

## Trukker Corporate Services Terms and Conditions

These Corporate Services Terms and Conditions (“Terms and Conditions”) apply to all services carried out by you as a Service Provider or Vendor or received by you as the Client and come into force once you accept an order or service through the Trukker platform or through any other form of communications with Trukker.

These Terms and Conditions shall only be in effect in case you haven’t signed a service agreement. If you have signed a service agreement the terms of the service agreement shall prevail.

### USER TERMS AND CONDITIONS

The following apply to you if you receive the services as the Client or User:

#### **Preamble**

- **Whereas Trukker** is providing a technology platform to arrange and schedule among others commercial transportation services within the United Arab Emirates and the GCC countries; and
- **Whereas Client** requires transportation services for goods from time to time and **Trukker** is willing to arrange such services through its platform; and
- **Whereas Trukker** and **Client** are willing to enter into this Agreement subject to the terms and conditions hereinafter;
- **Now therefore**, the **Parties** have covenant and agreed on the following terms and conditions:

#### **Art. 1 Incorporation of the Preamble**

The Preamble shall be considered as an integral part of this Agreement. Either **Party** hereto confirms the correctness of the description related to it.

#### **Art. 2 Definitions**

(1) Wherever used herein, the terms below shall have the associated meanings:

Agreement	means these Terms and Conditions;
Application	means <b>Trukker’s</b> technology platform, which enables users by website or mobile application to arrange and schedule commercial transportation services within the United Arab Emirates and other GCC countries.
Confidential Information	means any verbal and/or written information and/or material (in any form) which does not form part of the public domain, which has been marked as confidential, or which by the nature of its disclosure ought reasonably to be treated as confidential, which has been and/or will be exchanged or to which the receiving <b>Party</b> has had or will have access to in the course of negotiations and/or the execution of this Agreement;
Client	means you, either in your personal capacity or as a corporate entity, an end user authorized by Trukker to use the Trukker mobile or Web application for the purpose of obtaining Goods Handling, Movement and Transportation Services offered by Trukker’s Vendor;
Effective Date	means the date of this Agreement when you, the Client, requests and receives a confirmation of the Services by any means of communication by Trukker;
Force Majeure	means an act of God, including but not limited to fire, floods, storms, hurricanes, typhoons, volcanic activities, or earthquakes, as well as acts, orders or requests of a sovereign or a government and/or of anybody purporting to be or to act for such authority, wars, whether declared or not, war-like actions, revolutions, riots, civil insurrections,

	or civil commotions, as well as strikes, lock outs, and/or similar actions in labour disputes, and any other comparable cause beyond the control of a <b>Party</b> unless its performance has been expressly guaranteed by expressly waving the exemption of a Force Majeure event;
Logistic Company	means a company duly authorized and licensed to provide transportation services in the MENA region which has contracted with <b>Trukker</b> to provide such transportation services for users of the Application.
Party resp. Parties	means <b>Trukker</b> and/or <b>Client</b> ;
Services	means the access to <b>Trukker's</b> Application to arrange and schedule transportation services for <b>Client's</b> goods, as described more in details in Art. 5-9 of this Agreement;
Subsidiaries	means companies and legal entities majority-owned or controlled by <b>Client</b> ;
written or in writing	means any type-written, hand-written, or by any technical means (e.g. electronically) produced and/or stored text or composition words and/or text of including, but not limited to, telefaxes, e-mails, telegraphic transmissions, telegrams, or printouts of transmissions by modem or internet devices.

- (2) Wherever the context permits or requires, the above definitions may be used in singular or plural. Words denoting the masculine gender include the feminine gender and vice versa.

### **Art. 3 Scope of Work**

**Trukker** shall provide the Services, as outlined in Art. 5-9 of this Agreement, to **Client** subject to the terms and conditions hereinafter.

### **Art. 4 Effective Date, Term and Renewal of the Agreement**

- (1) This Agreement shall come into force from the Effective Date and shall be valid for an unlimited period of time unless terminated by either **Party** serving on the other Party thirty (30) days advance written notice.

### **Art. 5 License to use Application**

- (1) Subject to the **Client's** compliance with this Agreement, **Trukker** grants **Client** and its Subsidiaries a limited, non-exclusive, non-sub licensable, revocable, non- transferrable license to: (i) access and use the Applications solely in connection with the provision of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services; and (iii) access and use the website interface and Applications solely in connection with the provision of the Services. Any rights not expressly granted herein are reserved by **Trukker** and may be revoked at any time.
- (2) **Client** or its Subsidiaries may not: (i) remove any copyright, trademark or other proprietary notices belonging to Trukker from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by **Trukker** in writing; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### **Art. 6 User Account**

Although the Client may not have initiated an Account prior to accepting the Services, the Client shall have an obligation, at the request of Trukker to carry out the following articles. Trukker may, in its sole discretion refuse to offer the Services to the Client should the Client not comply.

- (1) In order to use most aspects of the Services, **Client** must register for and maintain an active user Services account ("**Account**"). Account registration requires the submission to **Trukker** of certain information **Trukker** deems necessary in its sole and absolute discretion, including without limitation the Client's trade name, trade license, email address and mobile phone number. **Client** agrees to maintain accurate, complete, and up-to-date information in its Account. **Client's** failure to maintain accurate, complete, and up-to-date Account information may result in your inability to access and use the Services. **Client** is responsible for all activity that occurs under its Account, and **Client** agrees to maintain the security and secrecy of its Account username and password at all times.
- (2) **Client** may not authorize third parties to use its Account except for its Subsidiaries. **Client** may not assign or otherwise transfer its Account to any other person or entity; but multiple person can use the same account on behalf of **Client** and its Subsidiaries provided they are permitted to do so as per the company's policies and procedures. **Client** agrees to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (e.g., no transport of unlawful or hazardous materials).
- (3) **Client** agrees that in relation to the Services, **Trukker** may send it informational text (SMS) messages as part of the normal business operation of **Client's** use of the Services. **Client** may opt-out of receiving text (SMS) messages from **Trukker** at any time by sending an email to [contact@Trukker.ae](mailto:contact@Trukker.ae) indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages.
- (4) **Client** is responsible for obtaining the data network access necessary to use the Application. **Client** is responsible for acquiring and updating compatible hardware or devices necessary to access and use the Application and any updates thereto. **Trukker** does not guarantee that the Application, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications. However, **Trukker** will undertake reasonable efforts to ensure the availability of the Services to **Client**.

