

FREIGHT LOUNGE B.V
WORLDWIDE FORWARDERS NETWORK
MEMBERSHIP TERMS AND CONDITIONS

1. Introduction

- (a) Freight Lounge B.V is a private limited liability company incorporated in The Netherlands and located at 2983 TP Ridderkerk, Prinses Beatrixstraat 7, The Netherlands.
- (b) Freight Lounge B.V is an industry body with world-wide reach, formed to provide a platform for its Members to exchange ideas, refer work, and build business. Freight Lounge B.V will provide an advocacy service, seminars and training, industry updates, and refer commercial services through partner and sponsorship arrangements.
- (c) When you join Freight Lounge B.V as a 'Member' you are subscribing to a service from Freight Lounge B.V. The word 'member' or 'membership' refers to your subscription or your status as a subscriber to the service.
- (d) These Membership Terms and Conditions (**Terms**) form the basis of the contract through which Freight Lounge B.V will deliver the service. On subscribing you agree to the Terms.
- (e) Freight Lounge B.V may change the Terms at any time with or without notice and each Member's continued participation in Freight Lounge B.V shall be considered acceptance of such changes.
- (f) A failure to comply with the Terms may result in the suspension or termination of the Member's Freight Lounge B.V membership.

2. Membership

Corporate, individual and affiliate membership packages are available, and the full details of these categories are available at www.freightlounge.network.

- I. Membership will be considered by Freight Lounge B.V upon the receipt of the completed application and supporting documents.
- II. The applicant will be subject to operational and financial background screening.
- III. If membership is approved, and once the membership fees are paid, a receipt will issue, and membership will be granted to the Member.

- IV. application is approved.
- V. Membership will be extended automatically for successive 12 month terms unless Member notifies Freight Lounge B.V that it does not wish to renew its membership.
- VI. Freight Lounge B.V will send renewal notices and invoices to its members at least 14 days prior to the member's membership renewal date.
- VII. All membership fees must be paid annually in advance.

3. Membership Entitlements

- (a) The full range of membership services are set out at www.freightlounge.network.
- (b) Freight Lounge B.V may vary, withdraw, suspend or add to the services without notice.
- (c) The services provided by Freight Lounge B.V may include, but are not limited to, the following;
 - (i) Access to the Freight Lounge B.V password protected website,
 - (ii) Access to the Freight Lounge B.V database of worldwide members,
 - (iii) Directory listing,
 - (iv) (Access to the Partner Pay System)
 - (v) Continuing Professional Development program and training,
 - (vi) Weekly reports,
 - (vii) Networking events,
 - (viii) Seminars, workshops and webinars,
 - (ix) Legal support,
 - (x) Discounted publications,
 - (xi) Yearly networking conference, and
 - (xii) Use of Freight Lounge B.V logo.

4. Termination of Membership

- (a) Members may cease membership by providing written notice to Freight Lounge B.V. A resignation is effective on the date that the written notice is received by Freight Lounge B.V.
- (b) Failure to comply with these Terms or the Code of Conduct, or if a Member is found guilty of any conduct which is unbecoming of a Member, prejudicial to the interests of Freight Lounge B.V, or renders the Member unfit for membership, Freight Lounge B.V shall have the power to censure the Member, suspend or terminate the membership.

5. Code of Conduct and Policies

Freight Lounge B.V Members will abide by the Freight Lounge B.V Code of Conduct and any additional policies and procedures that may be published from time to time.

6. Privacy Statement

Freight Lounge is committed to protecting your privacy!

GENERAL INFORMATION

Freight Lounge can process your personal data as a result of you registering as a member, as an affiliate, as a reference for our members , as a single independent 3rd party that is interested in our news updates and promo offerings or as an employee or contractor working for Freight Lounge

Controller

Freight Lounge is the controller of your personal data according to the General Data Protection Regulation. This means that the Freight Lounge decides which personal data will be processed, for what purpose and how. Freight Lounge is responsible for ensuring that the personal data it receives is processed in accordance with GDPR and in a proper and careful manner.

Personal data

Freight Lounges process personal data within the meaning of Article 4 (1) of the GDPR. Personal data is all data that can provide information about an identified or identifiable natural person. This includes, for example, a personal e-mail address.

