

## Special Terms and Conditions of Transwide Spotbidding

Please read these terms and conditions relating to Transwide Spotbidding. The use of Transwide Spotbidding is subject to these Special Terms and Conditions and the terms of the agreement concluded by Customer with Alpega relating to the use of Alpega's products and services (including, without limitation, the General Terms and Conditions).

By using any portion of Transwide Spotbidding, Customer agrees to and accepts all of the terms and conditions set herein, to the exclusion of any general or specific conditions communicated by Customer. Furthermore, the obligations incumbent on Customer under the terms and conditions set herein apply to the Users for which the Customer requests the Use of Transwide Spotbidding. Customer represents and warrants that its Users agree to the terms and conditions set herein and the Customer accepts full liability in case of non-compliance with these terms and conditions by such Users. If you are accepting these terms and conditions on behalf of a company or any other (legal or natural) person, you represent and warrant that you have full authority to bind that company or person to these terms and conditions.

The General Terms and Conditions apply to, and form an integral part of, these Special Terms and Conditions. In the event of any conflict or inconsistency between these Special Terms and Conditions and the General Terms and Conditions, these Special Terms and Conditions shall prevail.

### 1. Definitions

• The following terms shall have the following meanings unless the context requires otherwise, and where the context so requires or admits, the singular shall include the plural and vice versa.

**"Awarded Respondent"** means the Bid Respondent whose Bid Offer has been accepted by the Bid Requester.

**"Bid Offer"** means the quotation submitted by a Bid Respondent through Transwide Spotbidding in response to a particular Request for Quotation from a Bid Requester.

**"Bid Requester"** means the Customer submitting Requests for Quotation to other Customers through Transwide Spotbidding.

**"Bid Respondent"** means the Customer submitting Bid Offers in response to Requests for Quotation from Bid Requesters through Transwide Spotbidding.

**"Content"** means all postings (including, but not necessarily limited to, freight information and/or information in the form of quotations or otherwise), messages, text, files, or other materials posted on, transmitted through, or linked to Transwide Spotbidding.

**"Request for Quotation"** means the invitation issued by a Bid Requester through Transwide Spotbidding to other Customers to submit Quotations with respect to a defined transport operation.

**"Transwide Spotbidding"** refers to the services made available by Alpega to Customer, through its software applications, which enable the exchange of quotation information with other customers of Alpega in relation to specific transport operations (as further defined in section 2.1 below); it includes the systems, network and online service platforms which are made available by ALPEGA to the Users to have access to and use Transwide Spotbidding.

• Any terms and expressions defined in the General Terms and Conditions shall have the same meaning whenever used in these Special Terms and Conditions.

### 2. Purpose

These Special Terms and Conditions regulate the provision and use of Transwide Spotbidding, which is a service through which Customers (Bid Requesters) can issue invitations (Requests for Quotation) to other Customers (Bid Respondents) to submit quotations (Bid Offers) in the field of transport of freight, allowing such Bid Requester to select the Bid Respondent which it intends to contract with for a transport of freight, either through an automated process based on specific predefined criteria or manually. In short, Transwide Spotbidding enables Customers to issue requests for quotation, collect, process and transmit offers in preparation of the conclusion of a transport agreement.

### 3. Process of Transwide Spotbidding

#### • Subscription

Subscription to Transwide Spotbidding is subject to a prior Purchase Order, unless otherwise agreed between Alpega and Customer. The Customers using Transwide Spotbidding to transport freight must comply with all regulatory and license requirements as applicable in the field of the transport of freight. Customer agrees to use Transwide Spotbidding only for the purposes it was designed for and not as a mean to offer any other services or goods or to perform any other activity.

#### • Access to Transwide Spotbidding

Once the Customer's subscription to Transwide Spotbidding is accepted, Customer is granted a limited, revocable and non-exclusive right to access Transwide Spotbidding for its personal use. Customer will be liable for any and all Requests for Quotation and/or Bid Offers made via its account.

#### • Request for Quotation

When making a Request for Quotation, the Bid Requester must describe the terms of the requested transportation service. The Bid Requester agrees (i) to comply with the Agreement, these Terms and Conditions and with applicable legislations, (ii) that it is solely responsible for the accuracy, content and legality of the information provided in the Request for Quotation, (iii) that the information contained in the Request for Quotation must be as precise and complete as possible and (iv) that content which violates any of the Agreement, these Terms and Conditions or applicable legislation may be modified, obfuscated or deleted at Alpega's sole discretion. Alpega reserves the right to examine Requests for Quotation for the legal validity, completeness and conclusiveness. If Alpega determines, retrospectively or otherwise, that the Request for Quotation is not compliant, it is entitled to delete, stop or not even publish Request for Quotation on Transwide Spotbidding. Customer acknowledges that a Request for Quotation is not a binding offer, but a request/invitation to submit Bid Offers and it does not create an obligation to conclude a contract.

