

GENERAL TERMS AND CONDITIONS OF TCS

Article 1 - Definitions

In these Conditions, the following terms shall have the following meanings:

1. Agreement: the Agreement entered into by TCS and Customer with regard to the Services to be performed by TCS, of which the Conditions form part.
2. Conditions: these general terms and conditions.
3. Customer: the party granting an instruction to TCS for the performance of Services.
4. Monitoring Software: software provided by Customer enabling TCS to monitor vehicles and assets of Customer or its carriers as part of the Services.
5. Services: all activities performed by or on instruction of TCS, including, but not limited to, passive monitoring, active monitoring, security interventions, cargo escorting and alarm response.
6. TCS: depending on who Customer has submitted an assignment to perform Services to, either The Cargo Security Company Netherlands B.V. (also trading under the name: The Cargo Security

Company Network) or TCS Asset Monitoring B.V. (also trading under the name The Cargo Security Company Asset Monitoring).

Article 2 - Scope

1. An Agreement, as well as an amendment of and/or addition to such Agreement, is concluded upon TCS's acceptance of the assignment to perform Services, or when TCS has started to perform the Services. TCS will only be bound by stipulations varying from these Conditions if and insofar as TCS has explicitly agreed in writing to these varying stipulations.
2. These Conditions govern all offers, Agreements, legal and de facto acts regarding the Services to be performed.

Article 3 - Services

1. Depending on the assignment of Customer, TCS undertakes to provide inter alia the following Services:
 - a.) Passive monitoring Services: include maintaining visibility of Customer's subscribed fleet by TCS' monitoring centre. TCS will only act when an alarm is generated by Customer or Customer's

driver or the vehicle(s) operated by or on instruction of Customer. Such act shall include contacting the driver and, if so required, contacting law enforcement authorities, intervene or initiate active monitoring.

b.) Active monitoring Services: include keeping track of the agreed and planned route, rest breaks and overnight parking.

c.) Security intervention Services: include sending a TCS security guard to Customer's truck in distress. Mostly used for trucks with high value, that cannot reach their intended destination, due to driving hours' restrictions, technical problems, heavy traffic, driver health issues etcetera.

d.) Police intervention Services: include notifying (local) police authorities and requesting them to undertake immediate action in case of a threat, suspicious situation or actual incident.

e.) Cargo escorting Services: include deployment of a TCS security unit with either one or two security guards (as per Customer's request), who will follow the truck from origin to end destination, or part of the route as per Customer's instructions.

f.) Alarm response Services: include acting in the event of a received alarm, e.g. by contacting the driver or Customer and, upon Customer's request, initiate security intervention Services or police intervention Services.

2. Services do not include any kind of repressive intervention, such as violent or non-violent action in case of acute treats such as robberies and holdups, the breaking of strikes, involvement of disputes of a political or similar nature, or involvement in disputes between Customer and one or more third parties.

3. TCS is entitled to engage subcontractors in the performance of the Services.

4. If a TCS employee discovers a criminal offence, Customer will be informed. Except for any statutory duty to report, the decision to report this criminal offence to the police or any other authorities concerned will be taken by Customer. TCS staff will only draft the police report on behalf of and under the responsibility of Customer.

Article 4 - Fees and charges

1. The fees and charges agreed between TCS and the Customer for the Services performed are exclusive of VAT and other taxes.

2. If during the term of the Agreement the cost price increases due to inter alia changes in or adjustments on salaries, allowances for expenses and other employment conditions, statutory increases in premiums for social security and/or increases of external costs, TCS is entitled to increase the rate agreed with the Customer. TCS is only entitled to do so if at least three months have elapsed since the conclusion of the Agreement.

3. Unless TCS and Customer have agreed otherwise in writing, Customer shall pay TCS' invoices within 30 days of the invoice date.

4. If Customer fails to pay the invoices within the agreed term, TCS shall be entitled to charge to Customer extrajudicial costs for collection of its invoices. These extrajudicial costs are owed as from the time at which Customer is in default and amount to 15% of the out-

standing invoices, with a minimum of € 250.

