AEB SE

Additional Terms and Conditions

AEB Customs Broker Services

AEB

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1 Definitions

Terminology for parties and roles possibly involved as well as technical terminology

AEB Customs Management platform
IT platform (software, services including support service) operated by AEB in the AEB data center in Germany.

AEB Software
All software run by AEB in the AEB data center. This broad term can include software not programmed by AEB (e.g. Third-Party Business Report Software) or usual systems required to run a data center (e.g. operating systems, database systems).

Customs Broker
A brokerage service provider and professional agent (if necessary licensed by the local Customs Authority) who supports companies to clear goods across customs border(s). Customs Broker may engage third parties to support it in providing services. Depending on a relevant Statement of Work, Customs Broker may act as AEB BROKER.

Trader
The person or company who is usually the supplier or recipient of commodities shipped within the framework of the business relationship this agreement regulates (regardless of possible other roles).

Trade Service Provider (TSP)
A service provider using the AEB Customs Management platform on behalf of or to the benefit of a TRADER within the framework of the business relationship this agreement regulates (regardless of possible other roles).

AEB Broker
Supplier of AEB. A Customs Broker whose services AEB acquires in order to re-sell them to its TRADER/TSP customer; uses AEB Software/Services to fulfill its contractual obligation towards AEB (by serving TRADER or TSP).

Trader Broker or TSP Broker
Supplier of TRADER/TSP. A Customs Broker whose service TRADER/TSP acquires by itself; uses AEB Customs Management platform to fulfill its contractual obligation towards TRADER/TSP.

Independent Broker
A Customs Broker who serves its own Customers and provides brokerage services independently on its own. Uses AEB Customs Management platform to do so.

AEB Customer
All parties that have a commercial relationship with AEB. Within this set of Terms and Conditions, this refers to the above defined roles of the TRADER, Trade Service Provider (TSP), AEB BROKER, TRADER/TSP Broker, and the Independent Broker.

Subcontracted Broker
A Customs Broker who has been subcontracted to assist another Customs Broker who uses the AEB Customs Management platform. Subcontracted Broker may use AEB Customs Management platform to fulfill its contractual obligation towards a Customs Broker.

Customs Authority
Official national authority responsible for controlling the flow of goods into and out of a country and collecting tariffs.

Customs Data
Customs-related electronic messages ("Primary Data") from the TRADER's or TSP's system through the AEB Customs Management platform to the Customs Broker or

Customs Authorities and back via the AEB Customs Management platform to the TRADER/TSP.

Transaction Data
All data associated with the use of AEB Software and / or Services in the AEB data center.

Data Set
Complete set of data required to submit a customs declaration to a Customs Authority.

ASP
Application Service Providing.

2 Recitals

2.1 IT platform

2.1.1 AEB Customs Management is an IT platform. This platform is operated by AEB in the AEB data center located in Stuttgart, Germany to facilitate cross-border supply chain processes. It connects Traders or their Trade Service Providers e.g. with Customs Brokers to seamlessly exchange all data for customs processes, for which AEB provides value-added services.

2.1.2 In addition to that, users of the platform can access additional AEB value-add services including, but not limited to denied parties list screening, export controls and product classification. These additional services are however not subject to this additional set of Terms and Conditions. They must be ordered separately under the rules of the AEB General Terms and Conditions.

2.1.3 AEB provides the AEB Customs Management platform as an ASP solution to the parties (software including maintenance, services including standard support service) to facilitate a global system for Customs Management processes that enables cooperation between the parties and serves them to achieve their business goals. AEB provides these Software and Services as described in this set of Terms and Conditions as well as in the General Terms and Conditions https://www.aeb.com/termsandconditions of AEB concerning AEB Software and Services.

2.1.4 AEB SE has the right to re-sell any AEB BROKER services to any majority controlled subsidiary of AEB SE. Any such AEB BROKER service may be offered by any majority controlled subsidiary of AEB SE in its own name to its customers. This does not affect the invoicing of services from AEB BROKER to AEB SE. In any such case these Terms and Conditions apply accordingly.

2.2 Customs clearance

Customs clearance can be done by TRADER/TSP by using Customs Brokers Such-brokerage services can be either provided by an AEB BROKER or a TRADER Broker or TSP Broker or Independent Broker directly contracted by TRADER/TSP.

2.3 AEB Broker Services

2.3.1 AEB buys and re-sells Customs Broker Services provided by third parties, the AEB BROKERS. This set of Terms and Conditions and its appendices (e.g. Statements of Work – SOWs) shall support the introduction and operation of such cooperation between the respective parties in their respective roles involved.

2.3.2 AEB only re-sells the service provided by AEB BROKER. AEB does not take on the role and customs responsibility itself. As a result, AEB BROKER (not AEB) does all declarations necessary towards customs authorities.

2.3.3 AEB BROKER services are made available to TRADER/TSP by AEB through AEB BROKER. AEB will propose the appointment of a suitable broker if requested by TRADER/TSP. In this way, AEB enables TRADER/TSP to seamlessly add the services of a Customs Broker – the AEB BROKER – to the scope of the AEB Customs Management services already assigned to AEB. As a result, TRADER/TSP has easy access to Customs Broker services as necessary for its business, without having to find and hire a suitable Customs Broker on its own.

2.3.4 AEB continuously endeavours to source and add suitable service providers to address all needs of its customers. Nevertheless, AEB is not under the obligation to offer or re-sell AEB BROKER services for any specific country or from any specific Customs Broker on the AEB Customs Management platform. AEB decides to offer and re-sell Customs Broker services on a case by case basis.

2.4 Direct representation and direct issue of a power of attorney (POA)

2.4.1 The standard method/procedure of operation between AEB BROKER and TRADER/TSP is direct representation, which requires the issue of a POA to AEB BROKER. All other use cases require a specific individual agreement on a case by case basis.

