

UTURN GENERAL TERMS AND CONDITIONS FOR SHIPPERS

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 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, email 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. 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.

7. 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. A Shipment Request must include all details in order to enable Carrier to make an offer that includes all costs for the execution of the Contract of Carriage, such as fuel, tolls, charges, and required insurances, permits and licenses.

3. It is not permitted to offer a Shipment Request with goods that are illegal or unlawful or the trade in which is prohibited. Shipper alone is responsible for ensuring that shipments intended for transport do not contain any prohibited goods.

4. At its sole discretion Uturn reserves the right not to publish or to remove a Shipment Request.

5. Shipper may cancel a Shipment Request prior to the conclusion of a Contract of Carriage.

6. Carriers may view Shipment Requests available to them through the Service for which no Contracts of Carriage have been concluded. 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.

7. A Contract of Carriage between Shipper and Carrier is concluded by Shipper's acceptance of Carrier's offer through the Service. Carrier will be assigned to perform the transport related to the Contract of Carriage. Utturn 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.

8. Utturn 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 Utturn 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. Shipper must provide Carrier with all information that is necessary or important for Carrier for the (timely) execution of the Contract of Carriage via the Service. Utturn is not responsible for providing any of such information to Carrier and does not guarantee the correctness, accuracy or completeness of such information.

2. 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.

3. If Carrier is forced to incur costs during the execution of the Contract of Carriage, Carrier will use its best efforts to provide immediate notice of these costs when they arise. Shipper will try to enable Carrier to execute the Contract of Carriage without being forced to incur costs.

4. If the costs incurred by Carrier are due to (a lack of) information from the side of Shipper or are otherwise attributable to Shipper, as described in more detail in the Operational Procedures, the costs are reported via the Service and borne by Shipper. Feedback from Shipper regarding the additional costs must be received by Utturn within five working days from the date of the notice to Shipper.

5. 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 after the completion of the transport, through the Service.

6. If Shipper cancels a Contract of Carriage via the Service, all costs related to the cancellation will be borne by Shipper following the rules set out in the Operational Procedures.

7. Invoicing and Payment

1. Utturn and Shipper agree that Utturn shall pay all claims that Carriers will have on Shipper based on the Contracts of Carriage concluded through the Service. In doing so, Utturn will be subrogated to Carriers' rights against Shipper pursuant to Article 6:150 section d Dutch Civil Code. Utturn and Shipper agree that Utturn shall invoice Shipper the amounts it pays to Carriers.

2. If Shipper is of the opinion that Carrier has committed breach of contract or non-compliance with any terms and conditions declared applicable, or in the event of another urgent reason, Shipper must inform Uturn thereof immediately. If Shipper does not inform Uturn immediately, Shipper can no longer invoke breach of contract or non-compliance by Carrier. Shipper's payment obligations are not suspended for that reason.

3. Uturn invoices a fee to Shippers for the use of the Service. The fee is payable from the moment a Contract of Carriage is concluded by Shipper's acceptance of Carrier's offer.

4. The sum to be invoiced by Uturn to Shipper consists of the agreed amount for the transport in the Contract of Carriage increased by the agreed fee for the use of the Service, and as the case may be, additional costs (e.g. additional costs of Carrier, additional services of Uturn, costs of cancellation of the Contract of Carriage).

5. Shippers may subscribe for additional services of Uturn. The subscription costs will be invoiced per month. 6. Said fees and prices of subscriptions are exclusive of VAT. Uturn can amend the amounts of the fees and amounts of the subscriptions. 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.

7. Uturn's invoices have to be paid by Shipper within 30 days after the invoice date stating the invoice reference.

8. In the event of no (timely) payment, Shipper will be in default without any further notice of default and will owe 1.5% interest per month on the unpaid sum.

9. Shipper's payment serves in the first place to pay the costs as referred to in clause 7.10, subsequently the interest, and finally the main sum.

10. All judicial and extra-judicial costs in connection with the collection of the overdue invoiced sums will be borne by Shipper. 11. Uturn reserves the right to demand payment in advance or additional security in the form of a security payment or bank guarantee, if Shipper's creditworthiness gives cause for it.

8. Other User obligations

1. User guarantees that he will not wilfully 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 for the purposes of the Service 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 Services.

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 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 these 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. 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 Shipper 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 automated 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. The Privacy Policy, the Code of Conduct 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. Price Calculator

1. The provisions of this article apply exclusively where Shipper makes use of the online price calculator offered by Uturn (hereinafter: “Price Calculator”). Access to the Price Calculator shall be granted for a period of one (1) year from the date of activation and shall automatically renew for successive periods of one (1) year, unless either Party provides written notice of termination at least thirty (30) days prior to the start of the next term.
2. UTURN shall charge Shipper an annual fee for access to the Price Calculator. The applicable fee shall be reflected on the invoice and is payable on the first day on which Shipper makes use of the Price Calculator.
3. Shipper shall not use the Price Calculator in any manner that could damage, disable, overburden, or impair it, or interfere with any other party’s use and enjoyment thereof. Use of the Price Calculator is permitted for manual, human-initiated consultation only. Shipper shall not access or use the Price Calculator by means of any automated process, including but not limited to bots, scrapers, crawlers, scripts, or any other automated means of data extraction or retrieval, whether for commercial purposes or otherwise. UTURN is entitled to suspend or terminate Shipper’s access to the Price Calculator if UTURN determines, in its sole discretion, that Shipper’s use violates this fair usage policy.
4. The prices and data shown through the Price Calculator are indicative only and do not constitute a binding offer or commitment by UTURN or any carrier. UTURN does not guarantee that the prices shown through the Price Calculator reflect the definitive price of any contract of carriage, nor that any location or driving distance data shown are accurate. Shipper shall use the output of the Price Calculator at its own risk and may not derive any rights from the prices or data shown therein. The Price Calculator is considered a Service and Uturn’s liability in this respect is limited in accordance with Clause 11.

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 a 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.