



CARRIER USER AGREEMENT

This user agreement for Carrier ("**Agreement**") outlines the terms and conditions upon which Transportr Ltd and all its subsidiaries ("**Transportr**", "**us**", "**our**" or "**we**") provides electronic services ("**Services**"), for your demand via its electronic network and technology platform ("**Platform**") in order to assist and facilitate the introduction of Shippers ("**Shippers**") to you as a duly licensed and registered provider of domestic and international freight transportation services ("**Carrier**" "**your**" or "**you**").

Transportr may update this Agreement from time to time and post it on the Platform. The contractual relationship between you and Transportr will continue to exist under updated terms and conditions of this Agreement, unless you raise an objection to the change within a week from receiving a notification.

1. INTERPRETATION

The following terms shall have the following meaning:

- 1.1 **Account** means the online account that the Shipper will create on the Platform to submit a request for Transportation Services to the respective Carrier.
- 1.2 **Carrier Offer** means the rates offered by the Carrier to the Shipper for Transportation Services via the Platform, in addition to the Carrier's Terms of Service (if any) which may govern the Transportation Services provided by the Carrier.
- 1.3 **Carrier's Fee** is the fee that the Shipper undertakes to pay Transportr against all Completed Services rendered by the Carrier, which will include service charges for the Transportation Services in addition to any other charges incurred by the Carrier or Transportr (whichever is applicable) during the provision of the Transportation Services, including but not limited to, custom duties, import vat, VAT, cancellation charges, taxes, border charges, waiting time and any other agreed charges with the Shipper.
- 1.4 **Carrier's Terms of Service** are the Carrier's terms and conditions (if any) which will govern all the Transportation Services provided by the Carrier, and which are incorporated in the Carrier's Offer or provided or notified by the Carrier to the Shipper. In the event of any contradiction between the Carrier's Terms of Service and User Agreement for the Shipper and the User Agreement for the Carrier, the latter two will prevail.
- 1.5 **Completed Services** are all concluded Transportation Services for which the Carrier has duly submitted the POD onto the Platform.
- 1.6 **Effective Date** means the date when the Shipper accepts this Agreement by registering on the Platform.
- 1.7 **Goods** are any legal specification of merchandise or material, that the Shipper desires to transport by using the Transportation Services.
- 1.8 **Invoices** shall mean all invoices issued from Transportr to Shipper for all Completed Services, which will include, but not limited to any charges incurred by the Carrier and/or Transportr (whichever applicable) during the provision of the Transportation Services, including but not limited to, custom duties and import vat, VAT, cancellation fees, taxes, border charges, waiting time and any other charges incurred on behalf of the Shipper or as further described under the Carrier's Terms of Service (if any).
- 1.9 **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 digital place for the Shipper and the Carrier to conduct business.
- 1.10 **Proof of Delivery** or **POD** is when the Carrier 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 and approval of the Shipper of such supporting documents

- 1.11 **Relevant Information** is all information required by Transportr for the implementation of this Agreement.
- 1.12 **Restricted Material** means all illegal and/or unauthorized material including but not limited to weapons, explosives, infectious substances etc.
- 1.13 **Services** are all the electronic services provided by Transportr by means of information and communication tools, to you, through the Platform.
- 1.14 **Shipper** means the duly licensed and operational company, and includes its employees, agents and/or subcontractors.
- 1.15 **Subcontractors** are all agents, subcontractors, or third party engaged or contracted with to perform or assist the Carrier in the performance of the Transportation Services.
- 1.16 **Territory** means the countries the shipment will travel from, through or to.
- 1.17 **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.
- 1.18 **Transportation Contract** means the separate contractual relationship containing the Carrier's Terms of Service which is formed when the Shipper accepts the Carrier's Offer through the Platform for the Transportation Services.
- 1.19 **Transportation Vehicles** means any vehicle, machinery or equipment for the transportation of freight and cargo by any mode, which includes but is not limited to air transport, ocean transport, rail transport, and road transport. Each vehicle, machinery or equipment is a separate transportation vehicle.
- 1.20 **Transportation Services** are the transportation services provided by the Carrier to the Shipper, through the Platform in accordance with the User Agreement for the Carrier and the Carrier's Term of Service (if any) which will include all operational aspects of the services performed by the Carrier.
- 1.21 **Transportr Ltd** is our duly registered limited liability company.
- 1.22 **Transportr's Service Fee** is the amount, that Transportr is entitled to receive from the Carrier against the services rendered through the Platform. This fee is set at 3% unless otherwise mutually agreed between the Parties. The method of calculation is as detailed in clause 6 below.