#### **Art. 7 Arrangement of Transportation Services**

- (1) **Client** may from time to time send requests through the Application or through other means of communication for transportation of their goods. Such request will specify (i) the number and type of truck(s) required; (ii) the date and time on which the truck(s) are required; (iii) the place for pickup of the goods and the destination for the goods and (iv) if consignment insurance is required or not. In case consignment insurance is required **Client** will also provide the value of the goods to be transported.
- (2) Upon receipt of such request, **Trukker** shall provide **Client** within a reasonable period of time with a quotation for the desired transportation by email. Such quotation shall include the price for the desired transportation services and additional term (if any). **Client** will either confirm or reject the quotation by replying to **Trukker**.
- (3) The **Parties** acknowledge that **Trukker** does not provide the transportation services directly and the Services for which **Trukker** provides a quotation, shall be executed by a third party Logistic Company. With the acceptance of the afore mentioned quotation, the binding agreement for the Services shall be formed and closed between the respective Logistic Company and **Client** on the terms as outlined by **Trukker** in the quotation, including these Terms and Conditions, and/or such additional terms which the Logistic Company may apply.

#### **Art. 8 Payment Terms for Transportation Services**

- (1) **Trukker** shall issue invoice(s) for executed transportation services, which have been arranged through the Application pursuant to this Agreement. Upon receipt of relevant invoice(s) **Client** shall clear and arrange payment of due invoices within 30 calendar days.
- (2) **Trukker** shall be responsible for arranging payment to the applicable Logistic Company, which executed the respective transportation services for **Client**.

#### **Art. 9 Obligations of Trukker**

- (1) **Trukker** undertakes to acquire and maintain all necessary licenses, authorizations and approvals

required for rendering the Services insofar as this is Trukker's responsibility. Trukker is the provider of the Platform only. Client acknowledges that Logistics Company is not an employee of Trukker. It shall be the Logistic Company's sole responsibility to ensure that it has and maintains all licenses, authorizations and approvals necessary to perform the Services. Trukker shall use its reasonable commercial endeavors to ensure that the Logistic Company has these but at no point does Trukker accept responsibility for the same. Furthermore, Client agrees to hold Trukker harmless from any and all acts carried out by such Logistics Company.

- (2) Upon written request of **Client**, **Trukker** shall endeavor to provide **Client** within two (2) working days with all relevant documents related to any Logistic Company, which has executed transportation services for **Client**, in order to evidence that such Logistic Company was licensed to carry out the Services or for such other reasonable purpose as Client requires.
- (3) **Trukker** shall use its reasonable commercial endeavors to ensure that any Logistic Company chosen by **Trukker** to provide transportation services to **Client**:
  - a) Has and maintains all necessary licenses, authorizations and approvals required for rendering the transportation services in the United Arab Emirates (or the respective country where the transportation service is rendered);
  - b) Only employs and utilizes drivers with valid driving licenses to render the transportation services lawfully to **Client** in the jurisdiction the Services are being provided;
  - c) Utilizes trucks in roadworthy condition in line with RTA regulations and the trucks are regularly serviced in line with the recommendation of the respective manufacturer of the truck;
  - d) Has not, and none of its managers, shareholders or directors has, been charged or convicted of any crime of dishonesty or any breach of UAE anti-bribery laws, anti-money laundry laws or international sanctions.
  - e) Notwithstanding the above, Trukker shall not be held responsible for the breach of any Logistic Company to adhere to the provisions of this Article.
- (4) **Trukker** shall exercise reasonable skills, care and diligence in the provision of the Services.

#### **Art. 10 Liability**

- (1) Either **Party** shall be liable for its own fault and the fault of its agents and employees and shall indemnify and hold the other **Party** harmless under this Agreement against any claims, demands, losses, liabilities and expenses (including attorneys' fees) caused by respective breaching **Party** occurring from its negligence or willful misconduct.
- (2) The Client shall maintain all liability for the goods while they are in transit unless otherwise agreed with the Logistics Company.

#### **Art. 11 Relationship of the Parties**

The **Parties** acknowledge and agree that **Trukker** is as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the **Parties**.

#### **Art. 12 Termination**

- (1) In the event either **Party** is voluntarily declared bankrupt, commits an act of bankruptcy, becomes insolvent or has an administrator or receiver appointed, the other **Party** shall have the right to terminate this Agreement with immediate effect by virtue of written notice to the other **Party**.
- (2) In case either **Party** violates or breaches any terms or provisions of this Agreement, the non-breaching **Party** shall have the right to terminate this Agreement by virtue of a written notice of fifteen (15) working days provided that the breaching **Party** fails to commence rectifying or remedying the violation within that period.
- (3) **Client** may terminate this Agreement with immediate effect in case of a violation of Art. 9 of this Agreement.
- (4) **Trukker** may terminate this Agreement with immediate effect if the **Client** commits any act or omission which **Trukker** determines in its sole discretion, does or is likely to cause reputational

damage to **Trukker**.

- (5) Either **Party** may terminate this Agreement for convenience by giving the other **Party** a one (1) months prior written notice. Such termination for convenience shall not give rise to any claims for compensation of losses, damages, or anticipated profit.

### **Art. 13 Confidential Information**

The **Parties** undertake to keep in confidence each others Confidential Information which has become known to the receiving **Party** in relation to this Agreement and shall not use such Confidential Information other than for this Agreement or disclose Confidential Information to any other (third) party during the term of this Agreement and a period of three (3) years after expiry or termination of the Agreement.

