

Special Terms and Conditions of Alpega Referral Program

Please read these special terms and conditions applying to the Alpega Referral Program. The participation to the Alpega Referral Program 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 services (including the General Terms and Conditions <https://www.alpegagroup.com/en/tc-carriers/>).

By participating to the Alpega Referral Program, 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 its Users. 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. 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.

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

"Alpega Referral Program" means the incentive plan organised by Alpega under which Referrer will benefit from specific rewards in consideration for referring the Alpega services to new customers.

"Referrer" means the Customer participating in the Alpega Referral Program. Customer must qualify for the participation in this program as per the criteria defined by the STC and Alpega from time to time.

"Referred Customer" means the person who has been referred to by Referrer and who has ultimately subscribed to the Alpega services as a result of the referral by Referrer.

"Success Rewards" means the specific advantages, incentives and benefits as defined by Alpega from time to time and granted to Referrer in consideration of the referral by Referrer in the context of the Alpega Referral Program.

"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).

• 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. Purpose

The Alpega Referral Program is specifically addressed to the Customers of Alpega. The STC defines the conditions under which Referrer shall (i) recommend the services of Alpega to third parties and refer potential customers to Alpega and (ii) avail of specific benefits and rewards in consideration of these activities and the results thereof.

3. Participation and process

Referrer shall qualify for participating in the Alpega

Referral Program as soon as it becomes a customer of Alpega.

Referrer shall notify any interested prospect to Alpega via the process and modalities as defined by Alpega from time to time. Referrer shall not refer itself or any of its Affiliates.

ALPEGA reserves the right to determine, in its sole discretion, whether or not the person as referred to by Referrer shall qualify as a Referred Customer under these STC.

ALPEGA furthermore reserves the right to determine, in its sole discretion, whether to enter into a contract with a person referred to by Referrer, without any need to state the grounds for any refusal.

For each new Referred Customer introduced by Referrer and subject to the conditions below (Section 4), Referrer will gain one point. Each site of a Referred Customer shall qualify for one point, providing a separate billing is set for said site.

Referrer shall accumulate points under the Alpega Referral Program and notifies when it wants to request the Success Rewards. The level reached can be consulted by Referrer at any time and Referrer will select the Success Rewards based on the total points gained at the time, as per the modalities defined by Alpega from time to time.

Following the grant of the Success Rewards, the account of Referrer shall be reset. The number of points accumulated shall be reset annually.

Should the subscription of Referrer to the Alpega services terminate for whatever reason, Referrer shall immediately lose its rights and benefits under the Alpega Referral Program.

4. Success Rewards

Any Referred Customer shall qualify for giving a point to Referrer, subject to the following requirements:

- Referred Customer must not have been a customer of Alpega within the year prior to the referral by Referrer;

- Referred Customer must have concluded a contract with Alpega for the subscription of the Alpega services for a period of at least one year;

- Referred Customer must have been approved by Alpega under its internal validation process and its access to the Alpega services must have been activated as a result thereof;

Alpega shall define the Success Rewards under various forms and at its sole discretion. It reserves the right to modify the list from time to time, at its sole discretion. The Success Rewards will be disclosed as per the process defined by Alpega from time to time.

The grant of Success Rewards is subject to the prior verification and validation by Alpega and Alpega may delay the grant thereof for this purpose.

The Success Rewards may not be redeemed for cash. They are not transferable and may not be traded or sold.

5. Responsibilities

Referrer shall:

- participate to the Alpega Referral Program and promote the Alpega services in this context, in good faith, in compliance with the applicable laws and in accordance with the terms of the Agreement;

- refer to the Alpega services in a manner that reflects favourably at all times on the business of Alpega and not engage in any practice detrimental to the interests of the latter;

- refer to the Alpega services in a manner that does not infringe any copyright, trademark, trade secret or other proprietary rights of Alpega, its Affiliates or any third party;

- ensure to have received all prior, individual and necessary approvals and authorizations from any Referred Customer and other prospects referred to Alpega, as necessary to allow Alpega using the personal data, which have been submitted by Referrer in this context, for the purpose of contacting them in relation to the sale of the Alpega services. Referrer will hold harmless and indemnify

Alpega against any damage, loss, costs or expenses that may arise as a result of Referrer's failure to obtain all individual and necessary approvals.

6. Term

The period of participation of Referrer to the Alpega Referral Program is indefinite, subject to the terms of the STC and as long as Alpega maintains the Alpega Referral Program active.

Alpega reserves the right to cancel, terminate or modify the Alpega Referral Program, or any part or term thereof, at any time and for any reason, providing Notification thereof to Referrer.

Alpega reserves the right, at any time, to cancel the account of Referrer under the Alpega Referral Program and to disqualify any Referrer from participation in the Alpega Referral Program, at its sole discretion, with immediate effect and without prior notice and right to compensation/Success Rewards, in the events that (i) Referrer does not comply with the terms of these STC and/or the Agreement (or if Alpega has a good faith belief that Referrer has not complied with these), or (ii) in the event of complaints by Third Parties (including other Alpega customers) against Referrer.