5. Customer is not entitled to suspend or setoff sums payable to TCS.

6. Customer will at the first request of TCS furnish security for all that Customer owes or will owe TCS.

Article 5 - Obligations Customer

1. Customer shall enable TCS, free of charge, to use the Monitoring Software. Customer shall provide TCS with all information, including user ID's and passwords, to enable TCS to access and use the Monitoring Software.

2. Customer guarantees that it is the duly authorized developer and /or owner and/or licensee of the Monitoring Software. Customer shall safeguard, hold harmless and indemnify TCS from and against any claims from third parties that the Monitoring Software infringes upon any intellectual property rights.

3. Customer acknowledges and agrees that full access to updated and proper functioning Monitoring Software is vital for the correct performance of Services by TCS. Customer shall ensure that the Monitoring

Software at all times is fully updated and that any malfunctioning of the Monitoring Software is fixed without delay.

4. Customer shall during the term of the Agreement supply TCS, free of charge, with all patches, API's, updates and upgrades relating to the Monitoring Software.

5. Customer shall provide TCS with all information and documentation reasonably required by TCS, or of which Customer knows or should know that such are of importance to TCS for the correct performance of the Services. Customer guarantees the correctness of the provided information and documentation.

6. Customer guarantees that any instructions provided by it are in accordance with current laws and regulations.

7. Customer shall ensure that the working conditions in which TCS' employees and subcontractors perform their surveillance and security duties for the benefit of Customer, comply with the legislation and related regulations concerning working conditions.

8. Customer is liable towards TCS for any direct or indirect damage or loss suffered by TCS as a result

of Customer's noncompliance with its obligations under this Article 5.

Article 6 - Liability

1. TCS shall provide its Services to the best of its knowledge and skills, in compliance with the legal requirements and regulations applying to private security operations and private investigators.

2. TCS shall not be liable towards Customer for any damage or loss which was unavoidable with the methods applied by TCS in the performance of its Services, unless Customer voiced objections in writing against such methods. TCS is also not liable for such damage or loss if haste as demanded by Customer or other circumstances have forced TCS to apply such methods.

3. TCS shall not be liable towards Customer for any damage or loss which is the result of a cause which reasonably cannot be attributed to TCS, such as, but not limited to, (civil) war, state of siege, rebellion, revolution, robbery, high jacking, strikes and other labour conflicts, material break-down or technical vehicle failure, seriously disruptive weather conditions, traffic

conditions, police and/or customs control, GPS failures, GPS jamming and/or GPS spoofing.

3. TCS shall not be liable towards Customer for any damage or loss, if Customer has not fully complied with its obligations under Article 5 above.

4. Insofar as TCS should be liable towards Customer for damage or loss, this liability shall at all times be limited to an amount of € 25,000 per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage to or loss of the goods carried in the vehicle(s) which is/are subject to TCS' Services, the liability of TCS shall be limited to 8,33 SDR per kilogram of gross weight damaged or lost goods.

5. TCS's liability towards Customer shall under no circumstances exceed an amount of € 150,000 in the aggregate per annum per Customer.

7. In case employees or subcontractors of TCS lose keys that were entrusted to TCS for the performance of the Services, TCS will inform Customer without delay about such loss of keys. The liability of TCS

towards Customer for damage or loss caused by losing the keys is limited to an amount of € 1,500 per incident. Such damage or loss includes, but is not limited to, costs for replacing locks and damage or loss caused by the entry of unauthorized persons in the facility or facilities to which the keys can provide access.

8. TCS shall not be liable towards Customer for any loss of profit (direct or indirect) or any incidental, indirect, special or consequential loss or damage arising out of or in connection with (the non-performance of) the Services. Nor shall TCS be liable towards Customer for damage or loss resulting from delay in the performance of the Services.

Article 7 - Indemnification and Himalaya

1. Customer shall safeguard, hold harmless and indemnify TCS from and against any and all claims submitted by third parties, such as, but not limited to, claims resulting from bodily injury, property damage including, but not limited to, the goods carried), infringement of intellectual property rights and defa-

mation and slander, insofar as these claims arise from or relate to the Services.