### **Art. 14 Notices**

- (1) Formal Notices to the **Parties** of this Agreement shall be addressed to the addresses given in acceptance email or correspondence of a quotation for services unless expressly provided otherwise herein, all notices provided for in this Agreement shall be sent through registered mail, by an international courier service or shall be delivered against personal receipt or by other legally valid means. Every notice shall be deemed to have been given and received at the time when it should have been received in the ordinary course of transmission. Notices given by telefax, e-mail, or other technical means are only valid if such means constitute valid instruments for serving notices in accordance with the applicable law at the prevailing time.
- (2) Any **Party** of the Agreement shall without request and without undue delay inform the other **Party** of the Agreement of any changes in its address by registered letter.

### **Art. 15 Force Majeure**

Save for the Client's obligation to make payment of any due and outstanding fees, neither **Party** shall be liable for failure to perform its obligations under this Agreement if prevented by a Force Majeure event. A **Party** affected by a Force Majeure event shall give notice to the other **Party** following its occurrence or the date on which such **Party** becomes aware that a particular event may be a Force Majeure event, and each **Party** shall use reasonable endeavors to mitigate the effects of any Force Majeure event.

### **Art. 16 General Rules**

- (1) This Agreement contains the whole agreement between the **Parties** relating to the subject matter at the date of this Agreement and supersedes any previous written or oral agreement in relation to the matters dealt with in this Agreement.
- (2) This Agreement shall also supersede any terms and conditions or other policies of either **Party** signed in the past or in the future unless (i) such terms or policies clearly state that they supersede this Agreement; and (ii) such terms or policies are signed by authorized representatives of both parties (electronic form shall not be sufficient). For the avoidance of doubt, a service contract on substantially the same terms signed by both parties shall supersede this Agreement.
- (3) All dates, periods and terms related to this Agreement shall be given and counted in accordance with the Gregorian calendar.
- (4) Headlines and/or footnotes shall only serve as a guideline and shall neither constitute an integral part of this Agreement, nor shall they prejudice its contents.
- (5) Any waiver, modification, alteration, assignment and/or addition to this Agreement or any of its provisions shall not be binding on either **Party**, unless it has been made in writing (electronic form shall not be sufficient) and signed by the authorized representative of both **Parties**. This requirement shall also apply to the amendment or waiver of this Art. 16 (5).
- (6) The failure of either **Party** at any time and from time to time and in any particular context or connection to enforce any of the terms, conditions or stipulations herein contained shall not be construed as a waiver thereof nor of the right of either **Party** at any other time to enforce each and every such term, condition or stipulation aforesaid.
- (7) No provisions of this Agreement shall be interpreted in a way contradicting to the law agreed upon,

which shall be applied complementary and which shall be given preponderance over any incompatibility with this Agreement.

- (8) The invalidity of any term, condition or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement nor shall it cause the invalidity of the Agreement in its totality.

#### **Art. 17 Applicable Law and Jurisdiction**

- (1) This Agreement shall be governed by the Laws of the Emirate of Dubai and those of the United Arab Emirates.
- (2) Any dispute, difference, controversy or claim arising out or in connection with this Agreement, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre ("the DIFC Courts"). Each **Party** irrevocably submits to the jurisdiction of the DIFC Courts and waives any objection it may have to disputes arising out or in connection with this Agreement being heard in the DIFC Courts on the ground that it is an inconvenient forum (forum non conveniense). Both **Parties** agree that either **Party** may apply to the DIFC Courts to transform the judgment into an Arbitration Award.

#### **Art. 18 User Terms And Conditions**

##### 1. Contractual Relationship

These Terms of Use ("*Terms*") govern the access or use by you, an individual, from within any country in the world (excluding the United States and its territories and possessions and Mainland China) of applications, websites, content, products, and services (the "*Services*") made available by Trukker Technologies DMCC, a freezone

company established in the United Arab Emirates, having its offices at Unit 204, One Lake Plaza, Cluster T, Jumeirah Lakes Towers, Dubai, registered at the Dubai Multi Commodities Center under number DMCC - 216574 ("*Trukker*").

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCESSING OR USING THE SERVICES.

Your access and use of the Services constitutes your agreement to be bound by these Terms and Conditions, which establishes a contractual relationship between you and Trukker. If you do not agree to these Terms, you may not access or use the Services. These Terms expressly supersede prior agreements or arrangements with you. Trukker may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.

Supplemental terms may apply to certain Services, such as policies for a particular event, activity or promotion, and such supplemental terms will be disclosed to you in connection with the applicable Services. Supplemental terms are in addition to, and shall be deemed a part of, the Terms for the purposes of the applicable Services. Supplemental terms shall prevail over these Terms in the event of a conflict with respect to the applicable Services.

Trukker may amend the Terms related to the Services from time to time. Amendments will be effective upon Trukker's posting of such updated Terms at this location or the amended policies or supplemental terms on the applicable Service. Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.

Our collection and use of personal information in connection with the Services is as provided in Trukker's Privacy Policy located at [www.Trukker.ae](http://www.Trukker.ae). Trukker may provide to a claims processor or an insurer any necessary information (including your contact information) if there is a complaint, dispute or

conflict, which may include an accident, involving you and a Third Party Provider (including a transportation network company driver) and such information or data is necessary to resolve the complaint, dispute or conflict.

United Arab of Emirates is our country of domicile.

## 2. The Services

The Services constitute a technology platform only that enables users ("Users") of Trukker's mobile applications or websites provided as part of the Services (each, an "*Application*") to arrange and schedule goods moving services, goods wrapping services, domestic surface cleaning services, domestic pest control services, domestic non commercial goods storage services, transportation services with independent third party providers of such services, including independent third party transportation providers, services providers, human resource providers and independent third party logistics providers under agreement with Trukker or certain of Trukker's affiliates ("*Third Party Providers*").

