

General Conditions Supplier

These General Terms and Conditions for Supplier (“**General Conditions**”) outline the terms and conditions upon which Transportr Ltd (hereinafter “Transportr”, “us”, “our” or “we”) will provide electronic services to the supplier (hereinafter “Supplier” or “you”). These General Conditions will come into effect once you accept General Conditions through our Platform, open an Account on the Platform, or sign the Agreement as defined below. Hereinafter Transportr and Customer may individually be referred to as a “party” and collectively as the “parties”.

1. INTERPRETATION

The following terms shall have the following meaning;

- 1.1. **Account** means the online account that the Supplier will open on the Platform to provide a quotation for the Transportation Services requested by the Customers.
- 1.2. **Agreement** means the agreement signed between Transportr and the Supplier which incorporates these General Conditions for the use of the Platform.
- 1.3. **Proof of Delivery** is when the Supplier has completed the Transportation Services, and in support of such, submits onto the Platform, supporting documents including but not limited to confirmation and proof of delivery of the Goods along with any other requested documents confirming the delivery of the Goods (“**POD**”).
- 1.4. **Completed Services** are all concluded Transportation Services for which the Supplier has duly submitted the POD onto the Platform and such POD is accepted by Customer.
- 1.5. **Customer** is the registered third party that will be requesting the Transportation Services through the Platform from the Supplier.
- 1.6. **General Conditions for Suppliers** are these terms and conditions. Transportr may update these General Conditions from time to time and will notify you via the Platform. The contractual relationship between you and Transportr will continue to exist under the updated terms and conditions, unless you raise an objection to the change within a week from receiving the notification.
- 1.7. **Goods** are any legal specification of merchandise or material, that the Customer desires to transport by using the Transportation Services.
- 1.8. **Platform** means the electronic network or technology platform provided by Transportr and available through an application and at the internet URL www.transportr.com, offering a secure digital meeting place for the Supplier and the Customer to conduct business.
- 1.9. **Relevant Information** is all information required by Transportr for the implementation of the General Conditions and the Agreement.
- 1.10. **Restricted Material** means all illegal and/or unauthorized material including but not limited to weapons, explosives, infectious substances etc.
- 1.11. **Services** are all the electronic services provided by Transportr by means of information and communication tools, to you, through the Platform.
- 1.12. **Subcontractors** are all agents, subcontractors, or third party engaged or contracted with to perform or assist the Supplier in the performance of the Transportation Services.
- 1.13. **Supplier** means your duly licensed and operational company, which expression includes your employees, agents and/or subcontractors.
- 1.14. **Supplier Bid** means the rates provided by the Supplier to the Customer for Transportation Services via the Platform, in addition to the Supplier’s Terms of Service (if any) which may govern the Transportation Services provided by the Supplier.

- 1.15. Supplier's Fee** is the fee that the Supplier is entitled to receive for all Completed Services, which will include service charges for the Transportation Services in addition to any other charges incurred by the Supplier during the provision of the Transportation Services, including but not limited to, custom duties, import vat, cancellation charges, taxes, border charges, waiting time and any other agreed charges with the Customer.
- 1.16. Supplier's Terms of Service** are the Supplier's terms and conditions (if any) which will govern all the Transportation Services provided by the Supplier, and which are incorporated in the Supplier's Bid or provided or notified by the Supplier to the Customer through the Platform. In the event of any contradiction between the Supplier's Terms of Service and these General Conditions for the Supplier and the General Conditions for the Customer, the latter two will prevail.
- 1.17. Transportation Contract** means the separate contract containing the Supplier's Terms of Service which will be formed when the Customer accepts the Supplier's Bid through the Platform for the Transportation Services.
- 1.18. Transportr's Service Fee** is the amount, as determined and specified under the Agreement, that Transportr is entitled to receive from the Supplier against the services rendered through the Platform, as further specified under the Agreement.
- 1.19. Term** is the term specified under the Agreement.
- 1.20. Territory** means the United Arab Emirates.
- 1.21. Transportr Ltd** is our duly registered limited liability company.
- 1.22. Transportation Services** are the transportation services provided by the Supplier to the Customer, through the Platform in accordance with the General Conditions for the Supplier and the Supplier's Terms of Service (if any), which will include all

operational aspects of the services performed by the Supplier.