Transportr and Carrier may individually be referred to as a "Party" and collectively as the "Parties".

2. PLATFORM SERVICES

- 2.1 The Carrier shall offer Transportation Services to Shippers via the Platform in accordance with and subject to the terms of this Agreement and the Carrier's Terms of Service and any Shipper's terms.

Access to Platform

- 2.2 Carrier will have access to the Platform by registering and maintaining an online Account by inserting its correct and accurate details required on the Platform. Carrier 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.
- 2.3 The Carrier undertakes to use the Platform and Account within the field of use as provided under this Agreement. The Carrier 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.

- 2.4 The Platform, including this Agreement, 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.

Registration on the Platform

- 2.5 The proper registration by the Carrier of an activated Account on the Platform shall be a mandatory requirement and condition for the use of the Platform.
- 2.6 To register, the Carrier must create an online account and fill in and sign the registration form and provide the required documents. The Carrier shall specify the complete data truthfully on the registration form and always keep the information up to date. The Carrier must notify Transportr of any changes.
- 2.7 Transportr will confirm receipt of the Carrier's form by sending a registration confirmation via email. The registration confirmation shall solely constitute confirmation to the Carrier on receipt of the registration form. Should Transportr accept the Carrier's registration, Transportr will send an activation confirmation to the Carrier.
- 2.8 The Carrier shall choose a secure password for its Account. The Carrier 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.
- 2.9 The Account may not be transferred to a third party without the explicit consent of Transportr.

Use of The Platform Functionalities

- 2.10 Transportr shall provide the Carrier with functions and tools on the Platform to permit it to place Carrier Offers, to conclude Transportation Contracts and for all communication regarding the Transportation Services (e.g. communication of arrival times).
- 2.11 The Carrier 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.

License

- 2.12 Transportr grants the Carrier 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 any API interface (including all updates, upgrades, new versions and replacement software) in accordance with the relevant applicable license documentation. Upon request, Transportr provides the Carrier with the license documentation. The Carrier shall not lease, confer or provide in any other way the above rights of use to a third party.
- 2.13 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 this Agreement.
- 2.14 The Carrier shall not be entitled without explicit prior written consent to use, exploit or modify the "Transportr" trademark (i.e., any word, name, logo, symbol, design or any combination thereof).
- 2.15 The Carrier itself shall be responsible for archiving on its own storage medium the information which can be viewed on the Platform that the Carrier requires for the purposes of performing the Contract, securing evidence, accounting, etc. The Carrier agrees that Transportr may save any information shown on the Platform but is not obliged to do so.



System Integrity

- 2.16 The Carrier 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.
- 2.17 The Carrier 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.
- 2.18 The Carrier 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.
- 2.19 Except as permitted under this Agreement, 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.

