THE PROVISION OF THE LOGISTICS SERVICES

5.1 Vendor Personnel and Logistics Assets

Notwithstanding any Logistics Fees, Government Fees, or any other variable costs that may not reasonably be known at the time of the Offer, Vendors shall be responsible for the payment of costs, charges, rents, wages, salaries, commissions, fees, maintenance costs or charges, repair costs, penalties, fines, and any other expenses, foreseen and unforeseen, related to your employees, subcontractors, and any Logistics Assets that you use to deliver the Logistics Services under a Logistics Services Contract.

5.2 Vendor Logistics Charges and Government Charges

Logistics Charges and Government Charges shall be billed to Transportr at cost (i.e., with no “markup” or any additional fees or charges to any party in any capacity) along with all required supporting documentation, as prescribed by Transportr from time to time, to be included in the Proof of Service Completion set of documents that is required to be submitted by the Vendor to Transportr upon delivery of all Logistics Services provided for under a Logistics Services Contract. The Vendor is required to include all anticipated Logistics Charges and Government Charges in the terms of the Offer or the Vendor-Shipper Contract Terms. If such Logistics Charges and Government Charges are not specified in the terms of the Offer or the Vendor-Shipper Contract Terms, subject to the provision set out immediately above in relation to unforeseen Logistics Charges and Government Charges charged at invoicing stage, Transportr reserves the right to reject any other charges, which will be borne by the Vendor with no recourse to Transportr.



5.3 Vendor effective and timely communication

The Vendor shall ensure that it communicates to Transportr through the Platform or by any other mutually agreed means in an effective, clear, timely, and consistent matter in relation to all aspects of the delivery of the Logistics Services pursuant to a Logistics Services Contract. Any loss arising out of or in relation to failure by the Vendor to timely and clearly communicate to Transportr and the Shipper in relation to a Logistics Services Contract shall be borne by the Vendor with no recourse to Transportr.

5.4 Outstanding balances

Invoicing cycles are determined in accordance with Transportr's instructions and records. You shall be required to keep Transportr apprised on a regular basis of outstanding balances of payments to ensure alignment between yourself and Transportr with respect to amounts owed between you and Transportr in relation to Logistics Services provided through the Marketplace.

5.5 Chargebacks

In the event that you receive payment from Transportr that becomes subject to a dispute raised by a Shipper and determined at Transportr's sole discretion (upon reasonable inquiry of the underlying circumstances) to be legitimate, you hereby agree that Transportr shall have the right to deduct or offset such amount from any amounts payable to you by Transportr, or to present you with an invoice or other claim or demand for such amounts, which you hereby agree and acknowledge to pay in a timely manner.

6. COSTS INCURRED AS A RESULT OF SHIPPER'S NEGLIGENCE OR BREACH OF OBLIGATIONS

In the event that the Vendor incurs costs that are not for any reason covered by the Vendor's insurance policy, the Shippers obligations under the Logistics Services Contract (including any Vendor-Shipper Contract Terms), or misconduct by the Shipper, with such negligence, breach, or misconduct demonstrated to Transportr's satisfaction (determined at its sole discretion), Transportr may, at its sole discretion, permit the Vendor to bill any such costs, as determined by Transportr in its sole discretion, to Transportr.

7. DISPUTES BETWEEN THE VENDOR AND THE SHIPPER

7.1 You hereby agree and acknowledge that you will be responsible for all costs, fees, charges, damages, and liabilities, including any legal fees, that you incur arising out of or in relation to a dispute between you and a Shipper in relation to any Logistics Services Contract. You hereby acknowledge, for the avoidance of doubt, that Transportr is not a party to any Logistics Services Contract in circumstances where there is a direct Logistics Services Contract entered into between a Vendor and a Shipper pursuant to the Transportr Terms and Conditions and these Supplemental Terms, and such disputes would be subject to the terms of the relevant Logistics Services Contract (including any Vendor-Shipper Terms), and applicable law, as the case may be.

