

FREIGHT LOUNGE B.V

WORLDWIDE FORWARDERS NETWORK

MEMBERSHIP TERMS AND CONDITIONS

1. Introduction

- 1.1** Freight Lounge B.V. is a private limited liability company incorporated in the Netherlands and located at Prinses Beatrixstraat 7, 2983 TP Ridderkerk, The Netherlands.
- 1.2** Freight Lounge B.V. operates Freight Lounge Select, an international business-to-business network for freight-forwarding and logistics companies. Freight Lounge provides and maintains a community platform, facilitates communication between Members, organises physical and online network activities, keeps Members informed of relevant industry and network developments, and supports the promotion of Member and network activities through its communication channels.
- 1.3** When an organisation joins Freight Lounge Select as a Member, it subscribes to the membership services described in these Terms. Membership does not create a partnership, agency, joint venture or employment relationship between Freight Lounge and a Member, or between Members.
- 1.4** These Membership Terms and Conditions form part of the contract under which Freight Lounge provides the membership services. The applicant confirms that it acts exclusively in the course of its business or profession.
- 1.5** A failure to comply with these Terms, the Website Usage Terms, the Code of Conduct or applicable law may result in censure, suspension or termination of Membership.

2. Membership

- 2.1** Freight Lounge Select offers one corporate membership. Current information is available at <https://select.freightlounge.network/>.
- 2.2** The Freight Lounge team or management will consider an application after receiving the completed application and the requested supporting information.
- 2.3** Freight Lounge may conduct online research and review operational, commercial and financial information against its internal admission criteria. Screening is risk-based and does not guarantee that every adverse circumstance will be identified or that an applicant with an adverse credit history will be rejected. Management retains discretion to approve or reject an application.
- 2.4** Membership is granted after approval and payment of the applicable membership fee. The Member will then receive access to the network and the services, platform features and tools that Freight Lounge makes available for that membership.
- 2.5** Membership lasts for one fixed period of twelve months. A Membership commencing on 9 March expires at the end of 8 March in the following year. It ends automatically without notice and does not renew automatically. Freight Lounge may send one or more reminders before expiry. A further term requires confirmation and payment.
- 2.6** Within fourteen days after expiry or termination, Freight Lounge may remove the Member profile and access credentials and delete or anonymise personal data held solely for active membership purposes. Freight Lounge may retain information required for tax, accounting, fraud prevention, legal claims, dispute resolution or other legal obligations, in accordance with its Privacy Policy.
- 2.7** Membership fees are payable annually in advance within fourteen days after the invoice date. If payment is not received when due, Freight Lounge may suspend Membership and platform access or deny participation in an event. Freight Lounge will issue one written reminder. If payment remains outstanding after the period stated in that reminder, Freight Lounge may terminate Membership or cancel event participation without refund of amounts already paid or committed.

3. Membership Services

- 3.1** The services provided by Freight Lounge may include the following:
- operating and maintaining the Freight Lounge Select community platform, including company profiles, directory functionality and platform tools;
 - administering applications, accounts, profiles and access rights;
 - organising and facilitating physical and online meetings, conferences, networking sessions and other network-related events;
 - collecting, curating and distributing relevant industry information, Member news, network activities, newsletters and digital publications;
 - providing technical and administrative support for the membership, platform and activities made available by Freight Lounge; and

- promoting selected network activities and Member-related information through Freight Lounge communication channels, at Freight Lounge's discretion.

3.2 Introductions, referrals, contact opportunities and possible cooperation between Members are potential benefits of Membership and are not guaranteed services or guaranteed commercial results.

3.3 Freight Lounge may reasonably vary, replace, withdraw, suspend or add services and platform functionality. Participation in events may require a separate registration, separate terms and additional fees.

4. Termination and Suspension

4.1 A Member may give written notice that it does not wish to continue after the current term. Unless Freight Lounge agrees otherwise in writing, an early resignation does not create a right to a refund.

4.2 Freight Lounge may censure, suspend or terminate a Membership where the Member breaches these Terms, the Website Usage Terms or the Code of Conduct; fails to pay an amount due; acts unlawfully or dishonestly; creates a material legal, financial, security or reputational risk; or engages in conduct materially prejudicial to Freight Lounge or its Members. Where reasonably possible, Freight Lounge will give notice and an opportunity to respond, but it may act immediately where urgent protection is required.