- 1.23. Trademark** means any word, name, logo, symbol, design or any combination thereof affixed with either party which shall remain the sole property of that party and will under no circumstances be adopted by the other party or their representatives.
- 1.24. Vehicles** means the transportation trucks, heavy goods vehicles, lorries, machinery etc. which are in a good operating condition, capable of performing the functions for which they are designed.

2. BIDDING AND TRANSPORTATION CONTRACT

- 2.1.** Supplier shall place its bid on the Platform for the Transportation Services in response to a request by a Customer, and the Customer will have the right to select the bid to retain the Transportation Services of the respective Supplier.
- 2.2.** When the Customer selects, via the Platform, a Supplier to provide Transportation Services based on that Supplier's Bid, you agree and acknowledge that a separate Transportation Contract shall be formed between you and the Customer for each accepted transaction. Each Transportation Contract will incorporate the Supplier's Terms of Service (if any) which, together with the General Conditions for the Supplier, will govern the Transportation Services initiated or requested through the Platform.
- 2.3.** The Supplier is under no obligation to place an offer, or a Supplier's Bid for any transaction or service requested by Customer or by Transportr on the Platform. The Supplier may place a Bid on the Platform at its entire discretion.
- 2.4.** The Customer is under no obligation to request or to accept a Supplier Bid. Customer is free to accept any Supplier Bid, at its entire discretion.
- 2.5.** The Supplier's Terms of Service (if any), strictly as provided by the Supplier, will be uploaded by the Supplier along with the Suppliers Bid and will be presented to the Customers for each transaction they accept via the Platform.

- 2.6. Transportr may advise the Customer which Supplier it should choose, based on any factors Transportr considers to be relevant.

3. PLATFORM SERVICES

3.1. Access to Platform

- a. Supplier will have access to the Platform by registering and maintaining an online Account by inserting its correct and accurate details required on the Platform. Supplier shall be liable for all use of its Account and shall immediately inform Transportr if it suspects that its Account has been hacked or is being misused by a third party.
- b. The Supplier undertakes to use the Platform and Account within the field of use as provided under the General Conditions. The Supplier undertakes not to, nor permit, cause, or authorize any other person or entity to re-engineer, reverse engineer, decompile, create or re-create the software of the Platform. Transportr owns all technology developed by or on its behalf.
- c. The Platform, including the General Conditions may be updated or modified by Transportr at its discretion from time to time. The Platform information layout or any other data pertaining to the use of the Platform are subject to change without notice.

3.2. Registration on The Platform

- a. The proper registration by the Supplier of an activated Account on the Platform shall be a mandatory requirement and condition for the use of the Platform.
- b. To register, the Supplier must fill in the registration form made available on the Platform. The Supplier shall specify the complete data truthfully on the registration form and always keep the information up to date. The Supplier must notify Transportr of any changes.
- c. Transportr will confirm receipt of the Supplier's form by sending a registration confirmation via email. The registration confirmation shall solely

constitute confirmation to the Supplier on receipt of the registration form. Should Transportr accept the Supplier's registration, Transportr will send an activation confirmation to the Supplier.

- d. The Supplier shall choose a secure password after the successful activation of its Account. The Supplier undertakes to keep secret its password and any other details relating to the use of the Platform in order to carefully secure access to its Account.
- e. The Account may not be transferred to a third party without the explicit consent of Transportr.

3.3. Use of The Platform Functionalities

- a. Transportr shall provide the Supplier with functions and tools on the Platform to permit it to place Supplier Bids, to conclude Transportation Contracts and for all communication regarding the Transportation Services (e.g. communication of arrival times).
- b. The Supplier shall only use the functions and tools provided by the Platform for the aforesaid communication unless another form of communication is explicitly indicated herein or unless it is technically impossible to do so.

3.4. License

- a. Transportr grants the Supplier a non-exclusive license, restricted to the term of the Agreement, to personally use the Platform web frontend and related mobile applications and to use the API interface (including all updates, upgrades, new versions and replacement software) in accordance with the relevant applicable license documentation. Upon request, Transportr provides the Supplier with the license documentation. The Supplier shall not lease, confer or provide in any other way the above rights of use to a third party.