### Third Party Providers

You acknowledge that Trukker does not provide any services including goods moving, goods wrapping, domestic surface cleaning, domestic pest control, domestic non commercial goods storage services, transportation or logistics services or function as an operator of any such services or as a transportation carrier and that all such transportation or services are provided by independent third party contractors who are not employed by Trukker or any of its affiliates. Trukker maintains records of the independent third party contractors for verification of identity, business activities and contact. Trukker also provides performance standards and encourages independent third party contractors to comply with performance standards. You acknowledge that you are bound by the services terms and conditions and performance standards of the third party contractors for the provision of such services.

### License.

Subject to your compliance with these Terms, Trukker grants you a limited, non-exclusive, non-sub licensable, revocable, non- transferrable license to: (i) access and use the Applications on your personal device solely in connection with your use of the Services; and (ii) access and use any content, information and related materials that may be made available through the Services, in each case solely for your personal, noncommercial use; and (iii) access and use the website interface and Applications on employer's devices solely in connection with your use of the Services and in compliance with the employer's policies. Any rights not expressly granted herein are reserved by Trukker and Trukker's licensors.

### Restrictions.

You may not: (i) remove any copyright, trademark or other proprietary notices from any portion of the Services; (ii) reproduce, modify, prepare derivative works based upon, distribute, license, lease, sell, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services except as expressly permitted by Trukker; (iii) decompile, reverse engineer or disassemble the Services except as may be permitted by applicable law; (iv) link to, mirror or frame any portion of the Services; (v) cause or launch any programs or scripts for the purpose of scraping, indexing, surveying, or otherwise data mining any portion of the Services or unduly burdening or hindering the operation and/or functionality of any aspect of the Services; or (vi) attempt to gain unauthorized access to or impair any aspect of the Services or its related systems or networks.

### Provision of the Services.

You acknowledge that portions of the Services may be made available under Trukker's various brands or request options associated with transportation or logistics, including the transportation request brands

currently referred to as “Trukker,” “Trukker Premium,” “Trukker Standard,” “Trukker Super Saver” and “Trukker Lite”. You also acknowledge that the Services may be made available under such brands or request options by or in connection with: (i) certain of Trukker’s subsidiaries and affiliates; or (ii) independent Third Party Providers, including transportation network company drivers, transportation charter permit holders or holders of similar transportation permits, authorizations or licenses.

#### Third Party Services and Content.

The Services may be made available or accessed in connection with third party services and content (including advertising) that Trukker does not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services and content. Trukker does not endorse such third party services and content and in no event shall Trukker be responsible or liable for any products or services of such third party providers. Additionally, Apple Inc., Google, Inc., Microsoft Corporation or BlackBerry Limited and/or their applicable international subsidiaries and affiliates will be third-party beneficiaries to this contract if you access the Services using Applications developed for Apple iOS, Android, Microsoft Windows, or Blackberry-powered mobile devices, respectively. These third party beneficiaries are not parties to this contract and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary’s terms of service.

#### Ownership.

The Services and all rights therein are and shall remain Trukker’s property or the property of Trukker’s licensors. Neither these Terms nor your use of the Services convey or grant to you any rights: (i) in or related to the Services except for the limited license granted above; or (ii) to use or reference in any manner Trukker’s company names, logos, product and service names, trademarks or services marks or those of Trukker’s licensors.

[www.Trukker.ae](http://www.Trukker.ae) will NOT deal or provide any services or products to any of OFAC sanctions countries in accordance with the law of UAE.

Multiple shipments/delivery may result in multiple postings to the cardholder’s monthly statement.

### 3. Your Use of the Services

#### User Accounts.

In order to use most aspects of the Services, you must register for and maintain an active personal user Services account (“Account”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. Account registration requires you to submit to Trukker certain personal information, such as your name, email address, mobile phone number and age, as well as at least one valid payment method (either a credit card or accepted payment partner) in case you wish to pay digitally. You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to maintain accurate, complete, and up-to-date Account information, including having an invalid or expired payment method on file, may result in your inability to access and use the Services or Trukker’s termination of these Terms with you. You are responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. Unless otherwise permitted by Trukker in writing, all users may only possess one Account.

#### User Requirements and Conduct.

The Service is not available for use by persons under the age of 18. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive transportation or logistics services from Third Party Providers unless they are accompanied by you. You may not assign or

otherwise transfer your Account to any other person or entity; and multiple person can use the same account on behalf of the same company provided they are permitted to do so as per the company's policies and procedures. You agree to comply with all applicable laws when using the Services, and you may only use the Services for lawful purposes (*e.g.*, no transport of unlawful or hazardous materials). You will not, in your use of the Services, cause nuisance, annoyance, inconvenience, or property damage, whether to the Third Party Provider or any other party. In certain instances you may be asked to provide proof of identity to access or use the Services, and you agree that you may be denied access to or use of the Services if you refuse to provide proof of identity.

#### Text Messaging.

By creating an Account, you agree that the Services may send you informational text (SMS) messages as part of the normal business operation of your use of the Services. You may opt-out of receiving text (SMS) messages from Trukker at any time by sending an email to [contact@Trukker.ae](mailto:contact@Trukker.ae) indicating that you no longer wish to receive such messages, along with the phone number of the mobile device receiving the messages. You acknowledge that opting out of receiving text (SMS) messages may impact your use of the Services.

#### Promotional Codes.

Trukker may, in Trukker's sole discretion, create promotional codes that may be redeemed for Account credit, or other features or benefits related to the Services and/or a Third Party Provider's services, subject to any additional terms that Trukker establishes on a per promotional code basis ("*Promo Codes*"). You agree that Promo Codes:

(i) must be used for the intended audience and purpose, and in a lawful manner; (ii) may not be duplicated, sold or transferred in any manner, or made available to the general public (whether posted to a public form or otherwise), unless expressly permitted by Trukker; (iii) may be disabled by Trukker at any time for any reason without liability to Trukker; (iv) may only be used pursuant to the specific terms that Trukker establishes for such Promo Code; (v) are not valid for cash; and (vi) may expire prior to your use. Trukker reserves the right to withhold or deduct credits or other features or benefits obtained through the use of Promo Codes by you or any other user in the event that Trukker determines or believes that the use or redemption of the Promo Code was in error, fraudulent, illegal, or in violation of the applicable Promo Code terms or these Terms.

