

Special Terms and Conditions of FastPayment

Please read these terms and conditions relating to FastPayment. The use of FastPayment 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

<https://www.alpegagroup.com/en/tc-carriers/>).

By using any portion of FastPayment, 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 Customer requests the Use of FastPayment. 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 in the Belgian Registry of Companies, VAT BE 872.586.165, and its Affiliates.

"Affiliate" means any company, corporation or other entity that directly or indirectly controls, or is controlled by, or is under common control with either Alpega or Customer.

"Customer" means the person subscribing to FastPayment. Customer must be validly registered with Alpega for the use of Teleroute and approved by the Partner for the use of FastPayment. Customer shall not be a Private Individual. Customer must be registered in Poland. Further eligibility criteria may apply. They will be defined via Teleroute or the Partner's platform.

"Due Date" means the date at which the Invoice is due and must be paid as mentioned on the Invoice and/or as per the contractual terms applying.

"Financing Agreement" means the terms of the financing agreement concluded between the Customer and the Partner (including the terms of the *nanofactoring agreement* and the Partner's general terms and conditions), which Customer has approved in the course of the process of creation of its FastPayment account and its subscription to FastPayment, as well as any amendment thereto.

"Invoice" means any invoice for which FastPayment has been subscribed by Customer and activated as per the terms herein.

"Partner" means the partner of Alpega, which Alpega has contracted with for the purpose of enabling the provision of the FastPayment services to its customers, as may be selected by Alpega from time to time (i.e. initially, *PragmaGO, registered in Poland under number 0000267847, with registered office at 72 Brynowska St. 40-584 Katowice, Poland*).

"Private Individual" means a person who buys the transport services for a purpose other than the purposes of his/her professional activities.

"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.

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 - Use of FastPayment

• General scope

These STC regulate the provision and use of FastPayment, which any eligible Customer can subscribe to in order to avail of financing services in relation to the payment of the price due to Customer in consideration of the provision of transport and logistic services.

• Financing Agreement

FastPayment is a service, which is subscribed through Teleroute and the Partner's platform. The service is however provided by the Partner of Alpega.

Customer shall conclude the Financing Agreement with the Partner prior to the use of FastPayment and in the course of the online process relating to the creation of its FastPayment account and/or the subscription to FastPayment. Customer acknowledges that (i) Customer shall be bound directly with the Partner under the terms of the Financing Agreement, which shall apply to its use of FastPayment and (ii) Alpega is not a party to or involved in any way in the Financing Agreement.

Customer shall subscribe to and use FastPayment via Teleroute and the Partner's platform.

A copy of these STC will be available to Customer through its account in Teleroute.

Alpega reserves the right to transfer information and data (including personal data) relating to Customer to the Partner for the purposes of the supply of FastPayment.

• General responsibilities of Customer

Customer undertakes to use FastPayment only for the purposes and in the manner expressly permitted by the Agreement and the Financing Agreement and, in general, in good faith and in a responsible and reasonable manner. In particular, Customer shall not subscribe to FastPayment if Customer is aware (or should have been aware) of any event that could prevent or affect in any way whatsoever the recovery of the amount (or any part thereof) due under the Invoice.

Customer shall have the obligation to re-pay the amount due under the Invoice to the Partner, as per the terms of the Financing Agreement. Should Customer not do so, the costs and specific measures as set out therein will apply. The obligation of Customer to re-pay said amount will apply under all circumstances (including in the event of default of payment by the debtor).

3. Subscription - activation process

• Account creation

Customer must initially create its FastPayment account via an online process. The creation of this account may be subject (among other elements) to (i) the provision of specific data and documents in relation to Customer and its representatives, (ii) the identification process in relation to legal representatives of Customer and (iii) the approval of these STC, and (iv) the approval of the terms of the Financing Agreement.

In the context of the creation of its account and the use of FastPayment in general, Customer agrees that

(a) it is solely responsible for the accuracy, content and legality of the information and documents provided, (b) the information provided must be as precise and complete as possible and (c) any content, which violates any term of the Agreement, the Financing Agreement, these STC or any applicable legislation may be rejected at the sole discretion of Alpega and/or the Partner.

Customer shall notify Alpega and the Partner immediately of any change in the information as provided in the context of the creation of its FastPayment account and the subscription to FastPayment (including any information in relation to the nature or scope of its activities or to its legal status and representatives).

In the course of the use of FastPayment, Customer shall provide all requested information and documents, which is required under the Financing Agreement or which the Partner may request directly

to Customer in relation to the Invoices, Customer and/or the FastPayment services subscribed.

• Subscription

Customer shall subscribe to FastPayment via an online process.

Customer shall provide all requested information and documents in relation to the Invoice within the timeframe as set out in Teleroute, the Partner's platform and/or the Financing Agreement.

Subscription shall be further subject to the submission by Customer of any other specific information and documents as requested by Alpega and/or the Partner from time to time.

FastPayment shall not be subscribed by Customer for any invoice that does not fulfil the conditions as set out in the Financing Agreement.

