

GENERAL CONTRACTING TERMS AND CONDITIONS FOR CARRIERS

Version updated as of September 19th, 2022

1. BACKGROUND INFORMATION

1.1. Ontruck identifying information

NINJATRUCK, S.L. (“**Ontruck**”) is a company incorporated in Spain, with tax ID no. B-98.732.290, whose registered address is Príncipe de Vergara, 109, 2ª Planta, 28002, Madrid. Ontruck is a Transport Operator and holds the transport card no. 12090434-1.

1.2. Purpose

These General Contracting Terms and Conditions (hereinafter, the “**T&Cs**” or the “**Contract**”) establish the legal framework of contracting of the Carriage Service (hereinafter, the “**Service**”) between the Carrier (as the effective carrier) and Ontruck (hereinafter, collectively, the “**Parties**”). The Service contracting is available via the website www.ontruck.com and/or the mobile application (the “**Website**” and the “**App**”, respectively and, jointly and indistinctly, the “**Platform**”). Both of the above is the sole property of Ontruck

1.3. Applicable binding law

The T&Cs govern the relationship between Ontruck and the Carrier, in accordance with the applicable domestic and international regulations. When the relationship between the Parties is governed by applicable law that is binding, the said law shall prevail over these T&Cs. In the event that the current obligation is not mandatory (the Parties may agree otherwise), these T&Cs shall prevail over any law that is not binding. Thus, Ontruck and the Carrier expressly agree to waive and/or agree in a different manner to the said non-binding law.

2. DEFINITIONS

In the T&Cs, the following terms shall have the meanings set out below:

“**User Registration Form**”: Online form to be filled in by the Carrier to register as a User. This form includes all of the documentation that Ontruck requires to register the User.

“**Shipper Order**” Online document to be filled in by the Effective Shipper to request the contracting of a Service.

“**Carriage Service**” or “**Service**”: The transport of the goods that the Effective Shipper contracts through the Platform, for the carriage and delivery thereof to the Consignee by the Carrier. The Service may consist of:

- **Simple Shipment**: Carriage from a single point of origin to a single destination.
- **Multi-route Shipment**: Carriage from (i) a single point of origin to one or more destinations and/or (ii) a single destination from one or more points of origin.

“**Transport Unit**”: Each distinct material unit of cargo that comprises the goods that are the subject of the Carriage Service, regardless of its volume, dimensions or contents.

“**Consignment or Remittance**”: Amount of the goods, packaging and means of the load delivered by the Effective Shipper that is the subject of the Carriage Service.

“**Effective Shipper**” or “**Shipper**” or “**Client**”: Natural person or legal entity that, within the framework of their professional activity, contracts the Carriage Service in the terms set out in the Shipper Order, through Ontruck's Platform.

“**Consignor**”: Natural person or legal entity that, within the framework of their professional activity and for the account of the Effective Shipper, delivers the goods to the Carrier at the point of origin indicated in the Shipper Order.

“Consignee”: Natural person or legal entity to whom/which the Carrier must deliver the goods at the destination stated in the Shipper Order.

“Carrier”: Natural person or legal entity that, within the framework of their professional activity, and using their own human and material resources, undertakes the obligation to perform the Service directly in accordance with the terms set out in the Shipper Order. For all intents and purposes, the Carrier shall always be the Effective Carrier.

“User”: Carriers or Effective Shippers duly registered in the Platform.

“Proof of Delivery” or **“POD”**: Document stating all of the conditions for the performance of the contracted Carriage Service, which must include, in any and all events, the minimum content as required by law.

“Control document”: Official document that is drafted in accordance with the provisions set out in the Ministerial Order EOM/2861/2012 of 13 December, regulating the official control document required for the performance of carriage of goods by road.

“Initial Price”: Amount payable by Ontruck to the Carrier for the material performance of the Service, in accordance with Ontruck's rates and terms and conditions in force at the time the Service is contracted.

“Final price”: Amount payable by Ontruck for the material performance of the Service, resulting from adding all of the expenses and extras that, where applicable, may arise during the performance thereof, to the Initial Price, in accordance with Ontruck's rates and conditions at the time of contracting the Service.

“Handling”: consists of transporting the goods from inside the vehicle to some point in the warehouse on the same floor or to lower or higher floors with respect to where they have been unloaded.

3. **“Stowage”**: refers to the proper placement, lashing, securing and distribution of the goods in the transport unit of the vehicle in question. **USER STATUS**

3.1. Record

To carry out a Carriage Service via the Platform, it is an essential prerequisite that the Carrier must first obtain the status of “User”, by formally registering in accordance with the parameters required by Ontruck at the time of filing its application to register.

For these purposes, it is necessary (i) to fill out the User Registration Form via the Website and (ii) provide Ontruck with all of the documentation that it requires, and (iii) its express consent to and acceptance of these T&Cs.

3.2. Registration and de-registration

Ontruck's authorisation is required for a Carrier to register as a User and Ontruck reserves the right to reject the registration of any Carrier, at its entire discretion, when it considers that the Carrier does not comply with the parameters and meet the conditions set forth in these T&Cs and/or in the applicable regulations. In any case, Ontruck may reject registration requests made fraudulently or in violation of any law, regulation or right. Ontruck may deregister any Carrier as a User without the need for advance notice, without giving any reason, and in any case, if it infringes these T&Cs, has acted in a way that shows that it has no intention or ability to comply with them. In any event, Ontruck may deregister as a User any Carrier that has not contracted any Service during a period of three (3) consecutive months.

3.3. User Name and Password

Once registered by Ontruck, the User will have a username and password for personal use that will give it access to the Platform. The User will be solely responsible for its name and password and will be liable for any harm or loss that may arise from its improper use, assignment, disclosure or loss.

3.4. User's Obligations

The User agrees to make appropriate use of the Platform and, by way of example, but without limitation, undertakes not to engage in the following behaviours:

(i) Impersonate identities, provide false information or that belonging to another person in the course of its registration or in its user profile, (ii) attempt to access and, where applicable, use the account of another User and modify its content, (iii) collect information about a User without its consent, (iv) publish, advertise, upload or transport articles that breach the provisions of this Contractual Agreement, (v) perform any act that could harm, directly or indirectly, Ontruck or another User, (vi) suppress, circumvent, or manipulate the security measures implemented by Ontruck, (vii) distribute viruses or other technologies that may harm Ontruck, (viii) engage in activities that are unlawful or contrary to good faith and public order.

