

UTURN GENERAL TERMS AND CONDITIONS FOR CARRIERS

1. Definitions

General Terms and Conditions: these general terms and conditions; Service: the online and mobile platform made available by Uturn and all corresponding services of Uturn as described in further detail in Clause 3; User: each User of the Service, Shipper or Carrier and/or the persons using the Service on behalf of Shipper or Carrier; Shipment Request: a request of Shipper to ship goods through the Service; Uturn: the limited liability company under Dutch law Uturn B.V., registered with the Dutch Chamber of Commerce under no. 66923174; Shipper: the natural person or legal entity wishing to have the goods transported through the Service; Carrier: the natural person or legal entity wishing to transport goods through the Service; Contract of Carriage: the agreement by which Carrier undertakes towards Shipper to transport goods.

2. Applicability

1. The General Terms and Conditions apply to the registration for User's access to the Service and the use of the Service. By registering as a User or by using the Service, User agrees to the applicability of the General Terms and Conditions, Code of Conduct, Privacy Policy, Subscription Service Terms and Operational Procedures and agrees to comply with the rules set out therein.

2. The applicability of User's general terms and conditions towards Uturn is herewith explicitly excluded.

3. Uturn can amend the General Terms and Conditions The amended General Terms and Conditions will apply, as soon as these have been published through the Service and on the website of Uturn. Users are advised to periodically consult the then applicable version of the General Terms and Conditions. When using the Service after the publication of amended Terms and Conditions, User is considered to agree to the applicability of the amended General Terms and Conditions.

3. Description of the Service

1. Uturn provides as a service an online and mobile platform on which supply and demand of Shippers and Carriers are brought together in connection with the transport of goods. After registration with the Service, Shippers can submit a Shipment Request for the transport of goods. Carriers can make offers to a Shipment Request. Users can conclude Contracts of Carriage through the Service. Uturn is not a party to the Contract of Carriage. Uturn acts as intermediary (within the meaning of article 7:425 et seq. of the Dutch Civil Code (Burgerlijk Wetboek)) and does not provide transportation services or act in any way as a carrier, forwarding agent, freight forwarder, shipper association, or any (other) logistics service provider or similar concept under any law, convention or regulation. After the Contract of Carriage has been concluded, Shipper and Carrier can inspect the status

of the performance of the transport of the goods through the Service. Uturn makes available a feedback system with regard to the transport to Users. Finally, Uturn supports User with a customer service for queries and complaints regarding the Service.

4. Registration

1. Registration is required for getting access to the Service and for using the Service. When registering, Users have to provide the necessary (company) data and information (e.g. the extracts from the Chamber of Commerce, contact details, e-mail addresses, insurance policies, licenses and permits) for setting up an account with possible sub-accounts. Users must provide accurate and complete (company) data during the registration and must update these data in the event of changes, so that the data present at Uturn are correct, up-to-date and complete at all times.

2. Uturn will check User's (company) data and information and documents and reserves the right to obtain a credit report on User. However, Uturn does not guarantee the authenticity, correctness, accuracy, or completeness of the data and information provided by User. User is solely responsible for the data and information provided by him.

3. User chooses a user name and a password when registering. User is responsible for keeping confidential his password and the use of his account, regardless whether the use has been authorised by User. User will immediately inform Uturn in the event his account has been used without authorisation.

4. User guarantees that all natural persons who have access to the Service through User's registration will comply with the stipulations of these General Terms and Conditions.

5. User guarantees that:

- User is a business user using the Service for himself,
- User is authorised to represent his employer/company/organisation,
- User will use the (access to the) Service only for the purpose it is intended for,
- User uses the (access to the) Service in accordance with all legal and/or contractual obligations.

6. Upon registering with the Service, Carrier will provide Uturn with copies of permits and insurance policies, as set out in the Operational Procedures. Carrier ensures to maintain these permits and insurances when using the Service. Carrier ensures Uturn is provided with any modification or cancellation of these permits and insurances at least 30 days in advance of any modification or cancellation of these permits and insurances. Carrier will not provide services via the Service at any time that Carrier is not in compliance with these obligations related to permits and insurances. Uturn does not guarantee the authenticity, correctness, accuracy, or completeness of the copies provided by Carrier. Carrier is solely responsible for the data and information provided by him.