2.4.2 TRADER/TSP is under the obligation to communicate and cooperate with AEB BROKER, including directly issuing any necessary POA to the relevant AEB BROKER as required for the fulfillment of the service obligations of AEB BROKER. This applies also if TRADER/TSP effects an exchange of one AEB BROKER for any other Customs Broker.

2.4.3 AEB SHALL NEVER ACT AS EXPORTER/IMPORTER, neither as EXPORTER/IMPORTER defined by Customs law, nor as EXPORTER/IMPORTER defined by Export Control law.

2.4.4 AEB BROKER shall check if its relevant service can be delivered using direct representation before quoting a specific service to AEB.

2.4.5 AEB BROKER and TRADER/TSP shall inform each other and AEB immediately, as soon as one of them becomes aware of a specific case (e.g. with regard to a specific Statement of Work) in which direct representation is not possible or not reasonably practical due to applicable law.

3 Purpose and scope

3.1 Focus and purpose

3.1.1 The focus and purpose of this set of Terms and Conditions is to form a framework of binding rules between the parties. This framework serves the purpose to make high-speed, (partly) automated customs clearance/filing of the goods available to TRADERS and/or TSPs. The parties want to cooperate in order to enable the provision of services for (partly) automated customs clearance services to TRADERS and/or TSPs.

3.1.2 AEB Customs Management platform acts as a value-adding facilitator between TRADER/TSP and Customs Brokers. Customs Brokers conduct their business completely independently. AEB does not provide any guarantees regarding their services, even if TRADER/TSP are accessing these services through AEB Customs Management platform.

3.2 AEB Broker service

3.2.1 AEB BROKER services are ordered through AEB, but selected and reviewed by TRADER/TSP. These broker services are provided by the relevant AEB BROKER, not by AEB itself. AEB is not a Customs Broker.

AEB shall not be under any obligation to supervise and/or review the results generated by any AEB BROKER. This also applies to the results generated by any other Customs Broker accessing the AEB Customs Management platform.

3.2.2 The relevant TRADER/TSP shall select (or reject) AEB BROKER and shall be entitled at any given time to revoke the power of attorney given to the relevant AEB BROKER.

3.2.3 As far as AEB BROKERS are concerned, AEB is not offering their brokering services to the market as an independent Customs Broker would offer its services to the market. AEB offers to procure and to re-sell brokering services on customer demand, only in order to integrate them within the framework of the AEB Customs Management platform, as an element of the AEB service portfolio.

3.2.4 The relevant service of AEB to Trader or TSP concerning AEB BROKER services consists of acting on behalf of TRADER/TSP when it comes to procure the services of the AEB BROKER selected by TRADER/TSP and then to bundle and integrate them into the AEB Customs Management platform services to enable goals of TRADER/TSP (e.g. automation, communication, direct filing, archiving of customs messages, integration of several solutions for several countries in one platform).

3.2.5 The broker services of AEB BROKER are procured and – as intended, approved and documented by the parties in the specific SOWs assigned to TRADER/TSP (as far as possible and reasonable with regard to the purposes of their integration in the AEB Customs Management platform).

3.3 Operation

3.3.1 TRADER/TSP shall handle the operational tasks related to the AEB BROKER services (e.g. goods inspection at the border) directly (e.g. in direct communication) with the selected AEB BROKER.

3.3.2 AEB warrants to diligently select the Brokers whose services it offers to incorporate in the available portfolio, to integrate their services into the scope of the service portfolio ordered by TRADER/TSP in order to achieve the value-add and to react on feedback regarding poor performance without undue delay.

3.4 Multitude of parties

This set of Terms and Conditions is designed to regulate – and to the extent necessary also to explain – the contractual relations between the multitude of parties using the AEB Customs Management platform in individual (and therefore different) scenarios, according to their respective role and interest. All parties involved have at least one of the roles defined in section 1 (possibly more) and appear in at least one (possibly more) scenario, which is contractually linked to rights and obligations arising out of this agreement. There are strictly no specific services or similar commitments agreed upon directly under this set of Terms and Conditions. The parties desire to operate according to agreements based on these Terms and Conditions in order to speed up the movement of goods across borders and the procedures of customs clearance linked to it – as described and depicted in the scenarios contained in this contract.

3.5 Mutual duties

3.5.1 The parties are aware, that their cooperation and coordination with each other and the regular information of each other are essential for a successful operation of the AEB Customs Management platform.

3.5.2 All parties commit to a consistently fair and reasonable behavior, including but not limited to informing each other adequately and making reasonable efforts for timely escalation and joint efforts to solve any incidents or disagreements.

3.5.3 All parties are under the duty of cooperation, coordination, information with regard to other parties using the AEB Customs Management platform.

3.5.4 All parties shall at all times use their best efforts to mitigate damage or loss to any party wherever reasonably possible

4 Scenarios

Due to the necessity to achieve transparency for the parties while at the same time covering the multitude of possible scenarios regarding the different roles and uses of AEB Customs Management platform, several scenarios and the respective active roles linked to these scenarios are described in section 1 of this set of Terms and Conditions.

Every role needs regulations for access and use of AEB standard cloud services (Application Service Providing) performed on servers located in Germany by AEB staff as well as for the integration of services performed by Customs Brokers. Customs Broker services can be performed in the data centers of the respective Customs Brokers or in conjunction with the AEB data center or solely in the AEB data center.