Freight Lounge B.V may disclose personal data if required to do so under law, or to act to protect the safety or security of its members or registrants

Basis of processing

Freight Lounge must be able to base the use of personal data on one of the principles from Article 6 of the GDPR. Pursuant to this article, it is permitted to process this data if processing is necessary for the performance of a contract to which the data subject is a party or in order to take steps at the request of the data subject prior to entering into a contract; (Article 6 (1) (b) of the GDPR).

Security of personal data

Article 32 of the GDPR requires Freight Lounge to take appropriate technical and organizational measures to prevent the loss of personal data or unlawful processing.

Freight Lounge therefore ensures appropriate security for the personal data it holds, in line with the applicable legal requirements and guidelines.

Your privacy rights

You have the right to view your personal data (Article 15 GDPR) and the right to request rectification or deletion of your personal data (Articles 16 and 17 GDPR). You can send a request to our privacy officer Auke van Santen avs@freightlounge.com. Also include a copy of your ID so that we are sure that it is you who wants to view, correct or have your personal data deleted. Don't forget to make your citizen service number and photo illegible. You can read how to do this on:

<https://www.rijksoverheid.nl/onderwerpen/identiteitsfraude/vraag-en-antwoord/veilige-kopie-identiteitsbewijs>

You also have the right to lodge a complaint with a supervisory authority, the Dutch Autoriteit Persoonsgegevens.

MEMBER

As a Member of the Freight Lounge you can use our online services on <https://www.freightlounge.network>. Below you can read how Freight Lounge deals with your data when you sign up for a full membership.

Personal data

If you sign up as a Freight Lounge member or any of the before mentioned parties, Freight Lounge will or can register your Title, First Name, Insertion, Last Name, Department, Function, Phone, Mobile, Email, Skype, position and birthdate.

As a Freight Lounge member you can attend our Annual Global Meeting and other meetings or events, during these events photos and videos can be made of the event and its attendees. You can inform us during the registration process for an event if you do not want to be recognizable on the pictures or videos we use for promotions and/or our event coverage on the Freight Lounge website.

Recipients of personal data

Freight Lounge can exchange your membership details in order for you to be able to use the services of our affiliates under the conditions arranged by Freight Lounge. These details will be limited to your name and membership, and will not be used otherwise by our affiliates then to verify your Freight Lounge Membership.

Basis of processing

The Freight Lounge membership is based on your permission. You can register on the Freight Lounge website by filling in a form. When registering, you give your consent to the processing of your personal data such as name and e-mail address by entering your details and checking the relevant buttons and clicking on them. You cannot send the registration form without this express permission.

Retention period for personal data

Freight Lounge may not store your personal data for longer than is necessary for the purpose of data processing (Article 5 (1) (e) of the GDPR). This means that the Freight Lounge removes your personal data, name and e-mail address etc. as soon as you indicate that you no longer wish to be a Freight Lounge member. Some legal and or tax requirements may force us to hold a limited subset of your personal data for up to 7 years after ending your membership.

AFFILIATE CONTACTS

Freight Lounge affiliates and pre-in affiliates can register persons to act as contacts for their organisation on <https://www.freightlounge.network>. Below you can read how Freight Lounge deals with your data when you are registered as a contact.

Personal data

If you are a contact for a Freight Lounge affiliate, Freight Lounge will register and use your Title, First Name, Insertion, Last Name, Department, Function, Phone, Mobile, Email, Skype and Position.

As a Freight Lounge Affiliate you can attend our Annual Global Meeting and other meetings or events, during these events photos and videos can be made of the event and its attendees. You can inform us during the registration process for an event if you do not want to be recognizable on the pictures or videos we use for promotions and/or our event coverage on the Freight Lounge website.

Recipients of personal data

We can exchange your membership details with other Affiliates and or Members for opportunities to expand your business, networking purposes, and in order for you to be able to use the services of our affiliates under the conditions arranged by Freight Lounge. These details will be limited to the details described under personal data , and will not be used otherwise by our affiliates then to verify your Freight Lounge partnership.

Basis of processing

Freight Lounge must be able to base the use of personal data on one of the principles from Article 6 of the GDPR. Pursuant to this article, it is permitted to process this data if processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract; (Article 6 (1) (b) of the GDPR).

Retention period for personal data

Freight Lounge may not store your personal data for longer than is necessary for the purpose of data processing (Article 5 (1) (e) of the GDPR). This means that Freight Lounge removes your personal data, name and e-mail address etc. as soon as you indicate that you no longer wish to be a Freight Lounge Affiliate or the contract of which data subject is party has ended. Some legal and or tax requirements may force us to hold a limited subset of your personal data for up to 7 years after ending your membership.