In the event of carrying out any of the aforementioned activities, the Carrier undertakes to compensate all damages (including direct damages and loss of profits) caused to both the Shipper and Ontruck, releasing the latter from any liability.

4. SCOPE OF PERFORMANCE OF THE CARRIAGE SERVICE

4.1. Ontruck: Transport Operator

Ontruck is a Transport Operator whose activity is the intermediation in the contracting of goods carriage, acting as an intermediary organisation between Shippers and the Carriers. the Carrier declares that it is aware and agrees that (i) Ontruck is not aware of the goods that are the subject of the Service, (ii) Ontruck is at no time in possession of them unless, due to the characteristics of the Service, the goods may be stored in its own warehouses. and (iii) the terms of liability in the provision of the Service will be as set out in these T&Cs.

In any case, the storage of the goods by the Carrier in the warehouses at its disposal shall always be carried out with the prior express acceptance of Ontruck.

4.2. Procedure for the performance of the Carriage Service

The contracting procedure and subsequent performance of the Carriage Service consist in:

(i) the completion of the Loading Order by the Shipper, (ii) the acceptance of the Carriage Service by the Carrier and (iii) the material performance of the Carriage Service by the Carrier, all in accordance with the T&Cs.

4.2.1. Shipper Order

The contracting process begins when the Shipper fills in the Shipper Order on the Platform with all the necessary specifications for the performance of the Service.

4.2.2. Acceptance by the Carrier

Once the Shipper Order has been formalised and accepted by Ontruck, the Carriers registered on the Platform may accept the Service. Nevertheless, in exceptional cases and in order to meet the specific needs of the Service, Ontruck may directly offer the Service, before it is posted on the Platform, to registered Carriers that have previously demonstrated a high level of quality in the provision of their services.

The Carrier reserves the right to accept or reject any Carriage Service, at its entire discretion. Acceptance of a Carriage Service by the Carrier entails the acceptance by the Carrier of: (i) these T&Cs undertaking all the obligations derived from them, (ii) the specifications of the Service and the corresponding responsibility according to the vehicle used for its performance, (iii) the Initial Price that it will receive for the Service and to which The extra fees that may apply in each case will be added (Annex I), and (iv) the issuance by Ontruck of the corresponding invoice made out to it (clause 7.3.). In the exceptional event that the Carrier requests the contracting of a Service through a medium other than the Platform (by telephone, email or any other medium that provides a verifiable record), the provision of the Service will be carried out in accordance with the Ontruck T&Cs in force from time to time, which will have been accepted by the Carrier when registering on the Platform.

4.2.3. Performance of the Carriage Service

Obligations of the Carrier:

By way of example, but without limitation, the Carrier's main obligations in respect of the Carriage Service are:

(i) Vehicle availability: The Carrier must make the vehicle available to the Shipper, in any case with enough time to be loaded, at the point of origin and according to the times specified in the Shipper Order. Likewise, where applicable, the vehicle must be available up to the maximum time specified in Annex I.

(ii) Loading and unloading, stowage: If expressly stated in the Shipper Order prior to the start of the transport service, the loading and/or unloading, as well as the stowage of the goods to and from the vehicle shall be borne by and the responsibility of the Carrier. Likewise, if the Shipper Order provides for the obligation of the Carrier to have *transpalet/ hand pallet* and the Carrier is unable to comply with this obligation, it must be notified to Ontruck before starting the Transport Service, otherwise the Carrier will be liable for any consequences arising from this fact. In any event, should there be any delays and/or standstills, the Carrier will have to wait up to the maximum time specified in Annex 1 for each case.

(iii) Signing and handover of documents of carriage at the point of origin: At the moment the Carrier collects the goods at the point of origin, the Shipper or the Consignor, where appropriate, shall sign and deliver a physical copy of the Transport Documents to the Carrier, thus considering the merchandise delivered as per the terms agreed. In turn, the Carrier shall sign the relevant Control Document on the Platform. In the event that the goods actually loaded do not match the details of the Service stated in the Shipper Order, the Carrier must notify Ontruck so that it can rectify the Control Document accordingly, the Carrier being liable for any and all damages arising from a failure to communicate such a circumstance to Ontruck.

(iv) Delivery: The Carrier must deliver the goods to the Shipper or the Consignee, where appropriate, at the destination indicated in the Shipper Order.

(v) Signing and handover of documents of carriage at the destination: At the time of delivery of the goods by the Carrier at the destination, the Shipper or the Consignee, as appropriate, shall sign the transport documents, considering the goods delivered as per the terms agreed.

(vi) Logging the Carriage Service performance milestones in the App: The Carrier undertakes to register, through the App and in a complementary manner to any other means of communication of those indicated above, each and every one of the milestones in the performance of the Carriage Service that are required by the App at any time.

4.2.4. Recurring Routes

In the event that Ontruck enables the option of selecting recurring routes (that is, allowing the Carrier to contract a specific Carriage Service for various periods or moments in time), the T&Cs that currently in force at any given time will apply.

5. DOCUMENTS OF CARRIAGE

5.1. Proof of Delivery

Ontruck will require a Proof of Delivery for each Carriage Service, which will be issued in three (3) original physical copies to be signed by the Shipper or Consignor, the Carrier and the Consignee. Notwithstanding the foregoing, Ontruck may require the issuance of the POD in digital format via the Platform. The Carrier shall be liable for any harm or loss arising from any inaccuracy in inadequacy of the data that should be included in the POD.

Under no circumstances shall the lack or inadequacy of any POD render this Contract ineffective, null or void.

The POD must include all the references required by law and, as a minimum, the information detailed in article 10 of Law 15/2009, of 11 November, on the contracting of land transport of goods in Domestic Services.