- b. In consideration of granting and maintaining this license, Transportr shall be entitled to Transportr's Service Fee which shall be calculated and paid in accordance with the Agreement.
- c. The Supplier shall not be entitled without explicit prior written consent to use, exploit or modify the "Transportr" trademark (words and images).
- d. The Supplier itself shall be responsible for archiving on its own storage medium the information which can be viewed on the Platform that the Supplier requires for the purposes of performing the Contract, securing evidence, accounting, etc. The Supplier agrees that Transportr may save any information shown on the Platform but is not obliged to do so.

3.5. System Integrity

- a. The Supplier shall be prohibited from using mechanisms, software or other scripts in conjunction with the use of the Platform that may negatively impact or disrupt the functions of the Platform.
- b. The Supplier shall be prohibited from taking measures that may result in an unreasonable or excessive load on the Platform, or on the technical infrastructure associated with it.
- c. The Supplier shall be prohibited from blocking the content generated by the Platform, overwriting it, modifying it or tampering with it in any other way which may have an adverse effect on the content or functions of the Platform.
- d. Except as permitted under the Agreement or these General Conditions, the content stored on the Platform may not be copied nor distributed, nor used or reproduced in any other way without the prior consent of the legal owner. This shall also apply to copying using "robot/crawler" search engine technologies or using other automated mechanisms.

4. SUPPLIERS OBLIGATIONS

Throughout the validity of the General Conditions and the Agreement, the Supplier warrants that it shall comply with all obligations set out herein, including, without limitation, the following obligations of the Supplier:

4.1. Expenses and Road Fees

- a. The Supplier shall be solely responsible for all payment, expenses wages, salaries, remuneration, expenditures related to the Vehicles, its drivers, employees, Subcontractors or third parties engaged by the Supplier for the purpose of providing the Transportation Services. Supplier shall be solely responsible for any costs of transportation such as toll taxes, turnpikes, traffic tickets, or any foreseen or unforeseen road fees or maintenance or repair expenses for the Vehicles.
- b. The Supplier will comply with all health and safety laws and regulations to ensure the protection and security of its personnel and of the Goods, including but not limited to any damage, risk or harm, while handling, loading, lashing, dunnage, fastening, transporting and unloading the Goods, including taking all preventive measures to secure the Goods from theft and robbery. Supplier further agrees that it will not engage in the use of Restricted Material.

4.2. Supplier's Bid

The Supplier shall:

- a. provide a Supplier Bid to the Customer upon receiving a request for Transportation Services via the Platform. The Supplier shall endeavor to respond to Customers' requests and communicate regarding any operational issues via the Platform, as soon as reasonably practicable;

- b. comply with all provisions of clause 2 of these General Conditions regarding use of the Platform.
- c. provide the Transportation Services to the Customer in accordance with the General Conditions and the Supplier's Terms of Service (if any). In the absence of Supplier's Terms of Service, only the terms of the General Conditions will apply.
- d. Supplier must upload on the Platform all requested supporting documents for POD of the Goods. Only Transportation Services for which PODs have been duly received and accepted shall be deemed completed. If the Supplier fails, without a valid reason to present the PODs, then Transportr may, at its sole discretion, hold all of the Supplier's due payments until the Supplier provides all pending PODs.
- e. pay in full the Transportr's Service Fee in accordance with the Agreement.
- f. ensure it utilizes Vehicles that comply with all applicable laws, regulations, codes and standards in the Territory.

5. SUPPLIERS REPRESENTATIONS AND WARRANTIES Supplier hereby warrants, represents, and undertakes that it shall fully perform and observe its obligations in the General Conditions and the Agreement as follows:

5.1 Authority. The Supplier has the power and authority to accept these General Conditions and to exercise its rights and perform its obligations under the Agreement and the General Conditions. It has taken all necessary actions to authorize the execution, implementation and performance of the Agreement and these General Conditions.