#### User Obligations.

User obligations include coordination of the move and transit including obtaining necessary permissions and no-objections from housing associations, regulatory authorities, community management, building management and security services, traffic authorities and any other groups; for both moving-out and moving-in times. User must ensure that any home or offices higher than level 01 must have an operational and adequate sized service elevator for the shifting; applicable to both the move-out and move-in locations. Any move that involves using stairs will incur an additional charge and will be restricted to move up to level 04 (4 levels above the unloading level). Trukker based on the assessment of additional labor required to complete the move will advise the additional charges. User is responsible to ensure that electric power is available at the move out and move in location and adequate to allow usage of tools and equipment to unassembled and reassemble furniture by the installer.

For services where the User is selecting services without the supply of packaging material from Trukker, the User must have all necessary packaging material available in adequate quantity before the time of the move.

For services where Users are using Trukker for moving goods are responsible for the packaging, loading and unloading of their goods, including proper tying and stacking of goods on the truck as required and suitable to their product. User can request additional resources like helpers for loading and unloading

but User must maintain all obligations to supervise works as necessary and suitable to their consignment. User is responsible to ensure adequate arrangements are made for loading and unloading and any delays caused to the move due to inability to complete the loading or unloading of the truck will incur additional charges by Trukker.

Trukker rates and estimates are for services confirmed in its quote or emails only; and do not include for any tolls, taxes, third party fees, parking fees and charges imposed by third parties on the transportation services and other services rendered to the user.

User will be responsible for any delays caused to the move due to inability to meet the obligations and Trukker will have the rights to charge additional over time rates as per Schedule C01 – Rates for Additional Resources.

User Provided Content.

Trukker may, in Trukker's sole discretion, permit you from time to time to submit, upload, publish or otherwise make available to Trukker through the Services textual, audio, and/or visual content and information, including commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions ("*User Content*"). Any User Content provided by you remains your property. However, by providing User Content to Trukker, you grant Trukker a worldwide, perpetual, irrevocable, transferrable, royalty-free license, with the right to sublicense, to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such User Content in all formats and distribution channels now known or hereafter devised (including in connection with the Services and Trukker's business and on third-party sites and services), without further notice to or consent from you, and without the requirement of payment to you or any other person or entity.

You represent and warrant that: (i) you either are the sole and exclusive owner of all User Content or you have all rights, licenses, consents and releases necessary to grant Trukker the license to the User Content as set forth above; and (ii) neither the User Content nor your submission, uploading, publishing or otherwise making available of such User Content nor Trukker's use of the User Content as permitted herein will infringe, misappropriate or violate a third party's intellectual property or proprietary rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

You agree to not provide User Content that is defamatory, libelous, hateful, violent, obscene, pornographic, unlawful, or otherwise offensive, as determined by Trukker in its sole discretion, whether or not such material may

be protected by law. Trukker may, but shall not be obligated to, review, monitor, or remove User Content, at Trukker's sole discretion and at any time and for any reason, without notice to you.

Network Access and Devices.

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from a wireless-enabled device and you shall be responsible for such rates and fees. You are responsible for acquiring and updating compatible hardware or devices necessary to access and use the Services and Applications and any updates thereto. Trukker does not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the Internet and electronic communications.

Trukker Service Categories.

Trukker will be offering services in various categories that will determine the level of service and the price charged to the User. Please refer to Schedule C04 Services Categories for details.

Trukker, at its discretion, will change the service categories and its inclusions from time to time without any prior notice. Service categories and inclusions will be unchanged after User has reserved the service through the Trukker website or mobile apps.

#### 4. Payment & Charges

You understand that use of the Services will result in charges to you for the services or goods you receive from a Third Party Provider ("*Charges*"). After you have received services or goods obtained through your use of the Service, Trukker will facilitate your payment of the applicable Charges on behalf of the Third Party Provider as such Third Party Provider's limited payment collection agent. Payment of the Charges in such manner shall be considered the same as payment made directly by you to the Third Party Provider. Charges will be inclusive of applicable taxes where required by law. Charges paid by you are final and non-refundable, unless otherwise determined by Trukker.

Trukker accepts payments online using Visa and MasterCard credit/debit card in AED currency and also accepts cash payment directly to the Trukker Third Party Provider.

All Charges are due immediately and payment will be facilitated by Trukker using the preferred payment method designated in your Account and during confirmation of the service, after which Trukker will send you a receipt by email. If your primary Account payment method is determined to be expired, invalid or otherwise not able to be charged, you agree that Trukker may, as the Third Party Provider's limited payment collection agent, use a secondary payment method in your Account, if available.

For users choosing to pay by cash, the base quote will be due for payment no later than 48 hours before the move and the full payment will be collected by Trukker or its representative from the user before the move.

For Users who use Trukker for regular transactions Trukker may, in its sole discretion offer credit terms. The credit terms and conditions are included in Schedule 6 of these Terms. The User will be charged finance charges of 2.0 percent per month for any delay beyond the agreed credit period.

Trukker can make changes to all rates from time to time at its discretion and rates are fixed as per the above when the customer books the services.