4.3 During suspension and immediately after expiry or termination, the Member must stop using all Freight Lounge names, logos, membership marks, content and other intellectual property and must not state or imply that it remains affiliated with the network. Unauthorised use may constitute a breach of contract and an infringement of intellectual-property rights. Freight Lounge may seek removal, injunctive relief, damages, an account of profits and reasonable enforcement costs to the extent permitted by law.

5. Code of Conduct and Member Dealings

5.1 Members must comply with the Freight Lounge Code of Conduct and with policies and procedures properly notified to them from time to time.

5.2 Members contract with each other independently. Freight Lounge is not a party to Member-to-Member quotations, bookings, shipments, credit arrangements or payments and does not operate a payment-protection fund.

5.3 A substantiated failure to pay Freight Lounge or another Member may be investigated as a breach of the Code of Conduct. Freight Lounge may request documents, give the affected Member an opportunity to respond and, where reasonably justified, suspend or terminate Membership or issue a proportionate notice within the restricted Member community.

5.4 Freight Lounge will not publish a public payment-default notice merely because an allegation has been made. Public publication may be considered only where the default has been established by a final court or arbitral decision, acknowledged in writing by the debtor, or reviewed separately for lawfulness and proportionality. Any notice must be factual, limited, current and corrected or removed when appropriate. Freight Lounge does not waive responsibility for unlawful or defamatory publication.

6. Privacy and Communications

6.1 Freight Lounge processes personal data in accordance with its separate Privacy Policy, available at <https://select.freightlounge.network/privacy/>.

6.2 Information about newsletters, news updates, promotional communications, applicable legal grounds and unsubscribe rights is provided in the Privacy Policy and in the relevant sign-up or communication. A recipient may use the unsubscribe facility provided in an email where applicable.

7. Freight Lounge Website

7.1 Use of a Freight Lounge website or online service is also subject to the separate Website Usage Terms made available on that website. The current Website Usage Terms are available at <https://select.freightlounge.network/wp-content/uploads/2023/03/Freight-Lounge-B.V-Website-Usage-Terms-and-Conditions-13-Nov-2017.pdf>.

8. Events and Meetings

8.1 Registration for an Annual Global Meeting, conference, exhibition, online meeting or other Freight Lounge event becomes binding when Freight Lounge confirms the registration. The Member must pay the applicable event and accommodation charges in accordance with the invoice and booking terms.

8.2 Official event information and the event-specific booking and cancellation terms provided by Freight Lounge govern the registration. A booking deadline is not a cancellation deadline. A Member may not rely on inaccurate or outdated information published by an unauthorised third-party website.

- 8.3** A Member cancellation is governed by this clause and the applicable event-specific terms. Personal, commercial, financial or travel-related circumstances that make attendance more difficult, expensive or undesirable do not create an automatic right to cancel or obtain a refund. The Member is responsible for passports, visas, travel arrangements, internal approvals and sufficient funds.
- 8.4** No monetary refund is due where the Member cancels within thirty calendar days before the scheduled start of the event. Outside that period, any refund or credit is governed by the event-specific terms and may not exceed the costs that Freight Lounge actually recovers or avoids, less reasonable administration charges and non-recoverable commitments.
- 8.5** Freight Lounge recognises that exceptional and compassionate circumstances may arise, including death or serious illness affecting the attendee, a close family member, or another person whose involvement is of substantial personal or operational importance to the attendee or the Member's organisation. Freight Lounge may assess such circumstances individually upon receipt of appropriate supporting information. No circumstance creates an automatic right to cancellation, credit or reimbursement. Freight Lounge may, at its discretion, permit a substitute attendee or another reasonable accommodation where this is practicable and does not cause additional loss or cost.
- 8.6** Hotel and accommodation reservations are subject to the Member-facing booking, payment and cancellation conditions communicated for the event. The hotel or authorised booking provider receives and processes payment-card details. Only a valid regular payment card with sufficient available credit and validity for the relevant booking period is accepted. Prepaid, virtual or otherwise non-chargeable cards may be refused. A failed authorisation or charge may result in cancellation under the applicable booking conditions.
- 8.7** If the entire event is prevented, cancelled, postponed or materially affected by force majeure or by a venue or supplier decision connected with such circumstances, Freight Lounge may reschedule or relocate the event or carry the registration and amounts paid forward as a credit. Where a venue or supplier retains amounts for a replacement date, the Member is not entitled to an immediate cash refund from Freight Lounge. Any refund is limited to amounts that Freight Lounge actually recovers or is no longer required to pay, subject to mandatory law. This clause is separate from a cancellation by an individual Member.