3. OFFERS AND TRANSPORTATION CONTRACT

- 3.1 The Parties agree and acknowledge that a separate Transportation Contract containing the Carrier's Terms of Service (if any) shall be formed between the Carrier and the Shipper when the Shipper accepts the Carrier's Offer through the Platform for each accepted transaction. The Carrier's Offer, in addition to the Carrier's Terms of Service and this Agreement, which will govern the Transportation Services provided by the Carrier through the Platform. In the event of any contradiction between this Agreement and the Carrier's Terms of Service, the former will prevail.
- 3.2 The Carrier shall place its offer on the Platform for the Transportation Services in response to a request and its terms set by a Shipper, and the Shipper will have the right to select the offer to retain the Transportation Services of the respective Carrier.
- 3.3 The Carrier is under no obligation to place an offer, or a Carrier's Offer for any transaction or service or terms requested by Shipper or by Transportr on the Platform. The Carrier may place an offer on the Platform at its entire discretion.
- 3.4 The Shipper is under no obligation to accept a Carrier's Offer or Carrier's Terms of Service. The Shipper is free to accept any Carrier Offer, at its entire discretion.
- 3.5 The Carrier's Terms of Service (if any), strictly as provided by the Carrier, will be uploaded or included by the Carrier along with the Carriers Offer and will be presented to the Shippers for each transaction they accept via the Platform.
- 3.6 Transportr may but is not obliged to advise the Shipper which Carrier it should choose, based on any factors Transportr considers to be relevant.
- 3.7 **Carrier should provide Transportr complete list of tariff rates and charges which are other than ocean freight and its related charges.**
- 3.8 Carrier should always provide complete quotes and spot rates mentioning all relevant charges and rate validity along with other information requested by the Shipper such as (transit time, vessel schedule, free time at origin and destination port).
- 3.9 If Shipper accepts a certain offer, it will be Carrier's responsibility to honor and accept the shipment on the same rates.
- 3.10 Carrier will be allowed to change or alter already provided quotes or spot rate for a certain validity before rates are accepted by Shipper.



- 3.11 In case of additional charges such as line Demurrage and Detention (D&D), port storage, container inspection or any other related charges should be billed by Carrier to Transportr as per actuals with supporting documentations.
- 3.12 Carriers cannot change or alter any rates once Shipper accepts the rates and places the booking.
- 3.13 Transportr has mandated its customer that Shipping Instruction (SI) must be submitted 24 hours prior vessel sailing. It will be Carrier's responsibility to send at least one reminder to Transportr to arrange the Shipping Instruction (SI) from the Shipper before shutting out any containers or imposing any kind to penalty or fee.
- 3.14 Carrier will be allowed to bill booking cancellation charges in case Container Release Order (CRO) was issued and Shipper decided to cancel the booking, however Carrier should mention this charge at the time of submitting the quote or spot rates.
- 3.15 Carrier will be allowed to bill late Bill of Lading (BL) collection fee in case Shipper fails to collect the Bill of Lading (BL) within 10 days after vessel sailing, however Carrier should mention this charge at the time of submitting the quote or spot rates.
- 3.16 If consignee or notify party fails to clear the goods at destination during the stipulated time, Carrier should notify Transportr immediately. Role of Transportr will only be to coordinate between the Shipper and Carrier. In case of cargo abonnement Shipper, booking party and freight forwarder will be solely responsible. Transportr by any means will not be held responsible.
- 3.17 Carrier should notify Transportr immediately if they find any document missing or incorrect, Transportr will coordinate with its Shipper to ensure correct details and documents are provided to the Carrier.
- 3.18 Carrier should clearly mention at the time of submit the quote or spot rates any additional charges related to Bill of Lading (BL) such as (seaway bill, telex release, any amendments to the original documents or declaration and release of Bill of Lading (BL) in a different location) which Shipper may request at a later stage.
- 3.19 Quotes and spot rates provided by the Carriers on the Platform, will be applicable and valid for general cargo (no dangerous goods, no high-value cargo, no temperature controlled, no perishable, no special handling requirements) and for seaworthy cargo only.
- 3.20 Rate offered by the Carriers on the Platform will be subject to clauses stipulated on Bill of Lading (BL).
- 3.21 Carrier will be responsible to provide accurate transit time and vessel schedules, Carriers will be allowed to make changes both in transit time and vessel schedules based on a valid reason.
- 3.22 If the shipment is accepted and later it was revealed to the Carrier that vessel will not be calling or able to accommodate the cargo due to space, all related expenses will be on Carriers account, along with any charges or claim billed by consignee to the Shipper because of the delay.
- 3.23 In case of above scenario, it will be Carrier's responsibility to rebook the cargo on the earliest sailing to ensure the delay is minimized and as mentioned above all charges to be borne by Carrier.

