Please read these special terms and conditions relating to TelerouteRecommends. The use of TelerouteRecommends is subject to these Special Terms and Conditions (STC) and the terms of the agreement concluded by Customer with Alpega relating to the use of Alpega's products and services (including the General Terms and Conditions <u>https://www.alpegagroup.com/en/tc-carriers/</u>).

By using any portion of TelerouteRecommends, Customer agrees to and accepts all of the terms and conditions set herein, to the exclusion of any general or specific conditions communicated by Furthermore, the obligations Customer. incumbent on Customer under the terms and conditions set herein apply to the Users for which Customer requests the Use of TelerouteRecommends. Customer represents and warrants that its Users agree to the terms and conditions set herein and 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. These Special Terms and Conditions will furthermore prevail over any conflicting or inconsistent term as mentioned in Teleroute.

#### 1. <u>Definitions</u>

• 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.

"Alpega" means Alpega S.A./N.V., a Belgian company headquartered at De Kleetlaan 3, 1831 Diegem(Belgium), registered under number 0872.586.165 in the Belgian Registry of Companies, VAT BE 872.586.165, and its Affiliates.

"Customer" means the person subscribing to TelerouteRecommends. Customer must be validly registered with Alpega for the use of Teleroute.

"Teleroute" means any online freight exchange platform and related services as commercialized by Alpega and its Affiliates under the brand Teleroute or any other brand (including Bursa, 123Cargo and Wtransnet), to which Customer has subscribed under the Agreement.

"TelerouteRecommends" means the service provided by Alpega via Teleroute, as defined below.

• Any terms and expressions as defined in the General Terms and Conditions shall have the same meaning whenever used in these Special Terms and Conditions. The term "include(s)" and "including" shall be deemed to be followed by "without limitation".

### 2. <u>Purpose - subscription</u>

Service

TelerouteRecommends consists of providing recommendations to the Users in relation to their daily needs, through the use of specific algorithm analyzes and data.

Recommended freight offers are grouped into several categories.

Further details on this Service are available at <u>https://en.teleroute.com/teleroute-recommends</u>. Customer acknowledges having verified these.

Subscription

Customer may subscribe to TelerouteRecommends via an online process as made available on Teleroute. Customer shall provide all requested information and documents that may be requested in the context of this online process.

# 3. <u>Price</u>

The Price relating to TelerouteRecommends will consist of a monthly fee that shall be confirmed at the time of subscription to the service.

The Price is due upon subscription to TelerouteRecommends.

Prices will be in EURO and tax excluded.

In the context of an online subscription process, if the service is subscribed by a Customer based in a country outside the EURO zone, the Price at subscription will be assessed in EURO, with an indication of the price in the local currency (calculated based on the exchange rate of the time of subscription) for the information of Customer. However, the final Price actually invoiced shall be calculated in the currency defined in the contract (as per the exchange rate applicable at the time of invoicing, where relevant).

### 4. <u>Term</u>

The period of subscription of TelerouteRecommends shall be aligned on the period of subscription to the main Teleroute Services (ie. *freight/vehicle posting and consultation*). As a result, the first subscription period of TelerouteRecommends shall consist of the ongoing period remaining for said subscription.

## 5. <u>Warranty</u>

In accordance with the provisions of the Alpega General Terms and Conditions, the information made available to Customer via TelerouteRecommends are provided "as is" and for information only. Alpega disclaims any warranties and conditions (implicit or express) (including warranties or conditions of merchantability, fitness for a particular purpose, satisfactory and quality and non-infringement of Third Parties' rights, and their equivalents under the laws of any jurisdiction) in relation to said information and service.

Unless otherwise agreed and confirmed in writing, Alpega does not guarantee in any case that this service will meet Customer's or its Users' specific expectations, objectives or requirements or that this service shall operate uninterrupted or error free and that all defaults, defects and errors in relation thereto shall be corrected. This clause shall apply to the maximum extent as permitted by applicable law.