7. After the approval of the registration by Uturn, User will get access to the Service and can use the Service. User must ensure that User uses the latest version of the Service.

8. At its sole discretion, Uturn reserves the right to limit or block User's access to the Service at any moment, when the information provided by User is not correct, not up-to-date, not complete or not appropriate or if User does not comply with the obligations in the General Terms and Conditions and/or other (legal) obligations.

5. Shipment Request and Contract of Carriage

1. Shipper submits a Shipment Request through the Service.

2. Carrier has access to a list of available Shipment Requests for which no Contract of Carriage has been concluded via the Service.

3. Carriers can make offers to a Shipment Request via the Service. Offers include all nationally and internationally applicable levies, duties, surcharges, fuel costs, and other costs that Carrier can expect based on the information provided with the Shipment Request or can be reasonably expected for the execution of the Contract of Carriage.

4. Carrier who makes an offer for a Shipment Request through the Service is held to carry it out after acceptance of the offer by Shipper. Carrier is responsible for the cancellation of his offer via the Service if he is unable to carry it out, before the acceptance by Shipper.

5. A Contract of Carriage between Shipper and Carrier is concluded by Shipper's acceptance of Carrier's offer. Carrier will be assigned to perform the transport related to the Contract of Carriage. Uturn is not involved in the Contract of Carriage and the performance of the transport and does not become a party to the Contract of Carriage.

6. Uturn does not provide and/or issue any means of transport, containers, bills of lading, waybills, consignment notes, customs declarations or any other documents for the purpose of or in relation to the Contract of Carriage. Also, User shall not mention Uturn on any consignment note or any other document for the purpose of or in relation to the Contract of Carriage, subject to a penalty due and payable immediately of EUR 5,000 per breach.

6. Execution of a Contract of Carriage

1. Solely the Carrier is responsible for checking whether Shipper has provided all information that is necessary or important for Carrier for the (timely) performance of the Contract of Carriage.

2. Carrier is not allowed to instruct a third party to carry out the obligations under the Contract of Carriage without prior written permission of Uturn, subject to a penalty due and payable immediately of 100% of the compensation to be paid to the Carrier pursuant to the Contract of Carriage and any additional costs per breach. Uturn is entitled to set

off this penalty against the compensation to be paid to the Carrier pursuant to the Contract of Carriage.

3. If Carrier cannot (timely) execute the Contract of Carriage, Carrier must immediately inform Shipper thereof via the Service or via the contact details of Shipper available through the Service, stating the cause.

4. Carrier acknowledges that it is authorized to execute the Contract of Carriage in accordance with, and warrants and confirms that it shall at all times comply with, any and all applicable international and national laws, regulations and rules, including – but not limited to – laws, regulations and rules regarding required permits and licenses, safety, security, securement of freight regulations, overloading, implementation and maintenance of driver safety regulations, requirements for the transport of goods, hazardous goods, qualification and licensing and training of drivers, minimum wages for drivers, working permit requirements, immigration and maintenance and control of the equipment.

5. Carrier must take out and maintain sufficient insurance against any damage, loss or delay incurred by Shipper and/or by any other cargo interested party such as the consignee as a consequence of the performance of the Contract of Carriage, or Carrier's failure to perform any of its obligations, or as a consequence of a wrongful act committed against Shipper or a third party. Carrier must also take out insurances covering corporate and personal liability, third party motor liability and any other insurance that may be required following the concluded contract of carriage.

6. If Carrier does not, not timely or not according to instructions provided by Shipper, execute the Contract of Carriage agreed with Shipper, Carrier will be responsible for all the costs that arise due to Carrier's failure to perform any of its obligations including but not limited to the additional costs of the replacement transport.