REFERENCE CONTACT OF MEMBER

Companies willing to be a member of the Freight Lounge have to register with two references. Below you can read how Freight Lounge deals with your data when your contact information is supplied to us by a prospect for a full membership.

Personal data

Freight Lounges process personal data within the meaning of Article 4 (1) of the GDPR. Personal data is all data that can provide information about an identified or identifiable natural person. This includes, for example, a personal e-mail address.

If your personal data was entered in the membership form as a reference, Freight Lounge will register and use your First Name, Insertion, Last Name, Company, Function, Phone, Mobile, Email, Country.

Basis of processing

Freight Lounge must be able to base the use of personal data on one of the principles from Article 6 of the GDPR. Pursuant to this article, it is permitted to process this data if processing is necessary for the processing is necessary for the purposes of legitimate interests of Freight Lounge; (Article 6 (1) (f) of the GDPR).

The Freight Lounge member supplied us with your contact details as a reference for the prospect member. This was done with your permission.

Retention period for personal data

Freight Lounge may not store your personal data for longer than is necessary for the purpose of data processing (Article 5 (1) (e) of the GDPR). This means that the Freight Lounge removes your personal data, name and e-mail address etc. as soon as the company which registered you as a reference ends the Freight Lounge membership, or if you indicate that you want your contact details deleted.

SUBSCRIBER TO NEWSLETTER, NEWS UPDATES AND PROMOTIONS

Freight Lounge sends newsletters, news updates, advertisements and promotions via e-mail, you can register on our website <https://www.freightlounge.network>. Below you can read how Freight Lounge deals with your data when you sign up.

Personal data

If you sign up to receive the Freight Lounge newsletters, news updates, advertisements and promotions., Freight Lounge will register and use your Title, First Name, Insertion, Last Name, Department, Function, Phone, Mobile, Email, Skype, position.

Basis of processing

Freight Lounge sends the Freight Lounge newsletters, news updates, advertisements and promotions to the e-mail address you specified based on your permission. You can register on the Freight Lounge website by filling in a form. When registering, you give your consent to the processing of your name and e-mail address by entering your name and e-mail address and checking the relevant buttons for newsletters, news updates, advertisements and promotions. and clicking on them. You cannot send the registration form without this express permission.

You can always withdraw your consent by unsubscribing from the Freight Lounge newsletter by using the unsubscribe link in the email, or by sending an email to the data controller.

Retention period for personal data

Freight Lounge may not store your e-mail address for longer than is necessary for the purpose of data processing (Article 5 (1) (e) of the GDPR). This means that the Freight Lounge removes your personal data, name and e-mail address, as soon as you indicate that you no longer wish to receive the Freight Lounge newsletters, news updates, advertisements and promotions.

7. Freight Lounge Website

By using the Freight Lounge B.V website, Member agrees to be bound by the separate terms and conditions of the website usage, which are available for viewing on the Freight Lounge B.V website.

8. Member Partner Pay System (UNDER DEVELOPMENT)

- (a) Freight Lounge B.V provides a voluntary online payment service via the Freight Lounge B.V website, called Financial Lounge).
- (b) The Financial lounge is offered by *Messrs Novatti* which is a separate and independent company providing foreign currency exchange and global payment transaction services.
- (c) Under the financial lounge , Members can pay funds to other Members using a online virtual account. Members can deposit funds from their own bank account into their virtual accounts. A withdrawal is effected upon an online request from member to the network.
- (d) The use of the Financial platform service is at the sole risk of the Member.
- (e) Freight Lounge B.V shall not be responsible in negligence, contract or otherwise incurred by the Member or any other person for any deficiencies in the accuracy, completeness, availability, privacy, security or timeliness of payments or payment information sent using the financial platform.
- (f) Freight Lounge B.V shall not be responsible in negligence, contract or otherwise for loss or damage incurred by the Member or any other person arising from the use of the Financial lounge, including, but not limited to, direct, indirect, incidental, consequential, exemplary and punitive damages.
- (g) Freight Lounge B.V shall not be responsible in negligence, contract or otherwise for loss or damage incurred by the Member or any other person arising from the breach of the Member's personal, credit card or banking information as a result of the interception of such information during its transmission to or from and/ or Freight Lounge B.V.