9. Liability and Warranties

- 9.1** Freight Lounge facilitates a business network but does not act as a freight forwarder, carrier, financial guarantor, credit insurer, agent or contracting party in transactions between Members. Each Member must conduct its own due diligence and decide whether and on what credit terms it will trade.
- 9.2** Screening, references, admission and continued Membership do not guarantee a Member's solvency, reliability, regulatory compliance, performance or payment. Freight Lounge is not liable for a Member's acts or omissions, non-payment, insolvency or breach of a Member-to-Member agreement.
- 9.3** To the maximum extent permitted by law, Freight Lounge is not liable for indirect or consequential loss, loss of profit, revenue, business, opportunity, anticipated savings, goodwill, reputation or data arising from Membership, the platform, an event, third-party services or dealings between Members.
- 9.4** Where liability cannot lawfully be excluded, Freight Lounge's total aggregate liability arising from the same event or connected series of events is limited to the membership fees paid by the Member to Freight Lounge during the twelve months preceding the event giving rise to the claim, or, for a claim exclusively concerning a separately paid event, the event fee paid to Freight Lounge by that Member, whichever is higher.
- 9.5** The exclusions and limitations do not apply to liability that cannot be excluded under mandatory law or to loss caused by the wilful misconduct or deliberate recklessness of Freight Lounge's managing officers.
- 9.6** Member benefits, goods and services offered by third parties are supplied by those third parties. Freight Lounge is not liable for their acts, omissions or insolvency except to the extent mandatory law provides otherwise.

10. Competition Law

- 10.1** Members must comply with all applicable competition and antitrust laws. No Member may use Freight Lounge, its platform or an event to agree, coordinate or exchange competitively sensitive information concerning prices, surcharges, discounts, customers, markets, capacity, territories, tenders or other matters where doing so may restrict competition.
- 10.2** Informal understandings and exchanges of non-public competitively sensitive information may also breach competition law. A Member must stop an inappropriate discussion and notify Freight Lounge management where necessary.

11. Trade Sanctions and Legal Compliance

11.1 Each Member is responsible for complying with the sanctions, export-control, anti-boycott, anti-bribery and other trade laws applicable to its activities. Freight Lounge may suspend or terminate a Member where continued Membership would expose Freight Lounge or the network to a material legal or sanctions risk.

12. Governing Law

12.1 These Terms and any non-contractual obligations arising out of or in connection with them are governed by the laws of the Netherlands, without regard to conflict-of-laws rules.

13. Severance

13.1 If any provision is held to be invalid, illegal or unenforceable, it will be limited or severed to the minimum extent necessary. The remaining provisions remain in force.

14. Disputes and Arbitration

14.1 Before starting arbitration, a party must give written notice describing the dispute and allow thirty days for good-faith discussions, unless urgent interim relief is required.

14.2 Any dispute, controversy, difference or claim arising out of or relating to these Terms, including their existence, validity, interpretation, performance, breach or termination, or any dispute concerning non-contractual obligations arising out of or relating to them, shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted.

14.3 The law of the arbitration agreement is Hong Kong law. The seat of arbitration is Hong Kong. The tribunal consists of one arbitrator. The arbitration is conducted in English. A party may request urgent interim or conservatory relief from a competent court without waiving arbitration.

15. Amendment of Terms

15.1 Freight Lounge may amend these Terms. It will publish the amended version and notify Members electronically of material changes. Material changes will take effect on the date stated in the notice after a reasonable notice period, unless an earlier change is reasonably required by law, security, abuse prevention or an urgent operational risk. Freight Lounge will request express acceptance where required, including for a new or materially changed arbitration agreement.

16. Confidentiality and Proper use of Network Information

16.1 "Confidential Information" means all non-public information made available to or obtained by a Member through its membership of Freight Lounge B.V., including through the community platform, marketplace applications, member directory, meetings, events, communications and other services.