5.2. Sending and retaining Documents of Carriage

The Carrier undertakes to physically retain the original Transport Documents for a period of time not less than ten (10) years and, if requested by Ontruck, make them available within a period of not more than ten (10) calendar days from the request, the Shipper bearing any postage and packaging costs that may arise.

Notwithstanding the foregoing, it is an essential obligation of the Carrier, under this Contractual Agreement, to provide Ontruck with copies of the relevant Transport Documents, so that they can be made available electronically via the Platform immediately after delivery of the goods. Failure to deliver them or delivery them in illegible condition within a period of forty-eight (48) hours entitle Ontruck not to pay the invoices that it may have outstanding to the Carrier, either for the Carriage Service in question or by any other Service performed by the Carrier through the Platform, until the effective delivery of said documentation to Ontruck.

6. THE CARRIER AND THE CARRIAGE SERVICE

6.1. REPRESENTATIONS AND WARRANTIES

By agreeing to perform the Carriage Service, the Carrier expressly warrants to Ontruck that:

- (i) He/she is of legal age and has the legal capacity and sufficient powers to perform the Carriage Service.
- (ii) He/she is acting on behalf of and representing a legal entity, or as a Self-Employed Worker in accordance with the terms of the Law 20/2007, of 11 July, on the Self-Employed Workers' Statute). Ontruck reserves the right to require any verifiable documentation that proves the above (i.e. powers of representation), in which case, the Carrier may only continue to be a User in the Platform if it provides said documentation.
- (iii) He/she is the owner of a company specially conceived and equipped for the material and effective haulage of goods by road for third parties and that he/she has his/her own human and material resources, has one or more suitable self-propelled vehicles. In particular, that each and every one of the vehicles and his/her employees possess all the authorisations required by applicable law and regulations in force, bearing liability for any and all damages arising from the foregoing.
- (iv) If the Carrier acts as a Self-Employed Worker, that it meets all the requirements stipulated in article 1.3 g) of the Workers' Statute.
- (v) Uses a suitable vehicle for the type and circumstances of the Carriage Service that it has to perform, in accordance with the information on the Shipper Form, its experience and the applicable current regulations.
- (vi) It possesses all the licences, permits, registrations, authorisations, and capability in accordance with applicable domestic law to carry out the overland goods carriage services. Likewise, it is familiar with the specifications provided by the Shipper and the requirements for the performance of the Service. It is compliant with all applicable domestic and international laws in respect of the provision of carriage services.
- (vii) It complies with all applicable national law relating to the provision of Carriage Services.
- (viii) It undertakes to abide by and comply with all applicable regulations with regard to traffic, powered vehicular circulation and road safety. It is expressly stated that, in accordance with article 18 of the General Traffic Regulations, the consequences arising from any violation and/or infringement thereof are the sole and exclusive responsibility of the Carrier, bearing, in any event, any penalties and / or consequences of a civil, economic, criminal, public administrative nature and of any kind that may arise from its malpractice, lack of professionalism, distraction or negligence in driving the vehicle during the performance of the Carriage Service.
- (ix) The Carrier undertakes not to sign any document (both at the point of origin and destination) that would entail the assumption, on its part (or on Ontruck's part) of responsibilities in relation to the loading, unloading, stowage and stevedoring of the goods (if this is not its obligation), and shall be liable to Ontruck for any and all damages arising from the breach of such obligation.

6.2. Insurance

6.2.1. Civil Liability

The Carrier shall sign and keep fully valid, with an insurer of recognized solvency, sufficient civil liability insurance according to the characteristics of the Shipment(s) and the vehicle(s) used to cover the possible liabilities arising from the provision of the Carriage Service or the use of the Platform and with the minimum limit that, where appropriate, is agreed between Ontruck and the Carrier.

6.2.2. Mandatory insurance

In any event, the Carrier must have taken out and shall keep fully in force, from the acceptance of the Shipper Order and until the complete performance of the Service, all insurance that is mandatory in accordance with the law in force at any given time and at all times (such as the compulsory motor vehicle liability insurance), sufficient to cover claims that may arise as a result of material damage and/or physical injury caused to Ontruck and/or third parties, arising from the provision of the Carriage Service.

6.2.3. Goods carriage insurance

Ontruck reserves the right to require the Carrier, for any Service or Shipment, to take out specific damage insurance with standard coverages from the transport sector, as it expressly and, and its sole discretion, deems necessary.

The Carrier shall make available to Ontruck, prior to the execution of the Service or at any time thereafter upon request by Ontruck, the complete insurance policy and the receipt or bank receipt evidencing payment thereof. The lack of proof of the insurance policy and its payment by the Carrier shall entitle Ontruck to assign the Shipper Order, at any time, to another Carrier.

6.2.4. Breach

Failure to comply with the obligation of taking out and maintaining the insurance policies by the Carrier constitutes a serious breach of the Carrier's obligations that will empower Ontruck to delete its User account, without the Carrier being entitled to any compensation and without prejudice to Ontruck's right to claim damages from the Carrier compensation for the harm and loss that Ontruck may have suffered as a result of the aforementioned breach.

6.3. Transport Licence

The Carrier must hold a Transport Licence and may not accept the performance of a Carriage Service if its authorisation for the overland transport of goods or that of its employees or vehicles is not up to date, has expired or has not been approved by the relevant deadline, or if it receives a negative security assessment from any authority with oversight powers over its operations. For the performance of a National Service, the Carrier must hold a national transport licence.

The Carrier shall make available to Ontruck, prior to the execution of the Service or at any time thereafter upon request by Ontruck, the Transport Licence corresponding to the transport authorisation. However, the Carrier shall notify Ontruck immediately if it does not fulfil the terms set out in the previous paragraph. In the event that it does not do so and performs Carriage Services without the relevant Transport's Licence, Ontruck will cancel its User account and the Carrier must compensate Ontruck for any harm or loss that the foregoing may cause.

6.4. Vehicle/Equipment

The Carrier shall provide the Carriage Service with its own vehicles/equipment, and will pay all expenses related to the use, operation or maintenance thereof (including fines, penalties, taxes, official and professional fees).