7. If the cause of not (timely) execution of the Contract of Carriage is due to the (information from) Shipper, and Carrier is forced to incur costs, the costs can be reported via the Service for approval by Shipper.

8. Carrier will upload a digital copy of the proof of delivery, as described in the Operational Procedures, directly after executing all requested transport actions as defined in the Contract of Carriage but in any event within 48 hours, through the Service.

7. Invoicing and Payment

1. Uturn and Shipper have agreed that Uturn shall pay all claims that Carrier will have on Shipper based on the Contracts of Carriage concluded through the Service and that, in doing so, Uturn will be subrogated to Carrier's rights against Shipper pursuant to Article 6:150 section d Dutch Civil Code. After Carrier has received and uploaded the proof of delivery via the Service to complete the Contract of Carriage, Uturn will pay Carrier the

amount agreed between Shipper and Carrier for the Contract of Carriage within the period as stipulated in clause 7.6

2. If Carrier will not complete the Contract of Carriage via the Service within 14 days from execution of the Contract of Carriage, Carrier will not be entitled to receive the corresponding payment relating to the Contract of Carriage.

3. Carrier will not attempt to collect any payments related to Contracts of Carriage from Shipper or a third party.

4. Carrier and Uturn agree that Uturn issues the invoices relating to the Contracts of Carriage in the name and for the account of Carrier (self-billing).

5. Any costs incurred by Carrier referred to in Clause 6.7 above, must be approved by Shipper.

6. Unless agreed otherwise, Uturn will pay Carrier the sums owed to Carrier within 30 days, unless Shipper has pointed out to Uturn Carrier's default or non-compliance with an applicable condition or for another urgent reason, to be assessed by Uturn.

7. Carrier waives any and all lien (pledge) rights with respect to the goods and will not permit third parties to exercise such lien (pledge) rights.

8. Carrier may subscribe for additional services of Uturn. Subscription costs will be invoiced per month. Fees per shipment will be deducted from the amount agreed between Shipper and Carrier for the Contract of Carriage.

9. Said prices are exclusive of VAT. Uturn can amend the amounts of the fees. Uturn will publish any changes through the Service. When using the Service after the date of commencement of amended fees and amounts of subscriptions, User is considered to agree to these amendments.

8. Other User obligations

1. User guarantees that he will not file or upload any information (text, photo or other content):

- which is wrongful (discriminating, abusive, contrary to public order or public morality), illegal or otherwise inappropriate or unseemly in the opinion of Uturn,
- which infringes third parties' rights, including intellectual property rights,
- which is incorrect or inaccurate, misrepresents matters or contains misleading statements,
- in which User represents himself as somebody else.

2. Uturn is free to remove information of which Uturn assumes that it has been filed contrary to the above rules and to block User's access to the Service.

3. User agrees that Uturn can use on the (mobile) website and app the information User enters (uploads) through the Service. User grants Uturn a non-exclusive, world-wide, irrevocable, unconditional, transferable, sub-licensable, perpetual licence to use, reproduce, show, distribute and communicate information entered and make it available through the Service.

4. User is responsible for getting access to a data network necessary for the use of the Service. User is responsible for acquiring and updating compatible hardware or equipment necessary for the access to and use of the Service.

9. Feedback

1. Users and Uturn can make their experience known through the Service in a form to be determined by Uturn. The information thus gathered by Uturn will be entered into a feedback system.

2. Uturn can add information with regard to data made available in time by Users and with regard to the compliance with Contracts of Carriage by Users in so far as known to Uturn on the basis of automatically generated data through the Service. Uturn will solely use this information to inform Users of the level of service, the reliability and the quality of other Users. Uturn cannot guarantee the correctness or accuracy of assessments.

3. Users will not carry out acts which undermine the integrity of the feedback system, including (threatening with) giving negative feedback about another User, if the latter is carrying out a certain act or omit to carry it out, or influence the system otherwise in a manner which is not in accordance with the principles of the feedback system.