5.2 Licenses and Insurance. The Supplier is lawfully authorized to conduct business in the Territory and that the Transportation Services and Vehicles provided by the Supplier on the Platform, conforms to the best applicable

industry standards. Supplier carries all licenses, insurances (including but not limited to Freight Forwarder's insurance or equivalent thereto), police clearance certificates, permits and approvals that are necessary by the relevant laws and authorities of the Territory. Upon Transportr's request the Supplier agrees to provide a copy of any insurance and any documents related thereto, through the Term of the Agreement. The Supplier shall notify Transportr immediately of any material change to or cancellation of any of the insurance policies.

5.3 Illegal Activity. The Supplier warrants that it shall not be involved in any illegal, restricted activity or engage in any illicit practice such as but not limited to smuggling or trafficking. It shall not, intentionally, carry any Restricted Material whatsoever while conducting the Transportation Services and or while registered onto the Platform and during the entire Term of the Agreement. Supplier warrants that it shall at no time during the Term of the Agreement and thereafter engage in any type of conduct that is intended to directly or indirectly harm or defame Transportr's reputation.

5.4 Condition of Vehicles. The Supplier warrants that all Vehicles used are in a good operating, technically and structurally sound, clean, roadworthy condition and capable of performing the functions for which they are designed. The Supplier guarantees that the Vehicles will undergo repair and maintenance at the required intervals so that the operating efficiency of the Vehicles is always preserved. Reasonable wear and tear are expected. In addition, the Vehicles will comply with the following requirements, if applicable to the Transportation Services:

- 1- Adequate load restraint including spares;
- 2- Appropriate long load signage and amber lights;
- 3- Lashing will be used as per Customer's instruction.

5.5 Suppliers Personnel. Supplier warrants that all its employees, subcontractors and personnel are qualified to carry out the Transportation Services and possess the appropriate level of training, professional expertise and experience to carry out the Transportation Services. Supplier's employees and personnel shall conduct all activities in a professional and cooperative manner and shall at all times comply with all laws, regulations and ethical standards in all aspects of their duty under the General Conditions and the Agreement.

5.6 Designated Contact Person. Without limiting the obligations of the parties hereto with respect to enquires, requests and or consents in relation to the Transportation Services or other commercial matters, the Supplier shall designate a contact person, via the Platform, with whom representatives of Transportr and or Customers may communicate regarding any queries or problems or other matters that they may have with respect to the above.

6. TRANSPORTR'S OBLIGATIONS

6.1. Throughout the Term of the General Conditions and the Agreement, Transportr states and undertakes to:

- a. provide access details to the Supplier in order to use the Platform in accordance with Clause 3 of the General Conditions.
- b. ensure the Supplier's Terms of Service (if any) are visible on the Platform for Customers to accept once they have been correctly uploaded onto the Platform by the Supplier, along with the Suppliers Bid. And that no terms of the Supplier's Terms of Service are amended without the Supplier's prior written consent. In the event that the Supplier fails to upload the Supplier's Terms of Service along with its Bid, then the General Terms will apply.
- c. upon acceptance of the Transportation Contract, provide a confirmation to the Supplier of the Customer's acceptance of the

Supplier's Bid and the Supplier's Terms and Conditions (if any), through the Platform.

- d. provide the Platform with reasonable care, skill and diligence in accordance with best practice in Transportr's industry, profession or trade; and that the Platform will be free from inherent defects or failures and fit for purpose as intended by the the General Conditions and the Agreement.
- e. continues to possesses all requisite certificates, licenses, authorizations and permits to enable it to provide the Platform and grant the license to the Supplier to use it.
- f. Ensure that its personnel have the necessary skill and expertise which would reasonably be expected to be observed by a skilled and experienced person engaged in carrying out activities the same as, or similar to, supplying the Platform.
- g. ensure that the content and usage of the Platform is accurate and provides safe access to the Supplier.
- h. ensure the payment of the Supplier's Fee in accordance with the General Conditions and the Agreement.

7. PRICES AND PAYMENT

- 7.1.** Supplier will submit a performance bank guarantee as specified in the Agreement.
- 7.2.** Supplier is entitled to full payment of the Supplier's Fee for all Completed Services according to the invoicing and payment terms specified under the Agreement.
- 7.3.** Supplier irrevocably acknowledges that Transportr shall be entitled to receive Transportr's Service Fee, which will be determined and paid in accordance with terms of the Agreement.