The said equipment and vehicles shall be suitable for the type and circumstances of the relevant Carriage Service that it must perform, and for access and circulation through the places in which the loading and unloading must be carried out. When the Carriage Service must be carried out by means of vehicles specially equipped to control the temperature, air humidity or other ambient conditions, the Carrier will be responsible for the optimal and suitable conservation of the goods and must take all the measures incumbent thereon in relation to with the choice, maintenance and use of the vehicle features

In any case, all the means used by the Carrier (or its employees) must comply with all applicable regulatory standards, tests, requirements, licenses, documents, permits and quality records (including, but not limited to):

- Technical Vehicle Inspection (“ITV” or equivalent).
- Driving Licence, for the tractor and trailer, if applicable.
- Technical Data Sheet, for the tractor and trailer, if applicable.
- Transport License associated with the vehicle.

The Carrier shall be solely responsible for maintaining the documentation and authorisations according with the applicable regulations and shall be liable for any damage resulting from non-compliance.

6.5. Employees and services

The Carrier will provide the Carriage Service with its own personal means and, for this purpose, will allocate the work equipment for each Carriage Service based on the details provided by the Shipper in the Shipper Form.

In this regard, the Carrier expressly states that:

(i) In the event that it employs workers, the Carrier warrants that they are employed by it, maintaining the corresponding employment relations with them, with no relationship whatsoever between them and Ontruck. The Carrier shall comply with all applicable law and regulations (in particular, with the obligations related to the payment of wages and salaries, insurance, and hours of work).

(ii) In the event that the Carrier employs workers, it warrants that they hold all the requisite permits and authorisation to carry out the Carriage Service and drive the relevant vehicles. In any case, the driver of the vehicle, be it the Carrier or his employees, has the legally required training and licenses in his name and, specifically, by way of example, but no limited to:

- Driving licence in accordance with the characteristics of the vehicle used to carry out the Service.
- Certificate of professional aptitude for the transport of goods by road (“CAP” or equivalent).
- Driver’s card or Digital Tachograph Card.
- Certificate of training in Occupational Risk Prevention in the transport of goods by road.

The Carrier shall bear the cost of any harm or loss that is suffered by Ontruck or by third parties due to the lack of the aforesaid. The Carrier is solely liable for all actions and omissions of its employees to Ontruck and to third parties.

(iii) It will be solely responsible for the actions and omissions of its employees with regard to Ontruck and third parties.

(iv) In the case of a Self-Employed Carrier, they declare that they do not meet the requirements set out in the Law 20/2007, of the Self-Employed Worker's Statute to be considered an Economically Dependent Self-Employed Worker (“**TRADE**”, in its Spanish initials), and expressly state that they have other remuneration from their other occupations, that they have an infrastructure and their own work materials, working according to their own organisational criteria, and assuming the risk of their activity.

(v) The Carrier may not, in any event and under any circumstances, subcontract the Carriage Service to third parties. Failure to comply with this provision shall constitute a serious breach of this Contractual Agreement and will empower Ontruck to terminate it and delete its User account, without the Carrier being entitled to any compensation and without prejudice to Ontruck's right to claim damages from the Carrier for the harm and loss that Ontruck may have suffered because of the aforementioned breach.

Likewise, and merely for the purposes of clarification, the Parties expressly state that the relationship between the Carrier and Ontruck may never be construed as an employment relationship. Ontruck and the Carrier are independent companies from each other. This independence shall not be altered in any way by this Contractual Agreement, which does not create any relationship of association nor of a corporate, employment or similar kind between them. Likewise, and for the avoidance of doubt of any kind, if the Carrier is a self-employed worker, the Carrier meets the requirements stipulated by art. 1.3.g) of the

Workers' Statute and that, therefore, the relationship between the Carrier and Ontruck is excluded from the scope of employment.

6.6. Obligations in respect of the Carriage Service

The Carrier states and warrants that it has the sufficient capacity, know-how and experience to perform the Carriage Service in a satisfactory manner, directing, coordinating, and controlling on a personal basis the provision of the Carriage Service and expressly undertakes the responsibility arising from the foregoing and for the correct performance of the Carriage Service provided under this Contractual Agreement.

In consideration of the foregoing and, by way of example but without limitation, the Carrier expressly states and warrants that it undertakes to:

(i) Not to transport the following hazardous goods: Items that are contraband or that are illegal, dangerous, radioactive, harmful or offensive, items regulated by the European Agreement on the International Transport of Dangerous Goods by Road ("ADR"), live animals, aggregate, including stones, minerals, earth and any material from quarries, tanks, cranes, as well as any other goods that may be classified as hazardous due to their nature, due to the precautions that must be taken for their carriage, or, where applicable, due to the legal regulations that apply.

(ii) Load and/or unload, as well as stowage the goods object of the transport service, with the due diligence of a good professional. In the event that the Shipper expressly requests it and the Carrier agrees to do so, bearing the responsibility for the foregoing.

(iii) Fill in the POD, delivery note and/or control document, bearing liability for any inaccuracy or inadequacy of the information contained therein, in addition to any consequences that arise from the loss or misuse of the said documents.

(iv) Check the apparent state of the goods and their packaging, and, when the nature or circumstances thereof make it advisable, verify that the goods do not constitute a hazard nor an illicit or illegal cargo and that they are properly labelled. If this is not the case, the Carrier must make a note of the defects and reservations in the POD and/or evidentiary document. The Carrier bears full responsibility for any lack, absence or inaccuracy of these reservations in the event that they were not stated and should have been, or for any claims, consequences and/or damages that may arise due to its lack of diligence in the verification of the suitability thereof.

In any event, the Carrier may reject shipments that are poorly packaged or identified for transport, that are not accompanied by the necessary documentation, or whose nature or characteristics are not consistent with those declared by the Shipper and must immediately inform Ontruck. The Carrier may also accept the items on condition of the acceptance of the reservations that it proposes to make in the POD and / or supporting document, stating the defects observed. Store and preserve the goods transported from the moment they are received at the point of origin until they are delivered to their destination. If the carriage of the goods cannot be carried out under the specified conditions for duly justified reasons, the Carrier will notify Ontruck, which will indicate the instructions to follow, including, at Ontruck's discretion, the return of the goods to their place of origin, their deposit in a secure warehouse or taking them to their destination subject to different conditions. All expenses and losses arising from this situation shall be borne by the Shipper.