4. If a User receives negative feedback over a longer period of time, Uturn can refuse User's access to the Service.

5. Uturn reserves the right to reject or remove assessments at its own discretion.

6. User shall not place feedback that is false or misleading, offensive, derogatory, hateful, racial or ethically objectionable, or in any other way defamatory or indecent.

10. Non-compliance

1. Without prejudice to other rights, including the right to damages, and without being held to pay any damages, Uturn can block a User's access to and use of the Service: |

- if User violates the stipulations of the General Terms and Conditions to a serious degree or violates the stipulations of the General Terms and Conditions repeatedly,
- in the event of User's (provisional) suspension of payments, bankruptcy, shutdown or liquidation or User's death,
- if it cannot be demanded in reasonableness that Uturn maintains the access to and use of the Service.

2. In a situation as described in the first paragraph, all claims of Uturn on User are immediately payable in full. User must take the necessary measures in order to give Uturn the opportunity to enforce its rights.

3. If Uturn deactivates User's registration or account as a result of a violation of the General Terms and Conditions, User will not activate another account without Uturn's permission.

11. Liability and responsibilities

1. The Service is offered in its current state and as available ("as is"). The use of the Service is at User's risk and expense.

2. Uturn does not guarantee that the Service is available on all hardware and equipment. In addition the Service can be subject to malfunction and delay which is inherent to the use of the internet and electronic means of communication.

3. Uturn is not responsible or liable for User's acts, omissions and/or negligence nor for information entered by User through the Service.

4. Uturn does not guarantee that the Service will always meet a User's expectations. Although Uturn makes an effort to have the Service function without defects, Uturn does not guarantee that the Service, including the tracing system, functions faultlessly and/or that a continuous and/or safe access to the Service is possible.

5. All information (text and figures) entered by Uturn in the Service is with a reservation of spelling mistakes or typos.

6. Uturn does not guarantee that the location data of the consignment coming under the Contract of Carriage as shown through the Service via the mobile tracking system are accurate.

7. Uturn does not guarantee the correctness and/or completeness of the content of third-party websites or apps to which Uturn refers through the Service, such as websites with driving directions (Uturn uses Google maps) to which Uturn refers through the Service.

8. Uturn is not liable towards Users for any loss of profit or other consequential, special, punitive, indirect or incidental damage connected to, arising from or otherwise regarding the Service.

9. Uturn is not obliged to provide the Service, and shall not be liable for any failure or delay in performing the Service, and User is not obliged to perform any of its obligations under these General Terms and Conditions towards Uturn and shall not be liable towards Uturn, in case of a force majeure event, which means any event that is beyond the reasonable control of one of the parties and shall include – but not shall be limited to – cyber-attacks, cybercrime, computer hacking, unauthorised access to computer data and storage

device, computer crashes, virus attacks, breach of security and/or encryption and epidemics and pandemics.

10. Uturn has no responsibility or liability for any transportation provided to any Shipper or other party using the Service. Shipper is responsible and liable for Shipment Requests submitted. Carrier is responsible and liable for the offers to the Shipment Request and the execution of the Contracts of Carriage. Contracts of Carriage are the responsibility and liability of Shipper and Carrier. Uturn accepts no liability for disputes between Shipper and Carrier.

11. Uturn has no responsibility or liability for any damage whatsoever, including but not limited to delays, delivery errors, wrongful or fraudulent use of the Services by a User or a third party or any other damages resulting from or related to the use of the Service, unless User proves that the damage has been caused by the wilful intent or deliberate recklessness of Uturn or its management.

12. If for any reason whatsoever Uturn is liable, its liability will be limited to the sum User owes Uturn for the event in which the liability has arisen. Should Uturn not be entitled to invoke the provisions of the previous sentence, its liability will be limited in any case to a maximum of EUR 10,000 (ten thousand euro) per occurrence or series of occurrences with one and the same cause of damage.

13. User shall be fully liable for any loss or damage of, and for any costs incurred by Uturn resulting from or related to the use of the Service, any breach of any provisions in these General Terms and Conditions and any other default, unlawful act or omission on User's part. Your 'use of the Service' is considered every use of the Service that occurs with the use of your user name and password.