4. CARRIER OBLIGATIONS

- 4.1 Throughout the validity of the Agreement, the Carrier warrants that it shall comply with all obligations set out herein, including, without limitation, the following obligations of the Carrier:



Expenses and Fees

- (a) The Carrier shall be solely responsible for all payment, expenses wages, salaries, remuneration, expenditures related to the Transportation Vehicles, its personnel, employees, subcontractors or third parties engaged by the Carrier for the purpose of providing the Transportation Services. Carrier shall be solely responsible for any costs of transportation such as toll taxes, toll fees, turnpikes, traffic tickets, violations, or any foreseen or unforeseen fees or maintenance or repair expenses for the Transportation Vehicles.
- (b) The Carrier 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. Carrier further agrees that it will not engage in the use of Restricted Materials.

Carrier's Offer

- (a) The Carrier shall:
 - i. Provide a Carrier Offer to the Shipper upon receiving a request for Transportation Services via the Platform. The Carrier shall endeavor to respond to a Shipper's request and communicate regarding any operational issues via the Platform, as soon as reasonably practicable.
 - ii. Comply with all provisions of clause 2 of this Agreement regarding use of the Platform.
 - iii. Provide the Transportation Services to the Shipper in accordance with this Agreement and the Transportation Contract. In the absence of a Transportation Contract, only the terms of this Agreement will apply.
 - iv. Carrier 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 by Transportr and the Shipper shall be deemed completed. If the Carrier fails, without a valid reason to present the original PODs, then Transportr may, at its sole discretion, hold all of the Carrier's due payments until the Carrier provides all pending original PODs.
 - v. All concluded Transportation Services for which the Carrier has duly submitted the POD onto the Platform and provided the original POD and such POD is accepted by Shipper are considered Completed Services.
 - vi. Pay in full the Transportr's Service Fee in accordance with this Agreement; and
 - vii. Ensure it utilizes Transportation Vehicles which are in a good operating condition, capable of performing the functions for which they are designed) that comply with all applicable laws, regulations, codes and standards in the countries the Transportation Vehicles will operate in and travel from, through or to.
 - viii. It will be Carrier's responsibility to inform Transportr if there is a compliance issue, restriction, or any other requirements in terms of exporting cargo to a certain destination.
 - ix. In case of any issues related to mis declaration of cargo or lack of proper documentation which may result in fines or penalties, Carrier will only be allowed to bill those charges to Transportr with valid justifications showing that it was due to Shipper's negligence, if unable to give any proper justification it will be Carrier's responsibility to absorb the charges and fix the issue. If Shipper requires any insurance or has any requirements related to



insurance, it will be provided by the Shipper at the time of requesting a quote or spot rates. Carrier as per their policy will be required to accept, comment, or decline the request based on their company or insurance policy.

5. TRANSPORTR'S OBLIGATIONS

5.1 Throughout the Term of the Agreement, Transportr states and undertakes to:

- (a) provide access details to the Carrier in order to use the Platform in accordance with Clause 2 of this Agreement;
- (b) ensure the Carrier's Terms of Service are visible on the Platform for Shippers to accept once they have been correctly uploaded or included onto the Platform by the Carrier, along with the Carrier's Offer, and that no terms of the Carrier's Terms of Service are amended without the Carrier's prior written consent. In the event that the Carrier fails to upload or include the Carrier's Terms of Service along with its Offer, then this Agreement will apply;
- (c) upon acceptance of the Transportation Contract, provide a confirmation to the Carrier of the Shipper's acceptance of the Carrier's Offer and Carrier's Terms of Service (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 this Agreement;
- (e) continues to possess all requisite certificates, licenses, authorizations and permits to enable it to provide the Platform and grant the license to the Carrier 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 Carrier;
- (h) ensure the payment of the Carrier's Fee in accordance with this Agreement;
- (i) If shipment is stuck or not getting loaded at transshipment port, Transportr will notify the Carrier and it will be Carrier's responsibility to ensure that shipment is loaded on the next available sailing from the transshipment port; and
- (j) In case of cargo damage, from claim filing, arranging surveyor and settlement the claim all will be done between Shipper and Carrier, Transportr's role will be only to coordinate between Carrier and Shipper.