This indemnification also applies if TCS would be liable towards Customer if and when these claims would have been initiated by Customer under the Agreement.

2. Customer undertakes that no claim or allegation shall be made against any person or party by whom the Services is performed or undertaken (including, but not limited to, employees, subcontractors, directors and shareholders of TCS), other than TCS, which imposes or attempt to impose upon any such person or party any liability whatsoever in connection with the Services.

3. Without prejudice to the preceding paragraph, employees, subcontractors (including TCS' affiliates), directors and shareholders of TCS shall have the benefit of every right, defence, limitation and liberty of whatsoever nature contained in these Conditions or otherwise available to TCS as if such provisions were expressly for their benefit.

Article 8 - Suspending Services

1. If the Monitoring Software is malfunctioning, TCS is entitled to immediately suspend its Services in relation to the vehicles connected to such malfunctioning Monitoring Software, until TCS is satisfied that the Monitoring Software is working properly again.

2. Insofar as Customer or a carrier (ultimately) instructed by Customer in TCS' view does not sufficiently cooperate with TCS in performing the Services, TCS is entitled to immediately suspend the Services relating to one or more vehicles of Customer or such carrier, until TCS is satisfied that Customer or such carrier will provide its full cooperation. Insufficient cooperation as meant in the preceding sentence includes, but is not limited to, providing insufficient or incorrect information, generating false alarms, not generating correct alarms, not forwarding correct alarms and using malfunctioning Monitoring Software.

**Article 9 -
Complaints and Lapse**

1. All claims against TCS shall be forfeited if Customer has not informed TCS in writing about its potential claim within 5 calendar days from the time the damage or loss occurred, thus depriving TCS, by withholding information, of the possibility to investigate the damage or loss and their causes. If Customer should prove that the damage or loss could not have been reported within these 5 calendar days, the notification is to take place within 48 hours after the damage or loss have become known to Customer.

2. All claims against TCS shall be forfeited after 9 months, counting from the day on which the damage or loss giving rise to the claim occurred, unless Customer has brought suit against TCS within these 9 months.

Article 10 - Transfer of staff

1. Customer acknowledges and agrees that the personnel employed by TCS for the performance of the Services are important assets of TCS. Accordingly,

at all times during the term of the Agreement and for a period of 12 months thereafter, Customer shall not, without the prior written consent of TCS, directly or indirectly solicit any of the employees or the officers of TCS (or of any of TCS's subsidiaries or affiliates) with whom Customer had direct contact in connection with the performance of the Services, for employment by Customer or any of Customer's affiliates or subsidiaries.

2. Any breach of the preceding paragraph will result in the Customer being liable to pay TCS an immediately due and payable penalty, not eligible for setting off, of € 15,000 per employee.

Article 11 - Termination of the Agreement

1. Unless TCS and Customer have agreed otherwise in writing, TCS is entitled to terminate the Agreement with a notice period of two months, regardless of whether the Agreement has a definite or an indefinite duration.

2. TCS is entitled to terminate the Agreement with immediate effect upon the insolvency or bankruptcy of Customer or upon

Customer entering into any arrangement with its creditors or having a receiver or trustee appointed over any of its assets.

3. TCS is entitled to terminate the Agreement with immediate effect upon Customer committing a material breach of the terms of the Agreement which is not capable of remedy or which shall not have been remedied within 14 days following notification in writing to the Customer specifying the nature of such breach.

Article 12 - Applicable law and jurisdiction

1. These Conditions, the Agreement and subsequent agreements pertaining thereto are governed by and subject to the laws of the Netherlands.

2. All disputes arising from or in connection with these Conditions, any Agreement or subsequent agreements pertaining thereto, which cannot be settled amicably, shall exclusively be brought before the competent court in Rotterdam, the Netherlands.

These terms have been filed with the District court Rotterdam under number 29/2020.