Possible usage-scenarios (on their own or combined with each other) of AEB Customs Management platform that are regulated and explained in this set of Terms and Conditions are (for the same contract partner various scenarios may apply):

a. TRADER is AEB Customer, uses AEB BROKER who performs customs clearance fo TRADER.

b. TRADER is AEB Customer, uses TRADER Broker who performs customs clearance for TRADER.

c. Independent Broker is AEB Customer. TRADER contracts Independent Broker (who uses AEB Customs Management platform) to get TRADER's customs clearances

processed.

d.   TSP is AEB Customer, uses AEB BROKER who performs customs clearance for TSP.

e.   TSP is AEB Customer, uses TRADER Broker who performs customs clearance for TSP.

f.   Independent Broker is AEB Customer. TSP contracts Independent Broker (who uses AEB Customs Management platform) to get TSP's customs clearances processed.

g.   TRADER (or TSP) are AEB Customers and use the AEB Customs Management platform to do direct filing without using a brokerage service provider.

5 General regulations

5.1 Information about brokerage services

To assist TRADER/TSP selecting the most suitable brokerage service provider for its business purposes while using the AEB Customs Management platform, AEB reserves the right to publish information on any broker service provider's portfolio and its performance (e.g. scope of services, quality of service providing and consulting expertise) on AEB Customs Management platform.
As an underlying principle this information, so far it is generated by AEB itself, will always be transparently determined and, as far data is available, provided equally for all Customs Brokers.

5.1.1   Performance rating
AEB's Customs Management platform acts as a value-adding facilitator between Traders and brokers. Brokers conduct their business completely independently and AEB does not provide guarantees for brokers' services to the Traders access-ing it through AEB's Customs Management platform. To help Traders selecting best broker services, AEB reserves the right to publish information on brokers´ performance on AEB's Customs Management platform.

5.2 Using ASP offered by AEB

5.2.1   AEB provides ASP services to enable high-speed, partly automated customs clearance/filing for TRADERS, some of which use Trade Service Provider (TSP) as a service provider.

5.2.2   AEB provides ASP solutions, as quoted, including software maintenance and standard support operation. As far as necessary AEB performs an implementation

project and user training as quoted.

5.2.3 For the use of direct filing solutions offered by AEB and provided in the AEB Customs Management platform, this agreement and the General Terms and Conditions of AEB (see section 7 of this set of Terms and Conditions) apply.

5.3 Cooperation of the parties regarding order acceptance and transaction volumes

To support the common interest of reliable services (e.g. avoiding "bottle-neck" situation during the festive season), the parties shall inform each other without undue delay about any information relevant to the stability and overall quality of the respective services provided or expected. This includes, but is not limited to, business activity changes of any of the parties or their customers, especially if they are relevant for an increase in transaction volumes.

5.4 Minimum requirements for access and use of AEB Software and Services

The parties confirm that in the individual scenarios not every party that actually needs to access or to use the AEB Customs Management platform is a paying customer of AEB. There is even the possibility that there is no Agreement between AEB and this entity.

Therefore, every party who requests that a third party (a party not having a direct contract with AEB) shall be allowed to use and access the AEB Customs Management platform, shall be and remain fully responsible for the compliance of the said third party with the set of requirements and for the consequences of any acts or omissions of the third party it requested access for.

5.5 Duties concerning data set quality and automation

5.5.1 The provision of fully correct and complete data sets of the customs relevant data (specified in the SOW) by TRADER/TSP (or from a third party acting on their behalf) to AEB or AEB BROKER is essential in order to enable the parties to benefit from the desired automation and speed of the data processing and customs clearance.

Updating these data set requirements may become necessary from time to time. AEB shall update these requirements accordingly and communicate this to all parties involved in a timely manner.

5.5.2 If data (sets) and/or documents received by AEB are incomplete or incorrect, AEB shall not be liable for any consequences arising out of this fact, be it the loss of automation benefits or additional costs of any kind (e.g. costs for manual intervention or correction). In order to mitigate the consequences as far as possible, TRADER/TSP shall coordinate the necessary measures to meet the requirements and cooperate with AEB accordingly.

5.5.3 If the quality of the data provided by TRADER/TSP does not meet the required standard and therefore necessitates additional efforts (e.g. manual adjustment) by AEB BROKER and/or AEB, the resulting costs shall be borne and paid by TRADER/TSP. Unless agreed upon otherwise these costs shall be invoiced by AEB based on a time and material basis (if in doubt, the regular hourly rate quoted by AEB applies).

5.5.4 Unless agreed upon otherwise, the required standard is described in documents relating to the API used between the parties. The parties agree to reference the applicable standards in the SOW.

5.6 Dynamic aspects

5.6.1 Given technical and legal developments, as well as the continual extension of the functional scope, AEB may be required to amend the system description or system requirements for the AEB Customs Management platform (available in their most updated version in the AEB Help Center https://www.aeb.com/systemrequirements, transmitted via email upon request). AEB will provide timely written notice of any such amendment to the parties.
AEB is not responsible if, as a consequence, newer versions of any of the parties' software or systems are needed in order for AEB Software or Services to work.

5.6.2 AEB shall not be obliged to provide general information updates in regard to changes in the law or regulation changes issued from Customs Authorities.
It is the responsibility of the parties to ensure compliance with the law is maintained.

5.6.3 The parties shall not derive any rights from any such changes, unless expressly agreed. This shall not affect the right to terminate the respective Agreement as contractually stipulated or allowed by the law.

5.7 Subcontracting

5.7.1 Any party to this Agreement or any entity subcontracted by such party (e.g. Subcontracted Broker) that accesses or uses the AEB Customs Management platform – on its own behalf or on the behalf of its principal – must be either Customer of AEB and subject to the General Terms and Conditions of AEB or it must be contracted in such way that it shall accept all reasonable obligations, including but not limited to non-disclosure, put forward by AEB to the respective Contract Partner.

5.7.2 This set of Terms and Conditions is not intended to (and expressly shall not) stop Customs Brokers to assign some of their tasks to a subcontracted party of their choice. It shall not stop an AEB Customer to hire an external service provider to operate on its behalf using the AEB Customs Management platform. Nevertheless, no such subcontracted entity shall become party to an agreement with AEB.