As between you and Trukker, Trukker reserves the right to establish, remove and/or revise Charges for any or all services or goods obtained through the use of the Services at any time in Trukker's sole discretion. Further, you acknowledge and agree that Charges applicable in certain geographical areas and/or during certain specific days; may increase substantially during times of high demand. Trukker will use reasonable efforts to inform you of Charges that may apply, provided that you will be responsible for Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof. For services that involve relocation of homes, offices or any such dwellings, charges will be quoted based on the number of trucks estimated by Trukker based on the information provided by you before and while requesting the quote and additional information gathered before or during the move; and if additional trucks and/or additional labor is required; as determined by Trukker during provision of the services; you will be responsible to pay for the additional trucks and other resources deployed to your service. Each truck is estimated to offer up to a maximum of 15 cubic meters of volume. Trukker's standard rates and premium service rates for additional trucks and additional labor are included in Schedule C01: Rates for Additional Resources

Trukker's online quotes for moving of homes are based on size of the units selected, which determines the number of trucks, labor and working hours allowance for the move. Standard resource allowances included in the online quote from Trukker are as per Schedule C02: Resource Allocations matrix

Any units that require equal or more than 3 trucks might have the move spread over a period of two days, as decided by Trukker. This is to facilitate efficient moving by avoiding the over crowding of

helpers and service areas for packing and removal of goods and parking of trucks.

Trukker's Super Saver rates are excluding of packaging material and labor towards packing and unpacking efforts. Trukker's vendors will provide help to uninstall and reinstall beds and the dining table only while all other materials in the apartment or office will be expected to be packed and unpacked by the User as mentioned in item 3, paragraph – User Obligations; of this agreement.

Packaging Material & Charges. Trukker packing rates indicated along with the online quote are as per Schedule SC03: Packaging Material Price Matrix and any additional packaging material required will be charged based on the same schedule SC03. If additional packaging material is not available with the vendor during time of the move, AED 100 delivery charges will be applied in addition to the additional packaging material charges, as per Schedule SC03.

Trukker may from time to time provide certain users with promotional offers and discounts that may result in different amounts charged for the same or similar services or goods obtained through the use of the Services, and you agree that such promotional offers and discounts, unless also made available to you, shall have no bearing on your use of the Services or the Charges applied to you. You may elect to cancel your request for services or goods from a Third Party Provider at any time prior to such Third Party Provider's arrival, in which case you may be charged a cancellation fee. Cancellation fee might vary based on the remaining duration until start of requested service i.e. late stage cancellation might attract higher cancellation fees. Refunds will be done only through the Original Mode of Payment. Please refer to Schedule SC05: Cancellation Charges for details of cancellation charges applicable.

This payment structure is intended to fully compensate the Third Party Provider for the services or goods provided. Trukker does not designate any portion of your payment as a tip or gratuity to the Third Party Provider. Any representation by Trukker (on Trukker's website, in the Application, or in Trukker's marketing materials) to the effect that tipping is "voluntary," "not required," and/or "included" in the payments you make for services or goods provided is not intended to suggest that Trukker provides any additional amounts, beyond those described above, to the Third Party Provider. You understand and agree that, while you are free to provide additional payment as a gratuity to any Third Party Provider who provides you with services or goods obtained through the Service, you are under no obligation to do so.

Gratuities are voluntary. After you have received services or goods obtained through the Service, you will have the opportunity to rate your experience and leave additional feedback about your Third Party Provider.

- Any dispute or claim arising out of or in connection with this website shall be governed and construed in accordance with the laws of UAE.
- Minors under the age of 18 shall be prohibited to register as a User of this website and are not allowed to transact or use the website.
- If you make a payment for our products or services on our website, the details you are asked to submit will be provided directly to our payment provider via a secured connection.
- The cardholder must retain a copy of transaction records and Merchant policies and rules

## 5. Disclaimers; Limitation of Liability; Indemnity.

### Disclaimer.

The services are provided "as is" and "as available." Trukker disclaims all representations and warranties, express, implied or statutory, not expressly set out in these terms, including the implied warranties of merchantability, fitness for a particular purpose and non-infringement. In addition, Trukker makes no representation, warranty, or guarantee regarding the reliability, timeliness, quality, suitability or availability of the services or any services or goods requested through the use of the services, or that the services will be uninterrupted or error-free. Trukker does not guarantee the quality, suitability, safety or ability of third party providers. You agree that the entire risk arising out of

your use of the services, and any service or good requested in connection therewith, remains solely with you, to the maximum extent permitted under applicable law.

Limitation of liability.

Trukker shall not be liable for indirect, incidental, special, exemplary, punitive or consequential damages, including lost profits, lost data, personal injury or property damage related to, in connection with, or otherwise resulting from any use of the services, even if Trukker has been advised of the possibility of such damages. Trukker shall not be liable for any damages, liability or losses arising out of: (i) your use of or reliance on the services or your inability to access or use the services; or (ii) any transaction or relationship between you and any third party provider, even if Trukker has been advised of the possibility of such damages. Trukker shall not be liable for delay or failure in performance resulting from causes beyond Trukker's reasonable control. In no event shall Trukker's total liability to you in connection with the services for all damages, losses and causes of action exceed one hundred UAE Dirhams (AED 100).

Trukker's services may be used by you to request and schedule transportation, goods or logistics services with third party providers, but you agree that Trukker has no responsibility or liability to you related to any transportation, goods or logistics services provided to you by third party providers other than as expressly set forth in these terms.

The limitations and disclaimer in this section 5 do not purport to limit liability or alter your rights as a consumer that cannot be excluded under applicable law.

Indemnity.

You agree to indemnify and hold Trukker and its officers, directors, employees and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees) arising out of or in connection with:

(i) your use of the Services or services or goods obtained through your use of the Services; (ii) your breach or violation of any of these Terms; (iii) Trukker's use of your User Content; or (iv) your violation of the rights of any third party, including Third Party Providers.

## 6. Governing Law; Dispute Resolution

Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.

These Terms shall be governed by and construed in accordance with the law of England and Wales.

## 7. Other Provisions

Claims of Copyright Infringement.

Claims of copyright infringement should be sent to Trukker's designated agent. Please visit Trukker's web page at [www.Trukker.ae](http://www.Trukker.ae) for the designated address and additional information.

Notice.

Trukker may give notice by means of a general notice on the Services, electronic mail to your email address in your Account, or by written communication sent to your address as set forth in your Account. You may give notice to Trukker by written communication to Trukker's address at Trukker Technologies DMCC, 204- One Lake Plaza, Cluster T, Jumeirah Lake Towers, Dubai, PO Box 336851.