6. FEES

Carrier's Fee

- 6.1 Carrier is entitled to full payment of the Carrier's Fee for all Completed Services at the rates quoted in the Carrier's Offer and accepted by the Shipper through the Platform according to the invoicing and payment terms. The Carrier's Fee will be paid by Transportr in the local currency to the Carrier's valid and updated payment details and in accordance with the invoicing and payment terms as specified hereunder. Transportr will only make payments for all undisputed invoices which have been explicitly agreed between the Carrier and Shipper through the Platform.
- 6.2 Carrier shall issue tax invoices to Transportr on a weekly basis (where applicable) through the Platform, for all completed services along with the applicable credit note for Transportr's service fee. All invoices must be properly supported by copies of confirmed delivery reports and any receipts related to the completed services. Invoices should be sent to Transportr as soon as the vessel sails, invoices can be sent on the next day if sailing date falls on weekend or on a holiday. Credit period will start from the day of approving the invoice by Transportr.



- 6.3 Subject to the Carrier's eligibility as per the applicable terms and conditions, the Carrier will choose and confirm in writing to Transportr of their payment option. The payment options are (i) payment will be made within ninety (90) days from the date of approving the undisputed invoices under open account or (ii) within sixty (60) days from the date of approving the undisputed invoices through supply chain financing. The Carrier will provide the needed documents to register with Transportr's bank for the supply chain financing. Or (iii) in case of the Carrier wishes to process payment under supply chain financing and subject to the terms and conditions thereof, the Carrier shall have access to an invoice discounting facility offered by Transportr's bank which allows for payment to be made within thirty (30) days from the date of approving the undisputed invoices by Transportr and the discounting cost will be on account of the Carrier. Transportr will notify the Carrier of any changes on these payment days and also in case other freight transportation types are added to the Platform along with their respective payment terms.
- 6.4 In the event Transportr disputes an invoice received from the Carrier, Transportr shall notify the Carrier within seven (7) business days from the date the invoice was uploaded onto the Platform and request the Carrier to amend the disputed invoice and the payment obligation will only commence upon the date the corrected invoice is uploaded onto the Platform.
- 6.5 Carrier to monitor the credit limit of Transportr and notify in case Transport is exceeding.
- 6.6 On weekly basis, Carriers should send a fresh statement of account (SOA) to Transportr highlighting the overdue invoices.
- 6.7 For reasons attributable to the Carrier, in the event the Carrier fails to fulfil its obligations for the Transportation Services, or delays delivery or is proven to be responsible for causing damage to the Goods, then Transportr, in coordination with the Shipper will apply a deduction to the Carrier's Fee depending on the delay and/or damage caused.

7. Transportr's Service Fee

- 7.1 Carrier 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.
- 7.2 Carrier irrevocably acknowledges that Transportr shall be entitled to receive the Transportr's Service Fee, which will be calculated and deducted by the Carrier from the Carrier's Fee via credit note. Transportr will be receiving a credit note for the Transportr's Service Fee along with each invoice the Carrier issues for the Completed Services. The credit note will be applicable only on the transportation rates (service charges), excluding any other charges, custom duties and taxes. In case Transportr has any objections to the value of the credit note, it shall inform the Carrier of the same within seven (7) business days from the date of receipt and both Parties shall mutually agree on the final value of the credit note.
- 7.3 Any payments related to Transportr's Service Fee shall be governed by this clause, irrespective of anything to the contrary in this or any other agreement between the Carrier and the Shipper.