5.7.3 Unless otherwise agreed upon and documented, any party using a sub-contractor (e.g. a Customs Broker who uses a subcontracted broker) shall be and remain fully responsible for the performance and observance of its obligations under this Agreement and for the consequences of any acts or omissions of the subcontracted entity. Any party using a subcontractor shall, upon hiring the subcontractor, perform and document the standard compliance list screenings. AEB reserves the right to audit the performance and results of these screenings with a notice period of 5 business days.

5.7.4 AEB shall not assign complete items of the regular operation (e.g. standard services like Support Service or any ASP Service) to another company without prior consent of its customers. However, in the case of a crisis regarding functionality or security of any Software or Service AEB provides, AEB shall be entitled to hire any subcontractor to analyze, ameliorate and resolve any impediment to fulfill any of its contractual obligations as soon as possible.

5.8 No agency

5.8.1 Unless otherwise expressly agreed and documented, no activity in connection with this set of Terms and Conditions whatsoever shall be construed as creating any agency, partnership, joint venture, or other similar legal relationship between the parties.

5.8.2 Neither party shall hold itself out as an agent, partner, or joint venture party of the other party. The parties shall be, and shall act as, independent contractors.

5.8.3 Neither party shall have authority to create any obligation for the other party, except to the extent stated herein or in a separate Agreement.

5.9 No exclusivity

Unless otherwise expressly agreed and documented, no activity in connection with this set of Terms and Conditions whatsoever shall create obligations of exclusivity between the parties. Every party shall have the right - at its discretion and at any time - to engage other parties to order from or provide to, software or services of a similar nature.

5.10 IT project work

Any IT project work (implementation, configuration, individual programming etc.) shall be agreed upon separately. If necessary, the relevant parties shall hold workshops to define the scope of services and cooperation in an IT project and draw up and formally approve records and/or functional specifications.

5.11 Liability

5.11.1 General liability

a   The parties are liable without limit in cases of willful misconduct, gross negligence, in the absence of qualities explicitly guaranteed by the respective party (contractual promises of availability are not guaranteed qualities), for personal injury, and under the product liability law of Germany.

b   No limitation of liability whatsoever shall apply for claims arising out of infringing a third party's Intellectual property rights or breaching confidentiality obligations or breaching mandatory applicable data protection law.

c   If TRADER/TSP has ordered AEB to procure and re-sell Broker services within the framework of their use of the AEB Customs Management platform services, and AEB has procured such services, any contractual performance obligation of AEB or possible claims (e.g. claims arising out of liability for damages or loss) of AEB against AEB BROKER arising out of the contractual relation between AEB and AEB BROKER, shall be assigned by AEB to TRADER/TSP.

In compensation for such assignment TRADER/TSP waives the right to put forward and/or enforce claims to AEB. As a result, TRADER/TSP shall be limited in putting forward claims relating to the resold services to AEB BROKER, as AEB merely bought and resold the contractual obligations promised by AEB BROKER.

5.11.2 Liability for ASP services (incl. customs direct filing)

a   In the event data is lost or corrupted due to slight negligence on the part of AEB, AEB's liability is limited to losses that would have been incurred if the Customer had conducted proper and regular data backups in a manner appropriate to the importance of the data; this restriction does not apply if and where data backup is

one of the material obligations of AEB or if AEB was responsible for impeding or preventing data backup.

b   AEB recommends that all parties run careful, comprehensive data backups in their area of responsibility and conduct time-sensitive work on the systems only during the Hours of Support.

c   AEB shall not be liable for any losses caused by malfunctions, provision of incorrect data or similar defects in third-party software used by the Customer or another party and not licensed by AEB. This includes host systems, auxiliary systems, and operating systems. This applies accordingly to files needed for product functionality that are transmitted or updated by the Customer or a third party (e.g. data sets, BIN or EORI or similar numbers etc.). It also applies to unmonitored changes to any third-party software such as the automatic installation of untested updates.

d   In all other instances, THE PARTIES SHALL BE LIABLE FOR NEGLIGENCE ONLY UP TO A TOTAL AGGREGATE ANNUAL MAXIMUM (MAXIMUM LIABILITY CAP SUM). THIS SUM SHALL BE THE BIGGER OF EITHER 100,000 EUROS OR ONE AND A HALF TIMES (FACTOR 1.5) THE TOTAL ANNUAL FEES RECEIVED BY THE SUPPLYING PARTY IN THE TWELVE MONTHS PRECEDING THE EVENT THAT TRIGGERED THE CLAIM FOR DAMAGES. IF IT IS NOT POSSIBLE TO OBTAIN A TOTAL FOR THE PAST TWELVE MONTHS, THE AVAILABLE DATA IS USED TO DETERMINE THE MONTHLY AVERAGE, WHICH THEN SHALL BE MULTIPLIED BY TWELVE.

e   The parties defense of contributory negligence remains unrestricted.

f   Exclusions of liability
The parties are not liable for
   - any acts or omissions of authorities like customs authorities,
   - any services provided free of charge,

g   indirect losses, concomitant losses, consequential losses,

h   any lost revenue, lost profits, lost entitlements or discounts, unnecessary expenses, or unrealized savings,

i   third-party damage claims against the other party,

j   losses ultimately attributable to defects in the equipment of another party (hardware, data lines, electrical boxes, etc.),

k   losses attributable to improper operation of software,

l   effects of force majeure especially strike or lockouts.

5.12   Warranty

Unless otherwise agreed and documented all obligations regarding warranty are determined by applicable law.

5.13   Indemnity

5.13.1   The party providing software and/or services shall indemnify the using party and hold it harmless from all alleged or substantiated claims and requests for damages relating to any infringement of intellectual property rights. The same applies to any other necessary and reasonable costs incurred by the using party because, for legal reasons, the using party is allowed or required to take the appropriate defensive measures and enter into (settlement) negotiations.