7.2 Transportr may, at its sole and absolute discretion, but is not required to, facilitate the amicable resolution of any dispute between you and a Shipper arising out of or in relation to a Logistics Services Contract that is entered into directly between a Vendor and a Shipper pursuant to the Transportr Terms and Conditions and these Supplemental Terms. This may include, but not be limited to, facilitating communication, the provision of information, or other measures taken with a view towards amicably resolving such disputes. You hereby further agree and acknowledge that Transportr may charge you additional fees, expenses, or costs in relation to such intermediation efforts.



7.3 You hereby agree and acknowledge that Transportr has the right to withhold payments of any amounts owed to you with respect to any Logistics Services Contract in the event of a dispute arising between you and the relevant Shipper until such dispute is resolved.

7.4 If Transportr determines, at its sole discretion, that an amount charged by you to the Shipper is incorrect, you hereby agree and acknowledge that Transportr shall have the right to deduct such amounts from the Total Logistics Fees payable to you with respect to the underlying Logistics Services Contract.

8. FEES RELATED TO MARKETPLACE SERVICES THAT TRANSPORTR PROVIDES TO YOU

8.1 You shall be obligated to pay the Marketplace Service Charges, Platform Fees, and any other fees, charges, commission, or expenses to Transportr in accordance with the terms of the relevant Logistics Services Contract, as the case may be.

8.2 You shall be obligated to pay to Transportr any and all other fees, charges, expenses, payments, and commissions charged by Transportr to you in relation to the provision of the Marketplace Services as determined by Transportr and informed to you from time to time.

8.3 Marketplace Service Charges, Platform Fees, and any other fees, charges, commission, or expenses may vary and will be agreed between you and Transportr as set out in the relevant Registration Form, Logistics Services Contract, or through other mutually agreed means in writing as agreed between you and Transportr from time to time.

8.4 Transportr shall have the right to deduct or otherwise offset any and all Marketplace Service Charges Platform Fees, and any other fees, charges, commission, or expenses owed to it pursuant to these Supplemental Terms from any amounts payable by Transportr to the Vendor subject to reasonable prior written notification to you.

9. THE TOTAL LOGISTICS FEES PAYABLE TO VENDORS

9.1 Vendors shall be entitled to receive the Total Logistics Fees, minus any chargebacks, offset amount, the Marketplace Service Charges, Platform Fees, and any other fees, charges, commission, or expenses that Transportr is entitled to deduct subject to reasonable prior written notice. The Total Logistics Fees will only be payable to you once Transportr has accepted the corresponding Proof of Services Completion, in accordance with the payment terms agreed between you and Transportr from time to time.

9.2 To receive the Total Logistics Fees, the Vendor is required to submit an invoice to Transportr in the form and within the timeframe agreed between the Vendor and Transportr from time to time. Transportr will then invoice the Shipper. Transportr will pay the Vendor the Total Logistics Fees within the timeframe agreed between the Vendor and Transportr from time to time. Transportr may agree, at its discretion, to pay you the Total Logistics Fees in whole or in part, prior to the payment date agreed between the Vendor and Transportr from time to time (**“Total Logistics Fees Prepayment”**). Transportr may charge the Vendor a fee (**“Prepayment Fee”**) for Total Logistics Fees Prepayment, which shall be agreed between the Vendor and Transportr in writing with respect to each Total Logistics Fees Prepayment arrangement.

9.3 The Total Logistics Fees payable will be in accordance with the rates quoted in the Vendor Offer.

9.4 The Total Logistics Fees will be payable in Local Currency. All payments by Transportr to the Vendor will be paid to the Vendor’s designated payment account as provided by the Vendor in the Registration Form, through the Platform, or through any other means as mutually agreed by Transportr and the Vendor from time to time.



- 9.5 You shall submit tax invoices to Transportr through the Platform or through any other means as mutually agreed between you and Transportr from time to time. Transportr will examine the submitted tax invoice and may dispute any items that it deems to be incorrect. The credit period will only commence from the day on which Transportr receives and approves the Vendor's invoice, along with all necessary proofs of service completion.