8. BANK GUARANTEE

- 8.1 Carrier shall submit a performance bank guarantee, to guarantee the performance of the Transportation Services provided to all the Shippers on the Platform, in the amount of the local currency equivalent of thirty thousand dollars within seven (7) days from the Effective Date and which shall remain valid throughout the Term of this Agreement, unless otherwise mutually agreed between the Parties. Transportr shall issue an official notice to the Carrier which advises the Carrier of any claim or demand by the Shipper, and accepted by Carrier, in relation to the Transportation Services and Carrier shall have fourteen (14) days to rectify such default. In the event of Carrier's failure to compensate the Shipper as a result of the limitations of liability under the Carrier's Terms of Service (if any), Transportr shall have the right to liquidate the bank guarantee in the amount equal to the compensation amount.



Carrier undertakes to replenish the value of the bank guarantee upon the payment of any demand as per this Agreement.

9 CARRIERS REPRESENTATIONS AND WARRANTIES

9.1 Carrier hereby warrants, represents, and undertakes that it shall fully perform and observe its obligations in this Agreement as follows:

- (a) **Authority.** The Carrier has the power and authority to accept the conditions of this Agreement and to exercise its rights and perform its obligations under this Agreement. It has taken all necessary actions to authorize the execution, implementation, and performance of this User Agreement.
- (b) **Licenses and Insurance.** The Carrier is lawfully authorized to conduct business in the Territory and that the Transportation Services and Transportation Vehicles provided by the Carrier on the Platform, conforms to the best applicable industry standards. Carrier 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 Carrier agrees to provide a copy of any insurance and any documents related thereto, through the Term of this Agreement. The Carrier shall notify Transportr immediately of any material change to or cancellation of any of the insurance policies.
- (c) **Illegal Activity.** The Carrier 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 this Agreement. Carrier 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.
- (d) **Condition of Transportation Vehicles.** The Carrier warrants that all Transportation Vehicles used are in a good operating, technically and structurally sound, clean, transportation worthy condition and capable of performing the functions for which they are designed. The Carrier guarantees that the Transportation Vehicles will undergo repair and maintenance at the required intervals so that the operating efficiency of the Transportation Vehicles are always preserved. Reasonable wear and tear are expected. In addition, the Transportation Vehicles will comply with the usual local and international standards and requirements for Transportation Services and Transportation Vehicles.
- (e) **Carriers Personnel.** The Carrier 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. Carrier's employees and personnel shall conduct all activities in a professional and co-operative manner and shall at all times comply with all laws, regulations and ethical standards in all aspects of their duty under the Agreement.
- (f) **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 Carrier shall designate a contact person, via the Platform, with whom representatives of Transportr and or Shippers may communicate regarding any queries or problems or other matters that they may have with respect to the above.

10. TERM AND TERMINATION

10.1 The contractual relationship between the Carrier and Transportr formed by this Agreement shall be effective from the time of the Carrier's acceptance thereof by registering an Account on the Platform 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 Carrier.
- (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 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.

10.2 Notwithstanding the above, Transportr reserves the right in its sole discretion to cease or suspend providing all or any part of the Services immediately without any notice to the Carrier if:

- (a) The Carrier breaches or threatens to breach, the terms of this Agreement.
- (b) Transportr is required to do so under any applicable law, rule or regulations.
- (c) If one or more of the Shippers terminate their business relationship with Transportr which results in Transportr not being able to fulfil 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.

10.3 Transportr reserves the right to terminate the Carrier's Account at any time.

10.4 Carrier may stop using the Platform at any time by deactivating its Account, without prejudice to its obligations to fulfil all on-going Transportation Services it had agreed to perform on the Platform. Such de-activation shall be deemed as termination by the Carrier and shall be governed by the terms of this clause 10.

