

XENETA

This is an Agreement between:

Xeneta AS
Biskop Gunnerus gate 14A
0185 Oslo
Norway
(Xeneta)

and

XCAB Member
(Customer)

1. Introduction

Customer has agreed to participate in the Xeneta Customer Advisory Board (XCAB) 2024 - 2025 with as a representative for the Customer (The Participation). The purpose and mission of Xeneta Customer Advisory Board is described in Section 2 below. This Agreement regulates the Parties rights and obligations before, during and after the Participation. By attending the meeting, the Parties agree to the content herein.

2. The Xeneta Customer Advisory Board (XCAB)

Xeneta Customer Advisory Board (XCAB) 2024 - 2025 is an exclusive network of customers coming together to help shape the future direction of Xeneta. The goal is to gain a better understanding of the trends shaping the freight market.

Topics:

- Validate current product and new ideas; guide the Xeneta product roadmap
- Help shape and validate our market message and value proposition
- Gather market intelligence, learn about innovation in the industry, what should Xeneta develop next

Membership Details:

- The Board members agree to meet several times during 2024-2025
- The Xeneta Customer Advisory Board is an exclusive invitation-only board, and the membership isn't transferable. The Xeneta Customer Advisory Board member tenure period is one year.
- There is no fee to attend the face-to-face meetings except travel.
- Meals are included during the Xeneta Customer Advisory Board meetings

3. Confidentiality

The Parties may share and/or obtain Confidential Information (CI) before, during and after the Participation. The Parties agree to protect any CI from being disclosed.

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The Parties will share CI at its discretion and are not required to share any information under this Agreement.

Neither Party will acquire any rights to the other Party's CI.

3.1. What is Confidential Information (CI)

CI is defined as: all information disclosed in relation to The Participation.

This will include, but is not limited to, any confidential, proprietary, trade secret or other non-public information, materials, or samples that the Parties obtain, see, hear, read, or otherwise learn in connection with the Participation.

Information can be CI regardless of whether it is obtained from the disclosing party, any Affiliates, or a third party.

Confidential information includes all information that may be of importance from a competition or privacy consideration to keep secret, including, but not limited to:

- a) Any information regarding a party, its affiliates, its customers, or its employees.
- b) A Party's trade secrets, business secrets, information of systems, materials, samples, products, business methods, concepts, or software.
- c) Information about a Party's customers, or a party's potential customers
- d) Information about a Party's contracts.
- e) Information about the Party's internal organization.
- f) Any other information about personal, financial, legal, economic, or commercial relationships

3.2. What is not confidential Information

Information is not CI if it:

- a) Is or becomes publicly known through no breach of this Agreement.
- b) Is known to the receiving party prior to the other party sharing it, as documented by the receiving party's business records;
- c) Is disclosed to the receiving party by a third party having no confidentiality obligation to the disclosing party, as documented by the receiving party's or third party's business records; or
- d) Is independently developed by the receiving party without using CI, as documented by the receiving party's business records.

3.3. How will the Parties Protect Confidential Information

The Parties will act in good faith to protect the confidentiality of CI.

This commitment means that:

- a) Neither party will disclose CI except as permitted herein or with the other Party's prior written approval.
- b) Each party will use CI only as needed in connection with the Participation; and
- c) The Parties will take all reasonable measures to guard against inadvertent disclosure of CI.

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3.4. Who may have access to CI?

Each party will allow access to CI only to its employees and its Affiliates who need access to the CI to perform the Participation.

4. Intellectual Property Rights

Xeneta is the owner of the licensee of the Website and the underlying technology, all Information and the Product(s), and services provided via the Website, including all Intellectual Property Rights vested in, related to, or derived from the same.

"Intellectual Property Rights" include all patents, copyrights, design rights, trademarks, service marks, trade secrets, know-how, database rights and other rights in intellectual property rights (whether registered or not) and all applications for the same which may exist now, or in the future as well as the goodwill vested therein.