5.13.2   A party shall indemnify and hold all other parties harmless from all claims

arising out of its breach of the confidentiality rules or data protection related rules in this agreement.

5.14 Insurance

All parties shall have in place an insurance with regards to their role as documented in this Agreement, appropriate in scope and cover, but not less than one million euros per annum. The parties shall provide confirmation by the insurance company upon request to each other.

5.15 Cessation of claims for payment or other compensation

5.15.1 Payments to government authorities / use of deferment account
Any payments (including but not limited to duties, fines or other payments) the customer has to make to the relevant authorities are effected by AEB BROKER via a deferment account or a similar arrangement. Compensation for payments made to the authorities on behalf of TRADER/TSP can be claimed directly fromAEB BROKER against TRADER/TSP (standard) unless they have been assigned to AEB (exception).

5.15.2 Payment of additional costs and/or expenditures and/or services inccurred
Compensation for any additional expenditures not covered above in 5.15.1 shall be claimed from and invoiced to AEB directly by AEB BROKER. Common examples for such costs and/or expenditures are: Storage costs, logistics expenditures, or operational costs.

5.15.3 Compensation
TRADER/TSP shall compensate AEB for all resulting costs and/or expenditures including compensation for AEB's efforts and any compensation paid by AEB, or sums reimbursed by AEB to AEB BROKER.

5.16 Changes of quoted AEB standard pricing per transaction

TRADER/TSP shall be notified in text or written form at least 8 weeks before any increase in quoted AEB standard pricing per transaction (where applicable) takes effect.

In the case of an increase TRADER/TSP shall have a temporary right of termination that may be exercised by TRADER/TSP within 8 weeks after receiving notification of an adjustment.

If this right is exercised, the contracts for the relevant orders (e.g. Statements of Work) shall be terminated at the time the adjustment takes effect. Any additional special terms relating to the contract term and termination are defined separately in the appropriate sections of this set of Terms and Conditions.

5.17 Non-disclosure

As long as this set of Terms and Conditions is applicable between the parties, the parties will be exposed to confidential information, business secrets, or trade secrets of the other party. This also applies to their affiliates and sub-contractors, but only as far as they must be involved and need to know confidential information in order to perform their duties.

For their entire collaboration the parties shall apply the following rules of non-disclosure.

5.17.1   All information is considered confidential that is made available by the disclosing party to the receiving party verbally, in writing, or in any other form if:

a   it is marked, described, or otherwise made recognizable as confidential material by the disclosing party;

b   its content can be presumed confidential according to standard business practices (processes, data, know-how, marketing plans, business strategies, licenses, prices, costs, lists of customers or suppliers, etc.);

c   it is derived from disclosed confidential information.

5.17.2   Information is not considered confidential if, through lawful means, it

a   was publicly available to the receiving party at the time of disclosure or subsequently became publicly available,

b   was disclosed to the receiving party by a third party without any breach of confidentiality obligations,

c   was already in the receiving party's possession or known to the receiving party at the time of its disclosure,

d   was developed by the receiving party independently of the received confidential information, or

e   if information had to be disclosed in courtroom or administrative proceedings or due to other legal obligations.

5.17.3   Obligations of parties

a   The parties agree to preserve the secrecy of all confidential information and not to disclose or make available such information to third parties.

b   For the purposes of this Agreement, third parties include neither affiliates (affiliated subsidiaries of which a party controls more than 50% of the voting shares) of the parties, nor their sub-contractors (e.g. Customs Brokers) and their employees. Each party shall ensure that corresponding obligations of confidentiality are imposed on their affiliates and sub-contractors and their employees.

c   The parties shall protect confidential information and documents and materials containing confidential information against theft and unauthorized access and duplicate them only to the extent necessary.

d   Confidential information may only be used to achieve the purpose outlined in the recitals and disclosed to employees only to the extent necessary. The parties shall impose this same obligation on such employees and respect all laws and regulations pertaining to data privacy and secrecy.

5.17.4 Miscellaneous

a   Disclosure is not a transfer of rights. The parties reserve all rights, especially copyrights and rights of use, and the right to register industrial property rights of any type.

b   Any data storage media that are provided and all copies thereof remain the property of the disclosing party. Data and data storage media must be surrendered, deleted in accordance with the latest technology, or blocked in accordance with applicable data protection law by the receiving party by the end of the term of this Agreement if so requested. The parties may comply with their legal obligations to preserve records.

c   There shall be no guarantee or liability for any detriments suffered by the receiving party because it believed that the confidential information was complete and accurate.

5.18 Data protection

5.18.1 All parties shall comply with the relevant and applicable European and national data protection law and all parties shall impose upon their directors, employees, agents, consultants or sub-contractors the obligations set forth in these regulations as far as required by mandatory law.

5.18.2 The parties understand that their use of the AEB Customs Management platform may involve storing business and personal data on AEB computer systems in the AEB data center located in Stuttgart, Germany. Proper processing, checking, and billing also requires that additional information be analyzed, stored, and backed up on data storage media. This in turn requires that AEB – as it is processing data – and the parties sign a data processing agreement as mandatory law (e.g. the General Data Protection Regulation (GDPR) and its specification in national legislation) requires it. The necessary templates are provided by AEB online
https://www.aeb.com/agreements alongside with extensive information
https://www.aeb.com/en/data-protection.php

5.18.3 If storing or processing such data requires approval or permits according to mandatory law, TRADER/TSP or any Customs Broker hereby assures that the appropriate persons and institutions have been notified and any necessary permits have been obtained.

5.18.4 In line with the above sections, AEB reserves the right to use data available on AEB Customs Management platform for the purpose of a continuous improvement of the business services provided on AEB Customs Management platform. This includes, but is not limited to, improving automation levels of business processes, improving user experience, identification and implementation of additional services, etc.