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

11. LIMITATION OF LIABILITY AND INDEMNITY

11.1 The Carrier acknowledges and agrees that Transportr is a technology service provider who facilitates the individual commercial relationship between the Carrier and the Shipper through a digital Platform. Transportr hereby expressly gives notice that it does not provide any Transportation Services itself. It is the Carrier who will perform such Transportation Services to the Shipper based on the Carrier's Terms of Service and this Agreement. Transportr will have no liability whatsoever in relation to the Transportation Services provided by the Carrier to the Shipper and/or the Transportation Contract, except as expressly provided otherwise in this Agreement.

11.2 Carrier shall indemnify Transportr against all liabilities, costs, claims, fines, expenses, damages and losses incurred by Transportr as a result of any third party, including Shippers, making a claim against Transportr for the Carrier or its subcontractors failure to comply with the Transportation Services and or the Transportation Contract.

11.3 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 Carrier 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 fulfil 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.



11.4 Carrier will be solely responsible for the Goods under its custody and control until the delivery of such Goods to the Shipper or the consignee, the Carrier's liability for the Transportation Services, or for any loss or damage to the Goods shall be determined in accordance with the Carrier's Terms of Service.

11.5 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.

12. DATA PRIVACY CONSENT

12.1 In order to administer the Platform and implement the Agreement, Transportr may electronically or otherwise, document and process any and all professional data, including but not limited to the Carrier's details, company trade license, the registration of all Transportation Vehicles listed by the Carrier, the identification number, names, telephone numbers of the Carrier's personnel handling the Transportation Vehicles, insurance, licenses and related documents etc. ("Relevant Information").

12.2 By accepting or by entering into the Agreement, the Carrier authorizes Transportr to collect, store, process, register and transfer the Relevant Information in electronic or other form to the Shipper or any third party;

12.3 Transportr shall process personal data in accordance with its Privacy Policy available on the internet URL www.transportr.com and only if and to the extent necessary to fulfil the purpose of the Agreement. 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.

12.4 The Carrier 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 this Agreement and the applicable laws.

13. GENERAL PROVISIONS

13.1 **No-Circumvention and No Solicitation.** The Carrier acknowledges that Transportr has invested significant time and money to recruit and retain its employees and develop valuable business connections and continuing relationships with existing and prospective partners, Shippers and Carriers. Accordingly, the Carrier hereby irrevocably agrees not to directly or indirectly circumvent, avoid, bypass solicit, hire or attempt to hire or induce any employee of Transportr. The Carrier 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 Shippers, partners in business and/or affiliates in its projects, until twelve (12) months after termination of this Agreement.

13.2 **Confidentiality.** Transportr and Carrier, 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.

13.3 **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.

13.4 **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.



- 13.5 **Assignment.** The Carrier 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.
- 13.6 **Subcontracting.** The Carrier may sub-contract all or part of the Transportation Services without Transportr or the Shipper's prior consent. In the event that the Carrier wishes to subcontract all or part of the Transportation Services, then Carrier 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 Carrier is responsible for its own acts and omissions. Carrier shall ensure that the Subcontractors fully comply with the obligations and specifications of this Agreement. No contractual relationship shall exist between Transportr and any of the Carrier's Subcontractors, Carrier shall be solely responsible for their management and performance of the Transportation Services. For the purpose of this Agreement, all works performed by the Subcontractors, shall be deemed work performed by the Carrier.
- 13.7 **Exclusivity.** Nothing in this Agreement shall confer any exclusivity upon the Carrier in respect of the provision of the Transportation Services.
- 13.8 **Electronic Signatures.** The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement, 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.
- 13.9 **Entire Agreement.** This Agreement constitutes 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.
- 13.10 **Severability.** Any provision or part of this 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.

14. GOVERNING LAW AND JURISDICTION

- 14.1 This Agreement shall be interpreted, governed and construed by and in accordance with the laws of the country.
- 14.2 Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of this Agreement shall be settled exclusively through the Abu Dhabi Courts.