10. GENERAL PROVISIONS

10.1 Shipper and Vendor discretion

Vendors are not obligated to submit Offers with respect to any Shipper Requests they receive through the Platform or any other means. Shippers are not obligated to accept any Offers made through the Platform or any other means. The submission and acceptance of Shipper Requests and Vendor Quotations, respectively, is discretionary. However, once a Shipper accepts an Offer, the parties will be obligated to honor their contractual obligations arising therefrom Vendor.

10.2 Health and safety

The Vendor hereby agrees and acknowledges that it shall comply with all relevant health and safety laws and regulations to ensure the wellbeing and safety of its Logistics Assets.

10.3 Damage to Goods

The Vendor is responsible for the integrity and condition of the Goods entrusted to it by Shippers pursuant to any Logistics Services Contracts. A Vendor is required to take all measures reasonably expected to prevent any damage, risk, or harm, while handling, storing, loading, lashing, dunnage, fastening, transporting, and unloading the Goods, including taking all preventive measures to secure the Goods from theft and robbery. The Vendor further agrees that it will not handle any Restricted Goods.

10.4 Liability in the event of termination

In the event you have not commenced or concluded your obligations to provide Logistics Service(s) under any Logistics Services Contract that you entered into prior to the termination of these Transportr Terms and Conditions and the deactivation of your Account resulting or arising out of your breach of these Transportr Terms and Conditions or through your own fault, you shall be liable to the Shipper for any damages equivalent to additional costs incurred by the Shipper or Transportr incurred in order to procure alternative logistics services as a result of the termination. The Vendor shall only be entitled to payment of the Total Logistics Fee for Completed Services prior to the deactivation of the Account.

10.5 Insurance coverage

- (a) We may, at our discretion, offer to procure insurance coverage on your behalf as part of the Services in exchange for fees to be agreed from time to time, which shall be charged as part of the Marketplace Service Charges. The terms of any such coverage will be agreed on a case-by-case basis from time to time.
- (b) In the event that the Shipper chooses to insure the Goods to be shipped, the Shipper hereby irrevocably waives, to the fullest extent permitted by applicable law, the right to claim from Transportr any losses or damages, including any indirect, incidental, special, exemplary, punitive, reputational, or consequential losses or damages, including, but not limited to, lost profits, lost data, personal injury, or property damage related to, in connection with, or otherwise resulting from any access of the Platform



or provision or use of any Services, including any Logistics Services, including in circumstances where Transportr has been advised of the possibility of such damages.

- (c) In the event that the Shipper chooses not to insure the Goods to be shipped, both the Vendor and the Shipper hereby irrevocably waive, to the fullest extent permitted by applicable law, the right to claim from Transportr any losses or damages, including any indirect, incidental, special, exemplary, punitive, reputational, or consequential losses or damages, from Transportr, which may have been covered by such insurance procured by the Shipper, as the case may be, over Goods shipped, had adequate insurance coverage been procured by the Shipper in respect of the Goods shipped.
- (d) Transportr encourages Vendors to procure insurance coverage to manage risks associated with the provision of Logistics Services. Should Vendors choose to procure such insurance coverage, such coverage should be adequate in coverage and quantum for the nature and scale of the risks being assumed by such Vendor. While having insurance is not a strict requirement for working with Transportr, there are specific instances where Vendor insurance is mandatory. These instances involve high-value or theft-prone goods, such as luxury items, precious commodities, electronics, and high-value equipment. In such cases, Transportr will exclusively seek Vendors who have adequate insurance coverage, regardless of the Shipper's decision to insure or not. Transportr shall not be responsible or liable to any party for ensuring the adequacy of insurance coverage, and both parties hereby irrevocably waive, to the fullest extent permitted by applicable law, the right to claim any losses or damages, including any indirect, incidental, special, exemplary, punitive, reputational, or consequential losses or damages, from Transportr, which may arise out of or in relation to inadequate coverage by insurance policies procured by the Vendor in relation to the provision of Logistics Services pursuant to these Transportr Terms and Conditions, including these Supplemental Terms.