5.19 Force majeure

5.19.1 Neither party shall be in breach of its obligations under this Agreement or shall be liable to the other for any delay or failure to perform its obligations under this Agreement or any Statement of Work (SOW) issued hereunder due to causes or occurrences beyond its control including, but not limited to, natural disasters, fire, flood, explosion, terrorism, actions or decrees of governmental bodies, strike, war, civil unrest, electrical or communication line failures that are not the fault of the affected party (hereafter "Force Majeure Event").

5.19.2 If a Force Majeure Event arises, the party whose performance has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance and mitigate damages. If the period of non-performance exceeds 30 calendar days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may by giving written notice to the other party immediately terminate this Agreement and/or any relevant Statement of Work (SOW) or Service Level Agreement (SLA).

5.20 Termination

5.20.1 Termination of any brokerage service
Any party may elect to terminate any part of any brokerage service at any time by giving the other party thirty (30) days prior written notice of termination. In such instances the parties shall agree upon the manner in which the Broker Services shall be terminated during the notice period, including any associated wind-up fees.
Regardless of that, any party procuring brokerage services shall have the right to terminate with an extended notice period of more than three full calendar months at its sole discretion in order to see any unprocessed transactions completed (or canceled by the party procuring services).

Effective termination must not happen before all open transactions are processed or canceled off by TRADER/TSP. Termination of brokerage does not affect other service or license agreements between TRADER/TSP and AEB.

5.20.2 Post contractual duties
TRADER/TSP shall provide data to Customs Authorities upon request as far as necessary to comply with mandatory law.
Following expiry of the data retention period (as defined by the relevant Customs Authority) AEB shall delete/destroy data in the AEB data centre unless agreed otherwise.

5.21 Termination for cause

5.21.1 Breach of contract
Either party may terminate the applicability of this set of Terms and Conditions, any Statement of Work, Service Level Agreement or Purchase Order for cause, immediately and without prior written notice, in the event of any of the following:

a   A material breach of any commitment, representation or warranty of relevance provided that the breaching party fails to remedy any such breach within fifteen (15) business days of its receipt of a written notice from the other party of its intent to terminate the applicability of this set of Terms and Conditions;

b   A failure to fulfill or perform any duties or obligations pursuant to this set of Terms and Conditions, provided that the party failing to fulfill such duty or obligation fails to remedy any such failure within fifteen (15) business days of its receipt of a written notice from the other party of its intent to terminate the applicability of this set of Terms and Conditions.

5.21.2   Non-performance

a   If any Customs Broker
     - repeatedly fails to render its service in a professional way (e.g. not matching the
       professional performance quality standard that can be reasonably expected), and
     - one or more TRADER/TSP complain about this,
     - then TRADER/TSP shall be entitled to an adequate explanation for such a situation
     on request.

b   If one or more TRADER/TSP
     - complain repeatedly and
     - AEB has requested an explanation more than three times in 90 consecutive days,
       and
     - AEB sees no improvement concerning either complaints or the quality of the
       explanations, then AEB shall have the right to terminate this contract for cause
       immediately.

5.21.3 Termination on short notice

     AEB shall also have the right to terminate on short notice with a notice period at
     sole discretion of AEB in order to see any unprocessed transactions from any
     TRADER/TSP completed (or canceled by the respective TRADER or TSP).

5.22 Exit managment

5.22.1   Termination for any cause does not have any influence on outstanding claims
         that still have to be paid according to the terms of payments agreed.

5.22.2   Effective termination shall not happen before all transactions are processed or
         canceled off by the respective TRADER/TSP.

5.22.3   AEB shall store the primary data archived at the time of (partial) termination of
         this contract for a period of 10 + 1 years. At any time during the archive period,
         AEB can provide TRADER/TSP with a copy of all currently archived primary data
         for an appropriate fee, if so requested in writing. AEB automatically deletes
         archive data after the end of its archive period in compliance with applicable data
         privacy regulations.

5.23 Survival

Those provisions which by their nature ought to survive the termination the applicability
of this set of Terms and Conditions shall survive (e.g. confidentiality, long-term archiving).
Except as limited herein, termination shall be without prejudice to any other right or
remedy to which either party may be entitled under this Agreement, or in law.

5.24 Currency

All sums payable by either party under this Agreement shall be paid in the legal tender
specified in the applicable quote and/or order confirmation.

5.25 Screening

AEB RESERVES THE RIGHT TO SCREEN ANY CONTRACT PARTNER AT ANY TIME BY
MEANS OF RISK MANAGEMENT AND EXPORT CONTROL TOOLS, INCLUDING BUT NOT
LIMITED TO DENIED PARTIES LIST AND/OR OTHER SANCTIONS LISTS SCREENING.

6 Customs Broker Service regulations

6.1 General

6.1.1 Services of AEB BROKER are subject to the relevant Statement of Work (SOW). In general, they may include but are not limited to, knowledge of the relevant applicable customs law and/or customs classification/tariff knowledge and/or knowledge of import and export control regulations, shipping procedures and trade documentation.

6.1.2 AEB BROKER shall provide such services for the countries and to the extent in which services are offered by AEB BROKER within the SOW appended to this set of Terms and Conditions agreed between the parties.

6.1.3 Both AEB and AEB BROKER may validate and enrich data using expert customs knowledge and experience and technology, to support the processing of the customs clearance.

6.1.4 AEB shall not offer and sell services of the AEB BROKER to its TRADER or TSP customers without the consent of AEB BROKER. In general, the parties will operate based on the scope documented in a specific SOW.

6.2 Obligations of AEB BROKER

6.2.1 AEB's Customs Management platform is designed to provide highest levels of service to all its users. AEB BROKER's IT systems, as far as they are connected to and interact with AEB's Customs Management platform, are a part of the overall system and are equally important for AEB's service commitment to TRADER/TSP. Therefore, AEB BROKER shall ensure that its IT system availability and backup procedures/frequency fully matches the industry standard required to fulfill the

obligations arising out of the agreed upon SOWs. This includes regular quality control of backup data.