8. LIMITATION OF LIABILITY AND INDEMNITY.

- 8.1.** The Supplier acknowledges and agrees that Transportr is a technology service provider who facilitates the individual commercial relationship between the Supplier and the Customer through a digital Platform. Transportr

hereby expressly gives notice that it does not provide any Transportation Services itself. It is the Supplier who will perform such Transportation Services to the Customer based on the Supplier's Terms of Service (if any) and the General Conditions. Transportr will have no liability whatsoever in relation to the Transportation Services provided by the Supplier to the Customer and/or the Transportation Contract, except as expressly provided otherwise in the General Conditions.

- 8.2. Transportr shall indemnify the Supplier against all liabilities, costs, claims, fines, expenses, damages and losses incurred by the Supplier as a result of any third party, including Customers, making a claim against the Supplier that the Supplier's use of the Platform in accordance with the terms of the General Conditions infringes that third party's intellectual property rights.
- 8.3. Supplier shall indemnify Transportr against all liabilities, costs, claims, fines, expenses, damages and losses incurred by Transportr as a result of any third party, including Customers, making a claim against Transportr for the Supplier or its Subcontractors failure to comply with the Transportation Services and or the Transportation Contract.
- 8.4. Transportr has taken care to ensure that the content and usage of the Platform is accurate and provides safe access to the user, however, Transportr is not liable for any direct, indirect, special, incidental, consequential or punitive damage or for any loss of profits, loss of revenue or opportunities whatsoever, resulting from any claim suffered by Supplier through 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 fulfill contractual obligations directly attributable to Transportr, then we shall only be liable to direct

actual damage, which shall in no event exceed AED 10,000.

- 8.5. Supplier will be solely responsible for the Goods under its custody and control until the delivery of such Goods to the Customer or the consignee, the Supplier's liability for the Transportation Services, or for any loss or damage to the Goods shall be determined in accordance with the Supplier's Terms of Service.
- 8.6. Neither party shall be liable for any indirect, special, incidental, consequential or punitive damage or for any loss of profits, loss of revenue or opportunities whatsoever, resulting from any claim suffered by the other party or any third party in relation to the provision of Transportation Services.

9. TERM AND TERMINATION

- 9.1. The contractual relationship between the Supplier and Transportr formed by these General Conditions shall be effective from the time of the Supplier's acceptance thereof by registering an Account on the Platform and or by executing the Agreement and may only be terminated by de-activating the Account in accordance with the following:
 - a. By Transportr, without cause at any time upon written notice to the Supplier.
 - b. By either party without cause at any time upon a thirty (30) day prior written notice to the other party.
 - c. By either party, immediately, with notice, for the other party's material breach of any of the terms and conditions of these General Conditions or the Agreement.
 - d. By either party, immediately, without notice, in the event of the insolvency or bankruptcy of the other party, or upon the other party's filing or submission of request for suspension of payment (or similar action or event) against the terminating party.

9.2. Notwithstanding the above, Transportr reserves the right in its sole discretion to cease or suspend providing all or any part of the Platform services immediately without any notice to the Supplier if:

- a. The Supplier breaches or threatens to breach, the terms of these General Conditions or the Agreement.
- b. Transportr is required to do so under any applicable law, rule or regulations.
- c. If one or more of the Customers terminate their business relationship with Transportr which results in Transportr not being able to fulfill its obligations.
- d. Continuing to provide the Platform services could create a security risk or material technical or economic burden as determined by Transportr in its sole discretion.

9.3. Transportr reserves the right to terminate the Supplier's Account at any time.

9.4. Supplier may stop using the Platform at any time by deactivating its online Account, without prejudice to its obligations to fulfill all on-going Transportation Services it had agreed to perform on the Platform. Such de-activation shall be deemed as termination by the Supplier and shall be governed by the terms of this clause 9.

9.5. **Consequences of Termination.** In the event the Supplier fails to commence or conclude any Transportation Service(s) agreed prior to deactivating the Account, the Supplier shall be liable to pay the Customer any damages equivalent to additional costs incurred by the Customer or Transportr in order conclude the Transportation Services. Supplier shall only be entitled to payment of the Supplier's Fee for Completed Services prior to the deactivation of the Account.