#### • Bid Offer

The Bid Respondent can respond to a particular Request for Quotation by making a Bid Offer via Transwide Spotbidding. During the remaining duration of the Request for Quotation, as specified in such Request for Quotation, the Bid Respondent has the right to amend or withdraw its Bid Offer. However, upon acceptance or upon the decision of the Bid Requester to reduce the remaining duration of the Request for Quotation, the Bid Offer becomes final and binding.

The Bid Requester acknowledges that a Bid Offer refers exclusively to the service as described in the Request for Quotation. When making a Bid Offer, the Bid Respondent agrees (i) that it must legally be able to provide the service as referred to in the Request for Quotation, (ii) that it is responsible for carefully reading the Request for Quotation before making such Bid Offer and (iii) to

enter into a legally binding contract if the Bid Offer is accepted by the Bid Requester.

In its Bid Offer, the Bid Respondent clearly specifies the full amount of fees that it will charge for the service as referred to in the Request for Quotation, including, but not limited to, taxes and/or other service charges. In the event that the Bid Respondent charges extra or hidden fees, Alpega reserves the right to suspend or cancel the Bid Respondent's account at its sole discretion.

The Bid Respondent acknowledges that it is bidding on a Request for Quotation and agrees that it may not be possible to amend or correct the Bid Offer submitted as provided in these Terms and Conditions, even if submitted in error. The Bid Respondent accepts full liability for all Bid Offers submitted. The Bid Respondent is bound to its submitted Bid Offer for the remaining duration of the Request for Quotation. Alpega reserves the right to examine Bid Offers for the legal validity, completeness and conclusiveness. If Alpega determines, retrospectively or otherwise, that the Bid Offer is not compliant, it is entitled to delete, stop or not even publish the Bid Offer via Transwide Spotbidding.

#### • Acceptance

Unless if the Bid Requester opted for the automated process based on specific predefined criteria, it is at the Bid Requester's full discretion if and as to which Bid Offer is accepted, which is not necessarily the Bid Offer with the lowest quotation. By accepting a Bid Offer, the Bid Requester agrees to be bound by the conditions of the Request for Quotation and the Bid Offer. If the Bid Offer is accepted by the Bid Requester, the Bid Respondent is obligated to perform the service as described in the Request for Quotation at the quotation mentioned in the Bid Offer. The terms of the agreement relating to said transport operation (regulating the elements of this transport agreement other than the price) will be negotiated and agreed upon between the Bid Requester and the Awarded Respondent outside of Transwide Spotbidding (as well as the payment of the price agreed between them in relation thereto).

### 4. Fees

#### • General

Maintenance fees will be charged to Bid Requesters. Transaction fees will be charged to Transwide Spotbidding Customers (Bid Requesters or Awarded Respondents) depending on whether a *Shipper Pay Model* or *Carrier Pay Model* applies for a specific Request for Quotation. The amount of the transaction fee due as calculated based on the agreed rate (*percentage of the Bid Offer with a minimum and maximum amount*) shall prevail over any service fee as mentioned through Transwide Spotbidding, in case of discrepancy between this fee and the amount calculated as per the agreed rate.

Regardless of whether the "Shipper Pay Model" or the "Carrier Pay Model" applies, a Bid Requester shall be liable to pay the transaction fee with respect to a Request for Quotation for which no Bid Offer has been submitted or accepted by the Bid Requester.

#### • Shipper Pay Model

The Bid Requester shall be charged with the transaction fees due for Bid Offers accepted by the Bid Requester and for Request for Quotations for which no Bid Offer has been submitted or accepted by the Bid Requester (even if the terms of the agreement between the Bid Requester and the Awarded Respondent are discussed, negotiated, finalized and/or payment is made outside of Transwide Spotbidding).

#### • Carrier Pay Model

The Awarded Respondent shall be charged with

the transaction fee in case its Bid Offer is accepted by the Bid Requester (even if the terms of the agreement between the Bid Requester and the Bid Respondent are discussed, negotiated, finalized and/or payment is made outside of Transwide Spotbidding).

#### 5. Suspension and termination of services

Customer agrees that Alpega, in its sole discretion, has the right (but not the obligation) to delete or deactivate any User's account, block any User's email or IP address, or otherwise terminate any User's access to or use of Transwide Spotbidding (or any part thereof), immediately and without notice, and remove and discard any content within Transwide Spotbidding, for any reason, including, without limitation, if Alpega believes that a User has acted inconsistently with these Terms and Conditions. Alpega shall not be liable to Customer or any Third Party for any such termination of Customer's access to Transwide Spotbidding. Customer agrees not to attempt to use Transwide Spotbidding after said termination.