14. Unless the claim is a direct and proven result of wilful intent or deliberate recklessness of Uturn or its management, User agrees to defend, indemnify and hold Uturn, its directors and employees and its subcontractors, harmless from and against any and all liability, claims, actions or demands, resulting from or related to the use of the Service or any breach of any provisions in the General Terms and Conditions. This indemnification also includes reasonable attorney's fees and any other legal costs incurred by Uturn or its insurer, employee, agent or servant for defending any claim from another User or a third party in relation to the Service or the Contract of Carriage.

15. Carrier agrees to defend, indemnify and hold Shipper, its directors and employees and its subcontractors, harmless from and against any and all liability, claims, actions or demands, resulting from or related to the acts or omissions of Carrier or Carrier's liability under the Contract of Carriage. 16. All claims against Uturn will lapse after twelve months. The limitation period commences on the day on which the claim has become due and payable, or the day on which the Carrier had the knowledge of the loss, whichever comes first.

12. Intellectual Property

1. All current and future intellectual property rights included in the Service and in any (form of) communication thereto, including but not limited to copyright, database rights, trademark rights, trade name rights, rights to know how and trade secrets, patents, with regard to (parts of) the Service, such as – among other things – the rights to software, look & feel (and the infrastructure), pictures, texts, and the trade name and trademark “Uturn”, belong to Uturn and/or the companies associated with Uturn. No part of the Service can be regarded as the transfer of any rights thereto, except in so far as described in clause 12.2.

2. After registration to the Service, Users will have a non-exclusive, non-transferable and revocable licence which allows the use of the Service with application of and in accordance with the General Terms and Conditions only. This licence is granted to enable Users to have access to and use the Service. No other licences or rights are granted implicitly or otherwise by registering to the Service.

3. Users have no permission to reproduce or publish in any shape or form, including but not limited to, scrape, hyperlink, deep-link, frame, trade in, integrate, use the content of (a part of) the Service without Uturn’s explicit written prior permission.

4. Users are not allowed to remove or amend statements about copyright, trademarks or other references to rights or ownership of the (content included in the) Service.

5. Users acknowledge that the database linked to the Service is protected by database rights within the meaning of the (Dutch) Database Act. Users are not allowed to retrieve a substantial part of the contents of the database linked to the Service or to re-use it and/or to repeatedly and systematically retrieve non-substantial parts of the contents of the database and to re-use these within the meaning of the (Dutch) Database Act. Users are forbidden to circumvent technical measures that protect the database linked to the Service.

6. Users are not allowed to get access to the Service, to use, copy, adapt, change, distribute, (sub-)license, transfer, show, perform or otherwise exploit the Service in an inadmissible or unpermitted manner or in a manner which burdens, hinders or harms Uturn, the Service or other Users. The foregoing includes, but is not limited to the following, either directly or by automation means, activities:

a) the application of reverse engineering to, changing, adaptation, making derivative works on the basis of, decompiling or extraction of a code of the Service;

b) sending, storing or transferring viruses or other harmful computer codes via or to the Service;

c) acquiring or trying to acquire wrongful access to the Service;

- d) disturbance or interruption of the integrity or performance of the Service;
- e) setting up accounts for the Service with the aid of non-permissible or automated means;
- f) compilation of information of or about Users in a non-permissible or unacceptable manner;
- g) selling, reselling or renting of or invoicing costs for the Service;
- h) distribution or making available of the Service via a network in which it can be used by several mechanisms at the same time.

13. Privacy, Code of Conduct, Operational procedures

1. Uturn processes personal data of Users in order to provide and improve the Service. The Privacy Policy states which personal data are processed and for which purposes.
2. The Code of Conduct sets out the principles for ethical behaviour and applies to every User of the Service.
3. The Operational Procedures provide an in-depth description of platform and transport related matters and provide (operational) instructions that must be followed by Users of the Service.
4. Subscription Service Terms govern the access and usage of subscription services, including services that can be accessed using the web platform and mobile apps.
5. The Privacy Policy, the Code of Conduct, Subscription Service Terms and the Operational procedures form an integral part of the Terms and Conditions.