10. DATA PRIVACY CONSENT.

10.1 In order to administer the Platform and implement the these General Conditions and the Agreement, Transportr may electronically

or otherwise, document and process any and all professional data, including but not limited to the Supplier's details, company trade license, the registration of all Vehicles listed by the Supplier, the identification number, names, telephone numbers of the Supplier's personnel handling the Vehicles, insurance, licenses and related documents etc. ("**Relevant Information**").

10.2 By accepting these General Conditions and or by entering into the Agreement, the Supplier authorizes Transportr to collect, store, process, register and transfer the Relevant Information in electronic or other form to the Customer or any third party;

10.3 Transportr shall process personal data only if and to the extent necessary to fulfill the purpose of the Agreement and the General Conditions. In doing so, Transportr warrants that it shall comply with applicable data protection laws including implementing appropriate technical and organizational measures which meet the requirements of applicable data protection laws.

10.4 The Supplier shall ensure that the Relevant Information is always accurate and up to date. The Relevant Information will only be used in accordance with the terms of the General Conditions, the Agreement and the applicable laws.

11. GENERAL PROVISIONS

11.1 **No-Circumvention and No Solicitation.** The Supplier acknowledges that Transportr has invested significant time and money to recruit and retain its employees. Accordingly, the Supplier hereby irrevocably agrees not to directly or indirectly circumvent, avoid, bypass solicit, hire or attempt to hire or induce any employee of Transportr. The Supplier hereby irrevocably agrees not to either directly or indirectly, solicit, circumvent, bypass or enter into any transaction, corporation, arrangement, partnership, business opportunity with

Transportr's Customers, partners in business and/or affiliates in its projects, until 24 months after termination.

11.2 Confidentiality. Transportr and Supplier, each undertake to respect and protect the confidentiality of all information acquired as a result of or pursuant to the Agreement and/or the use of the Platform and will not, disclose any such information to a third party, without the consent of the party that owns the confidential information or unless it is required to do so by any applicable law or regulation.

11.3 Intellectual Property Rights. All intellectual property rights such as trademarks, patents and copyrights, including any branding are and shall remain the sole property of the owner thereof and the other party shall acquire no right or interest in such property or any right to use it without the owner's prior written consent.

11.4 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.

11.5 Assignment. The Supplier may not assign its rights and or obligations to any third party or let any third party use its registered Account, the Platform or the services without the prior written consent of Transportr.

11.6 Subcontracting. The Supplier may sub-contract all or part of the Transportation Services without Transportr or the Customer's prior consent. In the event that the Supplier wishes to subcontract all or part of the Transportation Services, then Supplier shall accept complete responsibility for the acts or omissions of its licensed subcontractors, agents and all others it hires or engages or contracts with to perform or assist in the performance of the Transportation Services (Subcontractors), just as Supplier is

responsible for its own acts and omissions. Supplier shall ensure that the Subcontractors fully comply with the obligations and specifications of the Agreement and the General Conditions. No contractual relationship shall exist between Transportr and any of the Supplier's Subcontractors, Supplier shall be solely responsible for their management and performance of the Transportation Services. For the purpose of the Agreement and the General Conditions, all works performed by the Subcontractors, shall be deemed work performed by the Supplier.

11.7 Exclusivity. Nothing in the Agreement or these General Conditions shall confer any exclusivity upon the Supplier in respect of the provision of the Transportation Services.

11.8 Entire Agreement. These General Conditions and the Agreement 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 understanding with respect thereto.

11.9 Conflict of Terms. In case of any conflict or inconsistency between any provision of these General conditions and any provision of the Agreement, the terms and provisions of the Agreement shall govern and prevail. In case of any inconsistency between any provision of the Supplier's Terms of Service (if any) and the General Conditions and the Agreement, the later two will prevail.

11.10 Severability. Any provision or part of the General Conditions or the Agreement, which is prohibited, or which is held to be void, unenforceable, illegal or invalid, shall not in any way affect the enforceability of the remaining provisions hereof.

11.11 Governing Law and Jurisdiction. The governing law and jurisdiction shall be determined in accordance with the Agreement.