Confidential Information includes information concerning Members, representatives, applicants and references, including contact details, commercial interests, trade lanes and business requirements, as well as information concerning Freight Lounge B.V.'s business model, strategy, pricing, operations, systems, software, applications, suppliers, commercial arrangements, development plans and marketing or sales activities. It also includes information exchanged within restricted areas of the network and any information that is designated as confidential or that a reasonable business person would understand to be confidential.

Information shall not be considered Confidential Information where the Member can demonstrate that it is publicly available without breach of these Terms, was already lawfully known to the Member, was lawfully obtained from an independent third party without a confidentiality obligation or was independently developed without using Confidential Information.

16.2 A Member may use Confidential Information and Member contact details solely for legitimate participation, cooperation and business activities within the Freight Lounge network.

Without the prior written consent of Freight Lounge B.V., a Member shall not disclose, copy, export, publish, sell or transfer Confidential Information to any third party or provide it to another freight forwarding network, association, platform or any person connected with such an organisation.

Member contact details may not be used for unrelated marketing, data enrichment, database creation, recruitment into another network or any other purpose outside the legitimate activities of Freight Lounge. A Member shall not scrape, systematically download or reproduce information from the platform, directory, marketplace or other restricted systems, or use Confidential Information to compete with, replicate, circumvent or cause commercial or reputational harm to Freight Lounge B.V.

Access shall be limited to employees and authorised representatives who reasonably require the information for participation in the network. The Member remains responsible for their compliance with this clause and shall not enable any other person to use or disclose Confidential Information contrary to these Terms.

Where disclosure is strictly required by law, a competent authority or a binding court order, the Member shall, insofar as legally permitted, promptly inform Freight Lounge B.V., disclose only the minimum information required and reasonably cooperate in seeking appropriate protection.

Nothing in these Terms permits the disclosure of competitively sensitive information contrary to applicable competition or antitrust law.

16.3 Membership of another freight forwarding network or an occasional independent referral shall not by itself constitute a breach of these Terms.

However, without the prior written consent of Freight Lounge B.V., a Member shall not actively sell, market or promote a competing freight forwarding network, recruit or divert Members to another network, or use Freight Lounge meetings, events, systems, communications, information or Member relationships for that purpose.

A Member shall not participate in the management, coordination, administration or commercial development of a competing network, act as its founder, director, officer, manager, employee, sales representative, consultant or agent, or hold a direct or indirect controlling or material financial interest in it without prior written consent.

The Member shall promptly disclose any role, interest or activity that may reasonably create a conflict of interest. Freight Lounge B.V. may determine whether written consent, appropriate safeguards, suspension or termination are required.

16.4 A Member shall immediately inform Freight Lounge B.V. of any known loss, unauthorised access, disclosure or misuse of Confidential Information or Member contact details and shall reasonably cooperate in limiting and remedying the consequences.

Where Freight Lounge B.V. has reasonable grounds to suspect a breach, it may temporarily restrict access to relevant systems or suspend the membership while investigating the matter. Unless immediate action is reasonably necessary to protect Freight Lounge B.V., its Members, personal data or Confidential Information, the Member shall be informed of the suspected breach and given a reasonable opportunity to respond.

Where Freight Lounge B.V. reasonably determines that a material breach has occurred, it may suspend or terminate the membership, revoke access to systems, events and other services, require the return or permanent deletion of Confidential Information and seek injunctive relief, damages or any other remedy available under applicable law.

Suspension or termination does not release the Member from payment obligations already incurred and does not create an automatic right to reimbursement of membership fees, event fees or other amounts already paid, to the extent permitted by applicable law.

16.5 The obligations in this clause apply throughout the membership and continue for five years after its expiry or termination. Obligations relating to trade secrets remain in force for as long as the information

qualifies as a trade secret, and obligations concerning personal data continue for as long as required under applicable data-protection law.

17. Company Information

Company	Freight Lounge B.V.	Chamber of Commerce	68553323
Address	Prinses Beatrixstraat 7, 2983 TP Ridderkerk, The Netherlands	VAT number	NL857495021B01
Email	avs@freightlounge.com	Effective date	2 October 2026