6.2.2 AEB BROKER shall warrant and represent – based on the information provided - that the scope of the relevant SOW is sufficient to achieve the desired purpose of the order for its services.

6.2.3 AEB BROKER shall reduce any risk of liability on the side of AEB as far as possible, including by means of information, consultation, and documentation of all relevant information necessary to demonstrate a high standard of quality while delivering the services. This includes listing the required documents and any additional information for the filing of the customs processing.

6.2.4 AEB BROKER shall check and monitor if AEB BROKER – for whatever reason – is unable to deliver the service it sold. If AEB BROKER is or becomes unable to deliver the service, AEB BROKER shall inform AEB as soon as possible. The same obligation applies if it is imminent or reasonably foreseeable that AEB BROKER becomes unable to do so.

6.2.5 AEB BROKER shall check if its relevant service can be delivered using direct representation before quoting a specific service to AEB.

6.2.6 AEB Broker and TRADER/TSP shall inform each other and AEB immediately, as soon as one of them becomes aware of a specific case (e.g. with regard to a specific Statement of Work) in which direct representation is not possible or not reasonably practical due to applicable law.

6.2.7 AEB BROKER shall immediately inform AEB, and also the respective TRADER/TSP as necessary, if the customs filing/processing request is not granted and/or accepted by the customs authorities.

6.2.8 AEB BROKER shall mitigate unexpected costs for additional expenditures or similar as far as possible and inform AEB as soon as possible if such costs occur.

6.2.9 AEB BROKER shall operate in line with its service offering as defined in the Statement of Work, supporting TRADER/TSP in compliance with their customs activities, always acting responsibly and legally. TRADER/TSP have the right to decline to provide Power of Attorney to AEB BROKER and can withdraw any Power of Attorney already provided to AEB BROKER at any time. In either case AEB BROKER will cease to act as a representative for the relevant TRADER/TSP.

6.2.10 AEB shall be under no obligation to compensate an AEB BROKER commercially for services not actually delivered by AEB BROKER due to a decision of TRADER/TSP to either not use or cease using AEB BROKER.

6.2.11 Once given the Power of Attorney, AEB BROKER shall act on behalf of the AEB Customer (TRADER/TSP) towards the Customs Authorities in submitting declarations and clearing goods for cross border movements.

6.2.12 AEB BROKER shall provide AEB Customs Management with status updates from Customs including, where applicable, any calculations of customs values, duties, tariffs or fees to be paid by TRADER/TSP. Details are to be regulated in the relevant SOW.

6.2.13 AEB BROKER shall advise AEB of any minimum Data Set or document requirements required by the Customs Authority of the country for which the service is being provided upon request.

6.2.14 AEB BROKER shall provide information with regards to any customs messaging in connection with customs clearances related to this Agreement. For example: AEB BROKER shall provide updates on status, messaging, and related documentation either manually in or via EDI to the AEB Customs Management platform.

6.2.15 AEB BROKER shall be responsible for the support of exception handling of transactional data where data is missing, incorrect, rejected, diverted, or queried by the Customs Authorities.

6.2.16 AEB BROKER shall inform AEB as soon as possible if any costs for additional expenditures and/or services (e.g. section "Cessation of claims for payment or other compensation" above) occur or become imminent to occur.

6.2.17 AEB BROKER shall report any change in the prices or fees applicable to AEB BROKERS'S services procured by AEB with a notice period of at least 60 (sixty) days.

6.3 Data protection

6.3.1 As far as AEB requires AEB BROKER to process personal data, AEB understands that use of AEB BROKER's services may involve storing business and personal data on AEB BROKER's computer systems. Proper processing, checking, and billing also requires that additional information be analyzed, stored, and backed up on data storage media. If necessary, according to the rules of mandatory applicable data protection law, AEB and AEB BROKER shall sign a data processing agreement as required. If required by the law, AEB BROKER and the relevant AEB Customer (e.g. TRADER/TSP) shall sign a separate data processing agreement as well.

6.3.2 If storing or processing such data requires approval or permits according to mandatory law, AEB hereby assures that the appropriate persons and institutions have been notified and any necessary permits have been obtained.

6.3.3 Following termination of this contract or cease of services for an individual TRADER/TSP, the relevant AEB BROKER shall upon request provide a copy of all customs related messages (primary data) to AEB or the TRADER/TSP which is

entitled to these data.

6.3.4 AEB BROKER shall retain customs data for the minimum legal period required of the relevant Customs Authority even after termination of this contract or ceasing of services to TRADER/TSP. It shall make these data available upon reasonable request to either AEB or the relevant TRADER/TSP.

6.3.5 Following expiry of the data retention period (as defined by the relevant Customs Authority) AEB BROKER shall delete / destroy these data.

6.4 Indirect representation

If TRADER/TSP and AEB BROKER expressly agree to deviate from the standard method/mode of operation and to operate based on indirect representation, the following regulations apply:

6.4.1 TRADER/TSP and AEB BROKER shall inform AEB as soon as possible once such an agreement becomes imminent.

6.4.2 AEB shall convey all information that is relevant and available to AEB (information that is necessary to assess the risk of the scope of a specific SOW) to AEB BROKER as well as to TRADER/TSP.

6.4.3 If TRADER/TSP is not acting in compliance with the law or the contract (SOW, this set of Terms and Conditions, the General Terms and Conditions) and AEB BROKER suffers damage or loss due to this, AEB will assign any claims it has against the TRADER/TSP to AEB BROKER arising out of the aforementioned noncompliance of TRADER/TSP.

In compensation for such assignment AEB BROKER shall waive the right to put forward and/or enforce claims to AEB. As a result, AEB BROKER shall be limited in

putting forward claims relating to the resold services to AEB BROKER, taking into account that AEB merely bought and resold the contractual obligations promised by AEB BROKER.