14. Non-Circumvention

1. User shall not, directly or indirectly, circumvent the Uturn platform by entering into a business relationship with another User introduced through the Service, without involving the Uturn platform, for a period of 12 months following the most recent Shipment Request or Contract of Carriage between such Users via the Service.
2. Clause 14.1 is essential to protect Uturn's business model and legitimate interests. For this reason, User shall, in the event of a breach of clause 14.1, be liable to pay Uturn a penalty of EUR 10,000 per breach, without prejudice to Uturn's right to claim full compensation of damages. Furthermore, Uturn is entitled to immediately suspend or permanently revoke User's access to the Service, without any obligation to provide prior notice or to refund any fees paid.

15. Fast payment service

1. The provisions of this clause apply exclusively where Carrier makes use of the "Fast Payment Service" offered by Uturn (hereinafter: "FPS"). Activation of the FPS is made at Carrier's request and is subject to acceptance by Uturn.
2. By way of derogation from the standard payment term of thirty (30) days as set out in clause 7.6, Uturn shall pay the sums owed to Carrier within seven (7) calendar days of the relevant invoice date, provided that the conditions of this clause 15 have been met.
3. For the use of the FPS, Carrier shall owe a fee to be agreed upon in writing upon commencement of the FPS agreement. The fee shall be a percentage of the full gross amount to be paid out by Uturn. The fee shall be set off by Uturn against the sums owed to Carrier.
4. If the revenue generated by Carrier in a calendar month exceeds the amount agreed upon in advance by the parties, as recorded in writing upon activation of the FPS, Uturn shall be entitled to apply a deferred payment term to the excess amount, or any part thereof. For such portion, a maximum additional payment term of thirty (30) calendar days shall apply, calculated from the original payment date as referred to in clause 15.2. For such portion, the fee as referred to in 15.3 shall not apply.
6. Uturn shall moreover be entitled to temporarily defer payment of (a portion of) the amount due by up to thirty (30) calendar days after the original payment date as referred to in clause 15.2, if exceptional financial circumstances arise on the part of Uturn that affect its business operations or liquidity planning. Uturn shall notify Carrier thereof in writing as soon as reasonably possible. For such portion, the fee as referred to in 15.3 shall not apply.
7. Uturn shall be entitled at any time to unilaterally terminate the FPS agreement with immediate effect or with effect from a date to be determined by Uturn. Uturn shall notify Carrier thereof in writing via the e-mail address registered by Carrier. Upon termination of the FPS agreement, the accelerated payment term as referred to in clause 15.2 shall cease to apply, and the standard payment term of thirty (30) days shall govern all payments to be processed. Payments already processed under the FPS shall be settled in accordance with the FPS terms and conditions applicable at that time.

16. Other

1. Uturn can change or terminate the Service at all times. Uturn endeavours to give notice of such a change or termination within a reasonable period of time before it is introduced.
2. If one of the clauses, or a part of a clause, of the General Terms and Conditions is considered to be entirely or partially invalid or non-enforceable, the validity and enforceability of the other clauses, or the remaining part of the clause, will be valid and enforceable. The Parties agree in that case to negotiate in good faith in order to replace

the invalid (part of a) clause by a valid (part of a) clause which corresponds to the effect of the original one as much as possible.

3. Uturn is free to transfer the Service entirely or partially to: a subsidiary or an associated company; an acquirer of Uturn's equity, business operations or assets; or a successor after a merger.

17. Applicable law and choice of forum

1. The General Terms and Conditions and the legal relationship between Uturn and User are exclusively governed by Dutch law.

2. Any and all claims and disputes between Uturn and a User that cannot be resolved out-of-court – whether of a contractual or non-contractual basis – shall be exclusively submitted to the competent Court in Rotterdam, the Netherlands.

3. Uturn is entitled to request provisional relief from the court of law having jurisdiction in the country of a legal entity that belongs to the corporate group of User.