General.

You may not assign or transfer these Terms in whole or in part without Trukker's prior written approval. You give your approval to Trukker for it to assign or transfer these Terms in whole or in part, including to: (i) a subsidiary or affiliate; (ii) an acquirer of Trukker's equity, business or assets; or (iii) a successor by merger. No joint venture, partnership, employment or agency relationship exists between you, Trukker or any Third Party Provider as a result of the contract between you and Trukker or use of the Services.

If any provision of these Terms is held to be illegal, invalid or unenforceable, in whole or in part, under any law, such provision or part thereof shall to that extent be deemed not to form part of these Terms but the legality, validity and enforceability of the other provisions in these Terms shall not be affected. In that event, the parties shall replace the illegal, invalid or unenforceable provision or part thereof with a provision or part thereof that is legal, valid and enforceable and that has, to the greatest extent possible, a similar effect as the illegal, invalid or unenforceable provision or part thereof, given the contents and purpose of these Terms. These Terms constitute the entire agreement and understanding of the parties with respect to its subject matter and replaces and supersedes all prior or contemporaneous agreements or undertakings regarding such subject matter. In these Terms, the words "including" and "include" mean "including, but not limited to."

### **SCHEDULE C01: Rates for Additional Resources**

<u>Truck type</u>	<u>Day rate (9 hours and includes for transit time to/from customer's location)</u>
1 ton pick up	AED 350 (including driver)
3-4 ton truck	AED 450 (including driver)

<u>Labor type</u>	<u>Day rate (9 hours and includes for transit time to/from customer's location)</u>
Helper	AED 180
Installer	AED 180
Handyman	AED 500

Over time & hourly rates for moving services:

<u>Labor type</u>	<u>Hourly</u>
<u>Rate</u> Helper	AED 15
Installer	AED 15
Handyman	AED 150 for first hour and AED 100 second hour onwards

Reschedule or Cancelled deliveries will not be refundable if cancellation or reschedule request is less than 24 hours from the cremation.

User will be required to pay for additional pick up and delivery to obtain their product.

**SCHEDULE C02: Resource Allocations Matrix**Standard Service

<b>Unit Size</b>	<b>No. of trucks</b>	<b>No. of Drivers</b>	<b>Helpers</b>	<b>Installers</b>	<b>Hours for move</b>
Studio	1	1	2	1	5 - 6 hours
1 Bed Room apartment	1	1	2	1	Up to 10 hours
2 Bed Room apartment	1	1	5	1	Up to 10 hours
3 Bed Room apartment/villa	3	3	4	2	Up to 10 hours
4 Bed Room apartment/villa	4	4	6	2	Up to 10 hours
5 Bed Room apartment/villa	5	5	8	2	Up to 10 hours
<u>Premium Service</u>					
<b>Unit Size</b>	<b>No. of trucks</b>	<b>No. of Drivers</b>	<b>Helpers</b>	<b>Installers</b>	<b>Hours for move</b>
Studio	1	1	2	1	5 - 6 hours
1 Bed Room apartment	1	1	2	1	Up to 10 hours
2 Bed Room apartment	2	2	4	1	Up to 10 hours
3 Bed Room apartment/villa	3	3	4	2	Up to 10 hours
4 Bed Room apartment/villa	4	4	6	2	Up to 10 hours
5 Bed Room apartment/villa	5	5	8	2	Up to 10 hours

Legal

Trukker Technologies DMCC

#### **SCHEDULE C04: SERVICES CATEGORIES**

Trukker Service Categories.

Trukker offers 'Standard', 'Premium' and 'Super Saver' services in the UAE for its home moving services, which are defined as per below in addition to description and details provided on [www.Trukker.ae](http://www.Trukker.ae) or on the Trukker mobile applications.

Trukker Standard service includes packaging and moving services from third party vendors who usually have uncovered trucks and the truck owner is licensed as a goods moving, freight, logistics or a similar business company in UAE. The service offers help from workers who are validated by Trukker to have necessary documentation issued by UAE authorities and ability to perform as manual helpers during packing and moving of general house hold items. The helpers are able to offer manual lifting help during the move. The Installers have on the job training of dismantling and assembling of normal furniture types including beds, sofas and dining tables but are not recommended by Trukker to dismantle or assemble cabinets, chest of drawers, wall or ceiling light fittings or any kind of chandeliers, split air conditioning units, wall mounted television sets, electrical cabling works, installation of computers or music systems, installation of white goods including washing machine or dishwashers, installation of gas or electric cookers, installation of wall mounted paintings, fixing of curtains and curtain rods. The Standard service is inclusive of packaging material as per the Schedule C03 Packaging Material price matrix.

Trukker Premium service includes packaging and moving services from third party vendors who usually have covered trucks and the truck owner is licensed as a professional packer and mover, freight, logistics or a similar business company in UAE. The service offers help from workers who are validated by Trukker to have necessary documentation issued by UAE authorities and ability to perform as manual helpers during packing and moving of general house hold items. The helpers are able to offer manual lifting help during the move. The Installers have on the job training of dismantling and assembling of normal furniture types including beds, sofas and dining tables but are not recommended by Trukker to dismantle or assemble cabinets, chest of drawers, wall or ceiling light fittings or any kind of chandeliers, split air conditioning units, wall mounted television sets, electrical cabling works, installation of computers or music systems, installation of white goods including washing machine or dishwashers, installation of gas or electric cookers, installation of wall mounted paintings, fixing of curtains and curtain rods. The Premium service is inclusive of packaging material as required for the move.

Trukker Super saver service includes packaging and moving service from third party vendors who usually have uncovered trucks and the truck owner is licensed as a goods moving, freight, logistics or a similar business company in UAE. The service offers help from workers who are validated by Trukker to have necessary documentation issued by UAE authorities and ability to perform as manual helpers during packing and moving of general house hold items. The super saver service is meant for value driven clients who are willing to complete all packaging of house hold goods in their time before start of the move by Trukker's super saver crew. The helpers are able to offer manual lifting help during the move.