In addition, the Carrier:

(i) The Carrier acknowledges that under no circumstances nor at any time during the delivery will Ontruck be in possession of the goods, except in those cases in which, for the best optimisation of the Service, it is necessary to store the Goods in its warehouses in accordance with these T&C. The Carrier may not store the Goods in its own warehouses as a rule, except with the prior express acceptance of Ontruck. In any case, the warehouse in which the Goods are stored must be guarded, have sufficient security measures (anti-theft/ anti-fire) and must have warehouse insurance.

(ii) The Carrier guarantees that it will deliver the goods in the same conditions in which they were delivered, at the place and at the times indicated in the Shipper Order.

(iii) The Carrier undertakes not to transport illegal, prohibited, or hazardous goods, all of the foregoing to be interpreted in their broadest terms.

(iv) The Carrier undertakes not to exercise its right of deposit on the goods without having previously informed Ontruck, which shall give Ontruck instructions in this regard within a maximum period of 12 hours after the Carrier has given notice of the impediment. The Carrier guarantees that it will carry out Ontruck's instructions for the proper completion of the operation, returning the goods to their place of origin, depositing them in a secure warehouse previously indicated by Ontruck, or taking them to a different destination point.

6.7. Liability

The Carrier shall be solely responsible for the Carriage Services provided under this Contractual Agreement, bearing any damages, for any reason, arising from it, to Ontruck and to third parties. The Carrier's liability shall consist of the total amount of said loss, harm, cost, or other liability, regardless of the limits of its insurance policies, without application of the legal liability regime

For the sake of clarification, the Carrier's liability includes, but is not limited to, material damage, total or partial loss of the goods, delays, personal injuries (own and third parties), consequences of the carriage of prohibited goods and death (including, but not limited, to liabilities related to its property and its employees).

The Carrier agrees to defend, indemnify and hold harmless and/or release Ontruck (and its directors, employees and agents) from any claim, demand, loss, damage, expense and liability, including costs and lawyers' fees, arising from of the Carrier's acts or omissions, or of its agents, employees or assistants, in respect of any item related to the contracting of the Carriage Service, the breach of this Contractual Agreement or the violation of the applicable Laws or regulations, as well as the use of the App, waiving any actions against Ontruck for these items.

6.8. Collection of payment for the Carriage Service

Ontruck will pay the Carrier the Price in respect of the Carriage Service in accordance with the provisions of Clause 7 below and the Carrier shall claim collection thereof solely from Ontruck. The Carrier expressly acknowledges and agrees that its sole recourse in the event of default by Ontruck shall be Ontruck, and that under no circumstance may it claim against the Shipper, Consignor or Consignee or their customers, waiving under this Contractual Agreement any actions in this regard. Likewise, the Carrier expressly waives any lien on the goods that comprise the Carriage Service.

6.9. No solicitation

The Carrier undertakes not to contact any User, whether it be the Shipper, Consignor, Consignee or their customers who have logged onto the Platform to request, accept or reserve shipments for at least the following twenty-four (24) months from the last Carriage Service accepted through Ontruck for said User.

The foregoing is without prejudice to the fact that none of the Carriage Services is understood to be provided by the Carrier to Ontruck on an exclusive basis, so that the Carrier may offer the same type of services to third parties other than Ontruck.

6.10. Identification

Within the scope of the performance of the Carriage Services, the Carrier undertakes to identify itself to the Shipper as an Ontruck User and it may display the Ontruck logo on the tailgate and sides of the vehicle together, where appropriate, with their own logo, at all times in the way indicated by Ontruck and without this entailing, in any event, neither a license nor assignment of use of said brand or logo to the Carrier, nor the existence of any type of employment relationship between Ontruck and the carrier.

7. PRICE

7.1. Initial Price

The Initial Price for each Carriage Service shall be quoted by Ontruck via the Platform at the moment of filling in the Shipper Order. The initial price shall be fixed and unchangeable and shall not be subject to any review or modification except with a prior written agreement between Ontruck and the Shipper, and with the exceptions set out in these T&Cs.

The Initial Price will be calculated by Ontruck according to the specifications of the Service, such as the nature, size and quantity of the goods, route, etc., in accordance with the rates in force at the time the Service is contracted. The Initial Price will be accepted, for all intents and purposes, by the Carrier at the moment in which it accepts the performance of the Carriage Service through the Platform (or by any other means previously accepted by Ontruck, such as receipt via e-mail of the Shipper Order by the Carrier).

7.2. Final Price

Any incidents and expenses that may arise during the performance of the Service are added to the Initial Price, so that the Extras set out in Annex I are added to the said price accepted beforehand by the Carrier.

7.3. Invoicing

7.3.1. Issuing of invoice

Under the provisions of article 5 of Royal Decree 1619/2012, of 30 November, enacting the Regulations that regulate invoicing obligations (the "**Invoicing Regulations**"), the Carrier, prior to the performance of the Carriage Service, expressly authorises and entrusts Ontruck to physically issue the relevant invoices for all operations related to the Carriage Services, which will be issued in the name and on behalf of the Carrier that has performed each of the Carriage Services that are documented therein.

Likewise, the Carrier expressly consents to the invoice being issued electronically, in accordance with the provisions of article 9 of Royal Decree 1619/2012, of 30 November, which approves the Regulation that regulates billing obligations. If the Carrier wishes to have the invoice issued in hard copy and sent to it, it must request this expressly in writing from Ontruck.

All of the foregoing is without prejudice to the fact that the responsible party for the fulfilment of all of the obligations in respect of billing set out in the current regulations and, in particular, in the terms set out in the Billing Regulations is, in any event, the Carrier.

7.3.2. Term

In Domestic services Ontruck will send the Carrier in the first five (5) days of the month following the one in which the Carriage Service has been carried out a comprehensive pro-forma invoice in respect thereof. Once this period has elapsed and the Carrier has not reported any issue, its agreement will be understood to have been granted and the final invoice will be issued and a copy will be sent to the Carrier.