9. Liability/ Warranties

- (a) Except as required by law, Freight Lounge B.V shall not be responsible in negligence, contract or otherwise for loss, damage, costs, fines or penalties incurred by the Member or any other person resulting from or arising out of or in connection with cybercrime or any quotation, advice, statement, representation, or information given or made by or on behalf of Freight Lounge B.V to the Member OR made by one member to another Member. In giving or making any such quotation, advice, statement, representation or information Freight Lounge B.V relies solely on the particulars provided by the Member.
- (b) In all cases where liability of Freight Lounge B.V has not been excluded, whether by these Terms, by statute or by international convention or otherwise, the liability of Freight Lounge B.V whatsoever and howsoever arising is limited to the amount of the membership dues paid

by the Member to Freight Lounge B.V in the twelve months preceding the Member's cause of action.

- (c) If a court of competent jurisdiction holds that it has jurisdiction to hear a dispute, then because some jurisdictions do not allow the exclusion or limitation of liability, Freight Lounge B.V and its agents, advertisers, vendors, product or service providers, liability in such jurisdictions shall be limited as much as permitted by the law of such jurisdiction.
- (d) Freight Lounge B.V may advertise Member related benefits, goods or services provided by third parties. Freight Lounge B.V excludes any and all liability for any loss or damage suffered by a Member as a result of the negligence or conduct of any third-party service provider.
- (e) All Members are subject to operational and financial screening. However, Freight Lounge B.V excludes any and all liability for any loss or damage suffered by a Member because of the conduct of another member, or because any Member fails to make due payment to another Member, is declared bankrupt, or a receiver or liquidator is appointed.
- (f) Freight Lounge B.V shall not be bound by any agreement purporting to waive or vary these Terms unless such agreement to so waive or vary shall be in writing and signed by an executive officer of Freight Lounge B.V.

10. Prohibited Agreements and Activities

- (a) Anti-trust and competition laws of the United States of America, the European Union, and other countries were enacted to help preserve free markets by promoting competition in the marketplace.
- (b) Members must not breach anti-trust laws. Agreements, arrangements or discussions in relation to the following, whether express or implied, are STRICTLY PROHIBITED:
 - (i) Arrangements between members as to prices, discounts, rebates, or any other aspect of pricing of services members may provide in competition with one another;
 - (ii) Where members are potential competitors, any arrangements between members about:
 - Who members will supply their services to;
 - Where or what services members will supply;
 - The terms on which each member will supply their services.



- (iii) Any agreement between competitors that is intended or likely to harm non-participants in the agreement, such as by excluding a non-participant from any market; and
- (iv) Any agreement that is intended or likely to lessen competition in a market overall.

NOTE: you do not need to reach a formal agreement to breach anti-trust laws – informal arrangements or understandings in relation to matters described above are also prohibited.

(c) The practice of unlawful collusive arrangements or practices may often be inferred by regulators from circumstances, including the exchanged information by competitors. Accordingly, discussions or disclosures of the following types of information are also PROHIBITED, except where such information has been made public or appropriate legal counsel advises that such discussions are legally permissible:

- (i) Freight charges or surcharges;
- (ii) Individual costs;
- (iii) An individual member's intention to increase, reduce or reallocate capacity;
- (iv) Information on individual customers of the member; and
- (v) Any other competitively sensitive commercial or proprietary information.

11. Trade Sanctions

Members shall not provide services to their respective customers if to do so would breach the sanctions, export controls, and anti-boycott laws and regulations of the United States of America.

12. Governing Law and Jurisdiction

These conditions shall be governed by and construed in accordance with the laws of The Netherlands. Member irrevocably submits to the exclusive jurisdiction of the Dutch courts notwithstanding the jurisdiction where Member is based.

13. Severance

If any provision in these Terms is unenforceable, illegal or void, it is severed, and the rest and remaining Terms remain in force.

14. Disputes and Arbitration

- (a) Any dispute, controversy, difference or claim arising out of or relating to this contract, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the *Hong Kong International Arbitration Centre* (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

15.

- (b) The law of this arbitration clause shall be Hong Kong law.
- (c) The seat of arbitration shall be Hong Kong.
- (d) The number of arbitrators shall be one. The arbitration proceedings shall be conducted in English.

16. Amendment of Terms

These Terms may be amended from time to time by Freight Lounge B.V, and a copy of any amended terms will be uploaded to the Freight Lounge B.V website.