Xeneta will be the owner of all ideas, discussion topics, results, products etc. discussed during, - and resulting from the Participation. By signing this Agreement, the Customer waives any right to claim ownership to any of the Intellectual Property Rights mentioned above.

5. Antitrust and Compliance

Xeneta's policy when appointing the Xeneta Customer Advisory Board is to comply fully and strictly with all applicable antitrust and competition laws. Xeneta is motivated by a firm respect for and belief in the antitrust and competition laws and a recognition of the potentially severe detrimental consequences of violations of such laws.

Broadly stated, the basic objective of antitrust and competition laws is to preserve and promote competition. These laws are premised on the assumption that private enterprise and free competition are the most efficient ways to allocate resources, produce goods or offer services at the lowest possible price, and assure the production of high-quality products.

Our aim is to conduct ourselves in such a way as to avoid even the appearance of impropriety in the first instance.

Full compliance with all applicable antitrust and competition laws is a requirement for The Participation, and responsibility for compliance rests with the Customer. Moreover, full compliance with all applicable antitrust and competition laws is a condition for use of Xeneta services and solutions, and for the Participation in XCAB.

To comply, competitors should not discuss certain subjects when they are together – either at formal meeting or during informal contacts with other industry members. The Customers have an obligation to terminate any discussion, seek legal counsel's advice, or, if necessary, terminate any meeting if the discussion might be construed to raise antitrust risks.

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Xeneta will use all reasonable efforts to make sure the Participation is conducted in a manner consistent with this Section 5.

The following are some of the most critical “Dos and Don'ts” for antitrust/competition compliance as related to participation in the Xeneta Customer Advisory Board (XCAB) 2024 - 2025 meetings.

5.1. DO: Ensure strict execution in the following areas:

Supervision

- Have a Xeneta representative at each discussion
- Consult with company counsel or specialized counsel on all questions related to competition law
- Limit meeting discussions to agenda topics
- Provide each member with a copy of this checklist. Have a copy available at all meetings

Recording

- Have an agenda and minutes which accurately reflect the matters which occur
- Ensure the review of agendas, minutes and other important documents by appropriate staff or counsel, in advance of distribution
- Fully describe the purposes, structures, and authorities of the groups

Vigilance

- Protest any discussion or meeting activities which appear to violate this checklist
- Ask for those activities to be stopped so that appropriate legal check can be made
- Dissociate yourself from any such discussion or activities
- Leave any meeting in which these activities continue and have it minute

5.2. DON'T: Do not discuss with competitors or exchange information not in conformity with competition law, including the following ...

Prices

- Individual company/ industry prices, price changes, price differentials, discounts, allowances & credit terms
- Individual company data on cost, production, capacity (other than nameplates capacities), inventories & sales

Production

- Plans of individual companies concerning the design, production, distribution, or marketing of products, including proposed territories of customers
- Individual changes in production capacities (other than nameplates capacities) or inventories

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Suppliers Prices

- Individual companies' purchasing prices and policies for individual input products
- Individual companies' rates or rate policies for individual shipments, including basing point systems, zone prices & freight

Strategic Decisions

- Individual company bids on contracts for products
- Individual company procedures for responding to bid invitations
- Matters relating to actual or potential individual suppliers or customers that might have the effect of excluding them from any market or influencing the business contact of firms towards them
- Blacklisting or boycotting of customers or suppliers

6. Miscellaneous

The Customer warrants that the person signing this Agreement on behalf of the Company has all necessary permissions to commit the Customer to the obligations herein.

This agreement and the Parties rights and obligations following from this Agreement shall be governed by Norwegian Law, with Oslo District Court as the legal venue.

This Agreement shall be effective from the date the Customer signs the Agreement and shall remain effective 1 year.

The Parties obligations stated in Section 3 (Confidentiality) shall remain in force for 1 year after the end of the Participation.