Customer acknowledges that data and documents transmitted via Teleroute and/or the Partner's platform under electronic form will have the same value as evidence as data/documents under paper version.

• Approval - Service activation

Activation of FastPayment shall be subject to the prior validation of Alpega and/or the Partner, which shall be based on (i) the receipt of the documents and information as requested, and (ii) the verifications as performed in relation to the invoice and the documents submitted by Customer (these could include the verification of the debtor and its confirmation of the Invoice). FastPayment shall be activated upon validation by Alpega and/or the Partner as confirmed to Customer.

Any subscription request may be refused, at the sole discretion of Alpega and/or the Partner.

If any document/information must be submitted by Customer within a specific time period and/or through any specific process, which are set out by Alpega and/or the Partner, any activated subscription may be subject to automatic cancellation, should the document/information not be submitted according to the required modalities. Alpega and the Partner reserve the right to examine any subscription, at any time, based on the legal validity, completeness and conclusiveness thereof. If Alpega and/or the Partner determines, retrospectively or otherwise, that the subscription is not compliant, it is entitled to refuse, adapt or cancel it at any time.

4. FastPayment benefit payment

The payment under FastPayment shall be made directly to Customer by the Partner following the activation of the subscription to the service, as per the modalities set out in the Financing Agreement and via a transfer on the bank account whose details have been provided by Customer (or any other payment modalities as agreed or defined by the Partner).

The payment shall be made after deduction of any Price due by Customer.

The payment shall be made subject to the representations and warranties agreed by Customer with the Partner, as set out in the Financing Agreement.

5. Price

The Price relating to FastPayment will consist of a fee, which shall be calculated as per the agreed rate at the time of subscription of FastPayment (*percentage of the Invoice subject to FastPayment*). All Prices will be in EURO or PLN and tax excluded.

The Price is due upon subscription to FastPayment. The Price will be deducted by the Partner from the payment made to Customer following its subscription to FastPayment and in relation to the covered Invoice.

The Price shall not be subject to any kind of reimbursement under any circumstances.

6. Assignment

Upon subscription of FastPayment, Customer may assign to the Partner all the rights that it holds towards the concerned debtor in and in relation to the Invoice, subject to the terms of the Financing Agreement.

None of the rights in relation to an Invoice may be assigned by Customer to any Third Party, without the prior written consent of the Partner and/or Alpega.

7. Cancellation - termination

Customer agrees that Alpega, in its sole discretion and at any time, has the right to delete or deactivate any User's account, block any User's email or IP address, or otherwise suspend/terminate/cancel the access to or use or benefit of any subscribed FastPayment (or any part thereof)(retroactively or not), immediately and without notice, for any reason including (i) if Alpega believes that Customer or any User has acted inconsistently with the terms of the Agreement (including these STC) or the Financing Agreement, (ii) any false, invalid or incomplete statement, (iii) default of payment of the prices due hereunder, (iv) termination/suspension of the Financing Agreement between Customer and the Partner, (v) termination of the partnership agreement between Alpega and the Partner in relation to the provision of the FastPayment services, (vi) breach of the obligation of re-payment of the amount under the Invoice to the Partner. Alpega shall not be liable to Customer or any Third Party for any such termination of Customer's access and benefit to FastPayment. Customer agrees not to attempt to use FastPayment after said termination.

The cancelation/termination/suspension of FastPayment (or any part thereof) by Alpega shall not give rise to any reimbursement to Customer.

8. Role - Liabilities

• *Alpega role - powers*

FastPayment includes a financing service, which is provided by the Partner of Alpega under the terms of the Financing Agreement concluded between Customer and the Partner.

Alpega shall neither act as a financing company nor as the agent, representative, partner, reseller and/or intermediate of the Partner in the context of the provision of the FastPayment services.

By subscribing to FastPayment, Customer grants to Alpega all powers and authorizations, to the extent as necessary to represent it towards the Partner in the context of the use of and for the purposes of FastPayment.

• *Alpega liability*

FastPayment is a service provided by the Partner under the terms of the Financing Agreement concluded between the Partner and Customer. Alpega is not a party to the Financing Agreement and is not in any way whatsoever involved in the Financing Agreement nor in any kind of arrangement, conduct, statement or agreement of the Partner relating thereto.

The Partner shall therefore be solely responsible for the provision of said service, subject to the terms of the Financing Agreement. Alpega shall under no circumstances be liable for any shortcoming imputable to FastPayment as provided by the Partner and/or any negligence/fault of the latter in the context of the provision of this service.

In particular and without limitation, Alpega shall not have any kind of responsibility if any of the terms of and/or benefits under the Financing Agreement would not apply in the context of the use of FastPayment.

9. General

• *Audit rights*

Alpega and/or the Partner (or any supplier as designated for this purpose) reserves the right to carry out audits for the purpose of verifying the compliance of Customer with the terms of the Agreement, subject to reasonable prior notice. Customer shall provide Alpega and/or the Partner with all necessary assistance, by providing access to all useful information and documents (including any accounting material) and shall allow Alpega and/or the Partner to carry out all necessary verifications for this purpose.