7.3. Means of Payment

Ontruck will pay the Carrier by bank transfer to the current account stipulated by the latter. The Final Price for each Carriage Service shall be stated in the invoice issued by Ontruck at the end of the month in which the Carriage Service was performed. Once the invoice has been issued, for its validation, it will be verified that the Carrier has provided Ontruck with all the documentation required in these T&Cs, in particular the POD and the Control Document. The amount will be paid by Ontruck within thirty (30) days from the validation of the invoice, provided that the Carrier has not raised any exceptions to the proforma invoice.

The Carrier will not be entitled to receive any other additional charges other than said fees, except those agreed in writing between Ontruck and the Carrier.

7.4. Lien

The Carrier expressly acknowledges and agrees that in the cases in which the Carrier has not provided all the documentation required by Ontruck (i.e. certificates, authorisations, insurance, etc.) before the end of the month in which a Carriage Service is performed or this is not current and in force, Ontruck will have the power to provisionally withhold the payment of the amounts actually owed to the Carrier (arising from

that Carriage Service or any other service provided through the Platform) until the said current documentation, which must be in order, is provided.

Likewise, Ontruck will have this temporary lien in the event that the Carrier has not sent Ontruck a copy of the POD and/or control document in the terms set out in this Contract (in respect of any of the Carriage Services that the Carrier has made through the Platform) until the effective delivery of these documents to Ontruck.

8. CLAIMS AND RESPONSIBILITIES

8.1. Claims

In the event that the Shipper or any third party submits any claim to Ontruck (such as claims arising from loss or damage to goods, delayed performance or any other incident that affects the Carriage Service), whether or not these are covered by the relevant insurance, Ontruck will notify the Carrier, who must pay Ontruck the amount of the claim within five (5) days of receipt by the Carrier of said notice and, in any case, before of the end of the current month.

In this regard, Ontruck has the right to offset the amounts arising from said claims with the sums that are still outstanding in respect of any of the Carriage Services that the Carrier has performed through the App and that are unpaid at that time. In the event of this set-off, the Carrier expressly states that it waives direct action for any claim of payment against the Shipper.

Notwithstanding the foregoing, the Carrier is obliged to inform Ontruck as soon as possible of any circumstance that during the provision of the Transport Service has caused or could have caused damage to the goods. Likewise, the Carrier shall inform Ontruck immediately of any other incident that may have caused damage to third parties. In any case, the Carrier shall cooperate fully with Ontruck in the clarification of the damage and in the compensation of the damage caused during the performance of the Service. By way of example but not limitation, the Carrier undertakes to provide Ontruck, within a maximum period of 72 hours from Ontruck's request, with all the necessary documentation in relation to the incident in question: insurance policy, certificate of damage or certificate of examination, transport documents, delivery note, report or statement issued by the competent authority or any other document that may provide details of the dispatch or circumstances of the incident.

The Carrier expressly declares that it is aware and accepts that Ontruck may claim hidden damage to the goods within thirty (30) days of the execution of the Service, and the Carrier waives the seven (7) day period provided for by law.

8.2. Ontruck's Liability

Any liability of Ontruck in relation to the provisions of this Contractual Agreement will be limited to direct damages suffered by Carriers, expressly excluding loss of earnings and indirect damages and will be limited to the minimum amount allowed by the applicable regulations.

9. DURATION AND TERMINATION OF THE CONTRACT

The Contract shall remain in effect from the acceptance by the Carrier of the performance of a certain Carriage Service, until the performance in full thereof (that is, the delivery of the goods to the Consignee).

Notwithstanding the foregoing, the obligations arising from the status of User shall remain effective until the Carrier is no longer a User or Ontruck deregisters it from the Platform (from which time the Carrier shall not have the right to access or use its account).

10. PROTECTION OF PERSONAL DATA

All of the relevant information regarding how we use Users' personal data is to be found in the Privacy Policy, available at all times for your reference on our Website and in the App, which is accepted by the User when registering with the Platform.

By using the Platform, the Carrier consents to the processing of their personal data and declares that all information or data that they supply to use are truthful and consistent with the facts. In addition, by

providing us with the contact details, the Carrier grants their consent to Ontruck to use the said data to contact them.

Data will also be processed in a lawful, fair, transparent, adequate, relevant, limited, accurate and up-to-date manner. For this reason, Ontruck undertakes to adopt all reasonable technical and security measures to ensure that the data is deleted or rectified without delay when it is inaccurate or untrue.

In accordance with data protection regulations, you may exercise your rights of access, rectification, limitation of processing, suppression, portability and opposition to the processing of your personal data, as well as waive the consent given for the processing of the same, the request should be sent to the following e-mail address privacy@ontruck.com.

10.1. Geolocation

The Carrier expressly accepts that Ontruck will monitor its situation during the performance of the relevant Carriage Service by recording data on its actual and/or approximate location through the use of GPS geolocation systems built into its mobile devices.

The Carrier expressly consents to the recording of location data, which may be done while the Carrier is using the Ontruck Platform, and its approximate location may also be recorded, even if the user is not using the Platform in order to optimise the offer of freight and improve and personalise the Carriage Services for the User.

In this regard, Ontruck may use different technologies to determine the location, such as the identification of the IP address, the GPS system and the use of other sensors that the Carrier may provide to Ontruck (for example, information on nearby devices, Wi-Fi access and mobile phone antennas). Ontruck will never use this geolocation technology for purposes other than those for which it is intended.

The Carrier will know at all times that there are mobile applications, including Ontruck's, that they are recording its location data when the geolocation pilot located at the top of the screen of its mobile device is activated, which will remain active during the whole time its situation is being recorded. At any time, the Carrier may decide to disconnect from the location data recording by disconnecting the GPS system of its mobile device, which shall have no impact on the use of the Platform.

In the event that the Carrier is a legal entity, it expressly undertakes to communicate and instruct its employees/ wage earners/associates to use the Ontruck application through mobile devices owned by the company of the Ontruck Data Policy. Likewise, it is obliged to obtain their consent when so determined by current data protection law.