The Installers have on the job training of dismantling and assembling normal furniture types including beds, sofas and dining tables but are not recommended by Trukker to dismantle or assemble cabinets, chest of drawers, wall or ceiling light fittings or any kind of chandeliers, split air conditioning units, wall mounted television sets, electrical cabling works, installation of computers or music systems, installation of white goods including washing machine or dishwashers, installation of gas or electric cookers, installation of wall mounted paintings, fixing of curtains and curtain rods. The Super Saver crew will only offer support in dismantling and packing of dining table and dining chairs, beds and bedside table, sofas, refrigerator, one coffee table, one wall mounted television, one chest of drawers per bedroom. The super saver crew will also help in installation of the same furniture except the wall-mounted television. The Super saver service is inclusive of limited packaging material required for packing of the normal furniture listed above and as per Schedule SC03: Packaging Material Price Matrix. The user is expected to pack and keep all other house items in standard size boxes ready for moving before the move. Trukker will offer standard sized boxes for purchase and if user chooses to buy can inform Trukker in advance.

**SCHEDULE C05: CANCELLATION & SCHEDULE CHANGE CHARGES**

Following Cancellation & Schedule Change charges apply for services based on the time of cancellation by User.

	Cancellation Charges	Schedule Change Charges
Up to 3 days before the scheduled move	-	-
Between 3 days & 1 day before the scheduled move	AED 300	AED 300
Within 24 hours of the scheduled move	Base Quote	AED 300
Within 12 hours of the scheduled move	Base Quote + AED 400	Base Quote + AED 300
Reschedule or Cancellation Product Pickups & Delivery	No Refund	No Refund

## **SCHEDULE C05: CREDIT TERMS AND CONDITIONS**

### **1. Purpose**

- 1.1. These Credit Terms (“**Terms**”) apply to any Customer, which Trukker, determines in its sole discretion, meet its criteria to obtain alternative payment options including a line of credit with Trukker.
- 1.2. By signing the Credit Application Form, the Customer agrees to be bound by these Terms, which, along with the Credit Application Form and the Trukker User Terms and Conditions make up the full agreement between Trukker and the Customer.

### **2. Credit Limit**

- 2.1. The Customer’s credit limit will be set out in the Credit Application Form, or as may be increased or decreased by Trukker from time to time. If Trukker amends the Customer’s credit limit, Trukker will provide written notice by email to the authorized signatory set out in the Credit Application Form.
- 2.2. The Customer agrees that the credit amount will be considered a loan by Trukker to the Customer and Trukker has the sole authority to require the Customer to enter into any further agreements in order to secure the credit amount owed by the Customer to Trukker.

### **3. Interest**

- 3.1. Unless otherwise agreed between the Customer and Trukker, interest on the credit amount set out in the Credit Application Form will accrue at 2% (two percent) monthly.
- 3.2. The Customer agrees to pay the interest amount on a monthly basis in accordance with the interest invoices sent by Trukker.

### **4. Repayment**

- 4.1. The Customer will pay all outstanding amounts, including the amount owed on credit, the interest amount, and costs or fees incurred by Trukker in relation to the credit amount, in accordance with the terms of the Credit Application Form or within five (5) Business Days of receiving written notice from Trukker.
- 4.2. Any repayments made by the Customer to Trukker will first be applied to the interest amount and then to the outstanding credit amount.
- 4.3. If the Customer does not fulfil any payment obligations under these Terms when due, the remaining unpaid credit amount and any unpaid interest will become due immediately at the sole option of Trukker.

## **5. Costs**

- 5.1. The Customer will be liable for paying all costs, including Trukker's legal fees calculated on a full indemnity basis, incurred by Trukker in relation to the collection of any outstanding credit amount and/or unpaid accrued interest.

## **6. Additional Obligations**

- 6.1. The Customer will sign any further documentation required by Trukker in order to effect these Terms or to secure any unpaid credit amount or interest amount.
- 6.2. The Customer agrees to provide Trukker, immediately upon request, with a corporate guarantee, letter of credit or bank guarantee from a reputable bank in the United Arab Emirates or such other security agreement over any credit amount, including interest, upon receiving written notice from Trukker.
- 6.3. The authorized signatory of the Customer agrees that it may be required to provide Trukker with a personal guarantee for the credit amount, including interest and undertakes to provide Trukker with the guarantee immediately upon receiving written notice from Trukker.

## **7. Default**

- 7.1. If any of the following events of default occur, all obligations from the Customer to Trukker, including without limitation, the credit amount, unpaid accrued interests and any costs incurred by Trukker, will become immediately due without further notice or demand:
  - 7.1.1. the failure of the Customer to pay the credit amount and any accrued interest when due;
  - 7.1.2. the liquidation or dissolution of the Customer;
  - 7.1.3. the filing of bankruptcy proceedings involving the Customer as a debtor;
  - 7.1.4. the application for the appointment of a receiver for the Customer;
  - 7.1.5. the making of a general assignment for the benefit of the Customer's creditors;
  - 7.1.6. the insolvency of the Customer;
  - 7.1.7. a misrepresentation by the Customer to Trukker for the purpose of obtaining or extending the credit amount;
  - 7.1.8. the sale of a material portion of the business or assets of the Customer;
  - 7.1.9. the entering into any agreement where the security interest of Trukker is superceded by any other party.

## **8. Severability**

- 8.1. If one or more of the provisions of these Terms are deemed to be unenforceable, in whole or in part, for any reason, the remaining provisions will remain fully operational and the parties will agree on a similar replacement provision as close as possible to the original in order to make it enforceable.

## **9. Dispute Resolution**

- 9.1. Any dispute arising out of or in connection with these Terms, including any question regarding its existence, validity or termination, will be subject to the exclusive jurisdiction of the courts of the dubai international financial center.