#### 6. Content

Customer understands that the Content is the sole responsibility of Customer from whom such Content originated. More specifically, Customer is entirely responsible for each individual item of Content that its Users post, email or otherwise make available via Transwide Spotbidding. Customer understands that Transwide Spotbidding does not control, and is not responsible for Content made available through Transwide Spotbidding, and that by using Transwide Spotbidding, Customer may be exposed to Content that is inaccurate, misleading, or otherwise objectionable. The Content displayed via Transwide Spotbidding may contain inaccuracies and typographical errors and Alpega does not warrant the accuracy or completeness of the Content or that any defects will be corrected. Any reliance on any such Content shall be at Customer's sole risk. Furthermore, the website, software and/or application and Content available through or in the context of the access to Transwide Spotbidding may contain links to other websites, which are completely independent of Alpega. Alpega makes no representation or warranty as to the accuracy, completeness or authenticity of the information contained in any such site. Customer itself must evaluate, and bear all risks associated with the use of any Content and may not rely on Alpega in respect of said Content. Under no circumstances will Alpega be liable in any way for any Content or for any loss or damage of any kind incurred as a result of the use of any Content posted, emailed or otherwise made available via Transwide Spotbidding. Customer acknowledges that Alpega does not pre-screen or approve Content or monitor the same, but that Alpega shall have the right (but not the obligation) in its sole discretion to refuse, delete or move any Content that is available via Transwide Spotbidding, for violating these Terms and Conditions or for any other reason.

#### 7. Compliance with applicable law

- Customer represents and warrants that it is duly and legally qualified to offer the freight transport (in case of a Bid Requester) or provide the transportation services (in case of a Bid Respondent) contemplated in a Request for Quotation. Customer further agrees to comply with any and all applicable laws and regulations, in particular as to the provision of the transportation services by the Bid Respondent.

#### 8. Liabilities, disclaimer of warranties and release

The website, software and/or application allowing access to and use of Transwide Spotbidding act as

a neutral venue where Customers can meet, agree on a quotation for a particular type of service and facilitate the entering into agreements. Alpega is not involved in the actual transaction between Customers. As a result, Alpega has no control over the quality, safety, or legal aspects of the transactions that take place through use of Transwide Spotbidding. Alpega does not provide any endorsement for services of its customers and Customer acknowledges and agrees that Alpega does not provide transportation services and is not in any way responsible for assisting Customers in any manner with the provision of their services. Alpega cannot and will not guarantee the ability of its customers to complete payment for any of the provided services.

If any commitments are agreed by and between Customers, the resulting legal contract is concluded between these Customers, and is subject to the terms and conditions of the Bid Requester (unless agreed otherwise by the respective Bid Requester and Bid Respondent), which the Bid Requester will advise the Bid Respondent of itself. The Bid Respondent should carefully review such terms and conditions and Alpega strongly recommends that the Bid Respondent verifies that such terms and conditions are to its satisfaction before it submits a Bid Offer.

The use of Transwide Spotbidding is at Customer's own risk. While Alpega makes reasonable efforts to provide a safe venue for the facilitation of entering into agreements, Alpega makes no representations or warranties of the accuracy of the Content and assumes no liability or responsibility for inaccuracies, errors, or omissions in such Content (unless otherwise provided in the agreement between Alpega and Customer). While Alpega does take certain measures with the aim of assisting its Customers to avoid potentially fraudulent or other illegal activity of which Alpega becomes aware, Alpega assumes no liability or obligation to take any such measures or actions. Should Customer have a dispute with one or more other Customers, Customer releases, indemnifies and holds harmless, Alpega, its officers, directors, agents, subsidiaries, joint ventures, employees and successors or assigns from causes of action, suits, claims, demands, judgments, and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of, or in any way connected with, such disputes.

#### 9. Communications

Alpega does not send any unsolicited emails. When Customer makes a Request for Quotation or a Bid Offer through Transwide Spotbidding, any such Request for Quotations or Bid Offer and the reactions thereto may be sent to Customer and its Users in the form of emails. Customer may also contact other Customers and their respective Users through Transwide Spotbidding in the form of email. Alpega is not responsible for the content of messages from other Customers and it is not liable for losses resulting from the content of any such messages. Alpega may also send emails to Users to update the Users on the status of any of Requests for Quotation or Bid Offers.

#### 10. No Agency

Customer hereby agrees and acknowledges that the acceptance of the Agreement and/or these Terms and Conditions, the use of Transwide Spotbidding and/or the provision of services resulting from the use of Transwide Spotbidding, does not confer or imply any contractor (independent or otherwise), agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship with Alpega and furthermore that no affiliation, association or connection exists between Customer and Alpega.