In particular, the Carrier has a duty to provide them with the pertinent information about the recording by Ontruck of the location data of the mobile device(s) when loading in accordance with the provisions of the personal data protection regulations in force, with which the Carrier undertakes to comply in full. The mere use of the Platform by the User legal entity, directly or indirectly, entails the acceptance of this obligation thereby. The legal entity Carrier shall be liable for any claim or lawsuit that may be filed by its employees or associates that are involved in the collection of personal and/or location data by Ontruck and/or in the breach by the User of its obligations to information on the processing of personal data.

Ontruck complies with data protection regulations and applies all necessary measures to carry out the purposes described with the maximum diligence established.

11. CONFIDENTIAL INFORMATION

The Carrier undertakes to keep secret, even after the termination of the Carriage Service, all confidential information that it may have obtained during the performance thereof. For these purposes, confidential Information, by way of example and without limitation, means any information of a business, technical, organisational or any other kind, of Ontruck, that the latter may provide for the performance of the Carriage Service. The Carrier will be responsible for enforcing said confidentiality obligation on its employees, assistants and/or dependants, bearing responsibility as its own for any breach thereby.

Furthermore, in the event that the Carrier, within the framework of the performance of the Carriage Service, has access to the personal data of Shippers that are necessary to perform it, the Carrier undertakes to:

(i) Use the personal data to which it has access solely and exclusively to fulfil its obligations to Ontruck and to perform the Carriage Service.

(ii) Implement and adopt whatever security measures are necessary to ensure the confidentiality, secrecy and integrity of the personal data to which it has access, as well as to adopt in the future whatever security measures are required by the laws and regulations intended to preserve secrecy, confidentiality and integrity in the automated processing of personal data.

(iii) Not to transfer to any third parties under any circumstances the personal data to which it has access, not even for the purpose of retention.

The duration of the confidentiality obligations set out in these general conditions shall be indefinite, and shall remain in force after the conclusion, for any reason, of the relationship between the Carrier and Ontruck.

The Carrier shall indemnify and hold harmless Ontruck against any claim or sanction that may be filed or imposed on Ontruck, in the event of breach by the Carrier of the obligations set out in this clause.

12. MISCELLANEOUS

12.1. Intellectual property

The industrial and intellectual property rights owned by Ontruck in respect of data, images, texts, or any other material or content that is transmitted, stored or published through the Platform, are and will continue to be Ontruck's property. In the same way, the Carrier states that it is aware and agrees that the Platform is the exclusive property of Ontruck and that, accordingly, Ontruck holds sole ownership of all the rights of any kind of industrial and intellectual property related thereto.

Ontruck acknowledges that the ownership of the name or title of the Carrier, and all the distinctive signs with which its products or services are distinguished in the market, belong and will continue to belong to the Carrier.

12.2. Amendments

Ontruck reserves the right, at any time and unilaterally, to modify, extend, suspend, or interrupt the service provided through the Platform or any part thereof, with or without prior notice. Likewise, Ontruck reserves the right to amend these T&Cs.

The User accepts that Ontruck will not be liable to it or to any third party for the above.

In compliance with the regulations currently in force, Ontruck offers information on all its services, their characteristics and prices. However, Ontruck reserves the right to withdraw, replace or change the services offered through its Platform, by simply changing their content.

12.3. Notifications

All communications and notices that must be made to Ontruck pursuant to this Contractual Agreement, or that are related to it, must be made in writing, by postal or electronic mail, from the addresses indicated by the Carrier in the User Registration Form. leaving, in any event, proof that they have been sent and received.

12.4. Waiver

The lack of a demand on the part of Ontruck for the strict compliance by the Carrier of any of the obligations undertaken in this Contract, or the lack of exercise by Ontruck of the rights or actions that it may be entitled to under this Contract, shall not entail any waiver or limitation in relation to said rights or actions, nor shall it release the Carrier from the obligation to fulfil such obligations.

No waiver by Ontruck of any right or action will take effect unless it is expressly formalised and communicated to the Carrier in writing.

12.5. Severability in the event of partial nullity

If any of the clauses included in these T&Cs are declared null and void by a final judgement issued by a competent authority, the remaining clauses will remain in force, without being affected by such a declaration of nullity.

12.6. Priority Language

The whole text of this Contract, as well as the Annexe, have been written in Spanish and English, both versions being deemed authentic, but for legal purposes the text in Spanish is to be given priority of interpretation.

12.7. Applicable law

This Contractual Agreement is governed by its own clauses and where not covered therein, by the laws of Spain that apply throughout the national territory.

12.8. Jurisdiction

The Parties agree to submit any and all litigious issues arising from or related to this Contractual Agreement or the use the Platform to the Spanish Courts and Tribunals of the city of Madrid, with express waiver to their own forum, if another forum applies to either of them.

The parties expressly waive submitting any dispute to the Transport Arbitration Boards, set forth in articles 37 and 38 of Law 16/1987, on the regulation of land transport and other provisions in force that may apply.

ANNEX 1 - EXTRAS TO THE INITIAL PRICE

1. STANDSTILLS OR DELAYS IN THE GOODS LOADING AND/OR UNLOADING PROCESS

No. of pallets	Maximum Time	Extra (without VAT)
1 - 6 pallets or < 1500kg	From the first hour of stoppage and with a maximum daily indemnity of ten (10) hours.	Amount equivalent to twice (2 times) the daily/hourly IPREM ¹ by fraction of stoppage.
7 - 14 pallets or < 3500kg		
15- 21 pallets or < 10000kg		
22 - 33 pallets or < 24000kg		

Stoppage Extra Days	Extra amount to be paid (excluding VAT)
Second day of stoppage	Equivalent amount for the first day increased by twenty-five (25%) percent.
Third day of stoppage and following days	Equivalent amount for the first day increased by fifty (50%) percent.

Notwithstanding the above, the Carrier shall comply with Ontruck's orders in relation to how long it must be at standstill (which, at most, shall be the time indicated), in order to guarantee the correct provision of the Service.

Notwithstanding the foregoing, in the event that the Carrier does not have enough capacity in the tachograph card, the above limits will not be applicable, and the Carrier may desist from the performance of the Carriage Service, and no compensation shall be payable in favour of the Shipper in respect thereof.

For the purpose of calculating standstill time, the record to be followed will be the times logged in the Carrier's App. The start and end times that will be taken into account as the deadline for the start of loading and unloading tasks, as the case may be, shall be the times indicated by the Shipper when placing the Shipper Order (i.e., if the Carrier arrives at the loading point at 9:30 am but loading start time indicated by the Shipper is 10 am, only the free time counting from the latter time shall be counted).

In the event of arrival at the loading point up to thirty (30) minutes late with respect to the loading limit time indicated in the application, no amount will be charged for standstill, neither at the loading point nor at the unloading point.

¹ The IPREM is the Public Multiple Effects Income Indicator, which is approved annually by the General Budget Act. Penalties for Shipments greater than 15 pallets will be calculated based on the IPREM in effect from time to time; In any event, for these purposes, Ontruck states that the IPREM for the 2021 financial year stands at an amount of €19.30/day.

2. LOADING AND UNLOADING OF GOODS

The Effective Shipper may request the performance by the Effective Carrier of the loading and unloading, stowage and unstowage operations of the goods provided that it is explicitly stated in the Loading Order and that it has the prior express consent in relation to the assumption of these operations by the Carrier.

In this sense, and in the event that the Effective Carrier is required by the Effective Shipper to load and/or unload goods once the Transport Service has begun, these may be carried out provided that Ontruck is given prior notice and confirms with the Effective Carrier its prior consent. In these cases, the amount payable to the actual Carrier will be recalculated to include these extra services.

In the same way, the need to carry a transpallet by the Carrier to carry out these operations must be expressly indicated in the Service Loading Order. In any case, the Effective Shipper must make the goods available to the Carrier at the place and time indicated in the Loading Order, assuming any liability that may arise from failure to comply with the above.

The new Price for the Transport Services will be automatically calculated by the Platform once the new coordinates and the main characteristics of the extra delivery or collection are included, based on the following amount:

- 1,20 €/per pallet loaded or unloaded

3. EXTRA COLLECTION OR DELIVERY (MULTI-ROUTE DELIVERIES)

The Shipper may request extra pick-ups and/or deliveries during the performance of the Carriage Service, however, they can only be made when Ontruck determines that all the factors and circumstances of the Service are favourable for it.

The new price will be automatically calculated by the Platform once the new coordinates and main features of the extra delivery or pick-up have been included.

4. GREATER VOLUME OF GOODS OR SUBSTANTIAL INCREASE IN WEIGHT OVER THAT STATED IN THE LOADING ORDER.

In the case of a larger volume of goods and/or greater weight (in an amount equal to or greater than 10% of the contracted weight for a specific Carriage Service), Ontruck will proceed to recalculate the Initial Price of the Carriage Service through the Platform, in which case the Shipper will be bound to accept the resulting Final Price, without the need for prior acceptance on its part.

Notwithstanding the foregoing, if the increase in weight entails the need to replace the vehicle originally planned to perform the Carriage Service, Ontruck will inform the Shipper of one of the following alternatives, so that the latter can choose one of them:

- The performance by the Carrier originally assigned of the Carriage Service subject to the conditions originally provided and, in addition, the performance, by another Carrier and with another vehicle, of another Carriage Service to complete the part of the corresponding merchandise that could not have been transported with another Initial Carrier. In this case, the Shipper must also pay the price in respect of the additional Carriage Service (which will be that set by the Platform).
- The replacement of the original vehicle and Carrier with a new vehicle that is suitable to handle the volume of cargo/weight, increasing the price of the Carriage Service by the corresponding amount (as derived from the App). To this amount, in any event, the corresponding figure must be added as a result of the cancellation of the transport in accordance with the planned rates.

The Shipper will notify Ontruck which of the two alternatives it chooses and, in the event that the Shipper does not accept any of the solutions offered, it will be bound to pay 40% of the Initial Price to Ontruck (even if finally the Carriage Service is not carried out), all of the above as expenses and compensation for the damages caused.

5. CANCELLATIONS

The cancellation of the Carriage Service by unilateral decision of the Shipper, for reasons attributable to the Consignor or Consignee, or for other reasons beyond the control of Ontruck or the Carrier, will give rise to payment by Ontruck to the Carrier of the fixed amount of 25% of the Initial Price accepted by the Carrier for the performance of the Service. This amount will only be paid by Ontruck if, at the time of cancellation of the Service, the Carrier has already started the route to origin and provided this is logged in the App.

At the time of cancellation	Credit to the Carrier
En-route to the loading point	20% of the Initial Price of the Consignment
Truck loaded at the loading point	40% of the Initial Price of the Consignment

3. 6. REVERSE LOGISTICS (REJECTIONS/RETURNS)

The following extra costs will accrue in the cases of reverse logistics (understood as the return of the goods to the place of origin or their transport to a warehouse/storage facility by the Carrier contracted by Ontruck due to rejections, returns or any other cause attributable to the Shipper), in particular:

Rejection or return in full	A surcharge of 70% will be added to the Initial Price of the Carriage Service.
Rejection or partial return	The immediate quotation price calculated via the Platform will be added to the Initial Price of the Carriage Service.

In the event that the return has to be carried out to a local warehouse/storage facility, the additional mileage costs set out in section 2 of this annex will apply.

7. HANDLING:

Ontruck offers Shippers the additional goods handling service consisting solely and exclusively, in the Carrier transferring and/or collecting pallets at some point away from the bay or loading/unloading point (whether using a pallet shuttle or not). In this regard, “loading/unloading point” means the transfer from the side of the truck to the loading or unloading bay, as well as all handling other than that specified in the previous section and that entail additional work by the Carrier. These cases are, by way of example and without limitation:

- Palletising, depalletizing or strapping.
- Handling of transport units such as crates or objects smaller than a pallet to premises located at heights/apartments/offices.

The price deriving from this additional handling, to be included in the Final Price to be paid to the Carrier is €30 per hour (VAT excluded):

In any event, the total amounts deriving from this additional handling will be calculated, set and communicated by Ontruck to the Carrier once the Carriage Service is complete.

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