6.4.4 Any duties and taxes, including those in connection with indirect representation, shall be always outside of the scope of AEB's contractual promises, obligations, and duties (always). As a result, any financial securities or bank guarantees or other financial arrangements serving similar purposes, must be agreed and made – if and to the extent necessary – directly between AEB BROKER and TRADER/TSP. They shall not be part of the corresponding SOW offered by AEB to TRADER/TSP.

6.5 Applicable for AEB BROKER

6.5.1 AEB procures Customs Broker services in order to add them to the ASP services, as defined in the SOW and offered to the TSP or TRADER. The broker that AEB procures such services from is, in the role of AEB's contract partner, called AEB BROKER.

6.5.2 AEB may forward any claim it has against AEB BROKER to the relevant AEB Customer (e.g. TRADER/TSP) in order to support AEB Customer in the event AEB Customer wants to claim damage or loss caused by AEB BROKER due to poor performance of service.

6.6 Applicable for TRADER Broker, TSP Broker, and Independent Broker

AEB shall not be liable in any way for any customs broker services procured by TRADER TSP directly and on their own behalf from TRADER Broker or TSP Broker or an Independent Broker. For such services AEB provides the relevant ASP services only.

6.7 Fees for AEB BROKER Services

6.7.1 The parties shall determine the invoice recipient for invoices concerning AEB BROKER services with binding effect at the latest when the SOW is commissioned. A change concerning the recipient of the invoice can only be made with the prior consent of AEB in text form. Such consent will only be refused for adequate reasons. Consent of AEB does not extend payment deadlines.

6.7.2 The standard method of transferring invoices is via electronic invoice (transferred by email). If TRADER/TSP requires a different method of transmission, TRADER/TSP shall pro-actively request AEB to agree on a different method before the invoice is issued. Consent to change the method of transmission will only be refused for adequate reasons. Consent of AEB does not extend payment deadlines.

6.7.3 If TRADER/TSP falls in arrears, AEB may choose to terminate the service for cause immediately.

6.7.4 If an invoice is disputed, at least the undisputed part must be paid according to the contract, especially the AEB payment terms. Typographic errors shall be corrected by AEB in a timely manner, but they shall not constitute reason dispute an invoice or to delay a payment.

6.7.5 If TRADER/TSP falls in arrears, AEB may choose to claim an interest rate of 15% per annum plus a minimum late payment fee of €800,00 (eight hundred EUROS) for every formal email demanding payment (once a week).

6.7.6 If an AEB BROKER changes the prices and/or fees applicable to the services procured from AEB BROKER by AEB and re-sold by AEB to TRADER/TSP, AEB shall issue a new quote for these services to TRADER/TSP. TRADER/TSP shall confirm or decline the quote within 15 (fifteen) days.

If TRADER/TSP does not confirm acceptance of the new quote containing new prices and/or fees within this 15 (fifteen) day period, AEB shall be entitled to terminate the contractual relation with TRADER/TSP in whole or in part.

6.7.7 Customs declarations will be billed at the agreed price once the status "declaration sent" has been reached in the AEB broker portal, no matter if the declaration is cancelled thereafter. If a declaration is cancelled before the status "declaration sent" is updated by the AEB BROKER, then it won't be invoiced. The status "declaration sent" in the AEB broker portal is equivalent to the status "declaration in progress" in AEB's Customs Management platform, used by TRADER/TSP. Declarations managed outside of AEB's Customs Management platform are not accepted and will not be considered for billing.

6.7.8 AEB BROKER shall upload relevant billing information to the AEB broker portal. Depending on the agreed pricing model, relevant billing information includes, but is not limited to the number of customs items or parcels per declaration. For example, if the agreed pricing model is based on a price per parcel, then the number of parcels must be uploaded to the AEB broker portal, otherwise AEB has the right to withhold the payment of AEB BROKER's invoice until the relevant data has been provided.

7 Reference to AEB General Terms & Conditions

7.1 Unless otherwise agreed upon and documented between the parties, here or in another contract, the General Terms and Conditions of AEB in their respective valid version shall apply. They refer to the terms applicable for software and services provided by AEB cf. https://www.aeb.com/termsandconditions.

7.2   The B subsections for liability, indemnity, warranty, force majeure, non-disclosure, data protection, payment terms, and term and termination; as well as the sections C (on-premise installations) and E (hardware sales) of these General Terms and Conditions are expressly excluded from this reference and do not form part of this set of Terms and Conditions, because the topics are regulated in this set of Terms and Conditions.

8 Appendix

General overview of contractual obligations in scenarios I - VII

Scenario	TRADER	TSP	AEB BROKER	TRADER Broker/TSP Broker	Independent Broker	Subcontracted Broker
I	CUSTOMER of AEB • Contract with AEB for Broker Services and AEB Customs Management platform. • There might be a different choice of law. AEB Customs Broker services are procured and provided "as they are".	(not present)	SUPPLIER of AEB • Hired by AEB to provide services. Paid by AEB. • Uses AEB Customs Management platform. • PO for Broker services may follow national law and mercantile customs. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	(not present)	(not present)	If present at all NO main Contract with AEB • May access AEB Software/ Services to read / check its data. • May use AEB Software/ Services on behalf of its principal. • Depending on the circumstances there might be a separate NDA or acceptance of terms for use/access or with regard to stored data.
II	CUSTOMER of AEB • Contract with AEB for AEB Customs Management platform	(not present)	(not present)	SUPPLIER of TRADER • Hired and paid by TRADER. • Uses AEB Customs Management platform. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	(not present)	See above

Scenario	TRADER	TSP	AEB BROKER	TRADER Broker/TSP Broker	Independent Broker	Subcontracted Broker
III	NO main Contract with AEB • May access AEB Customs Management platform to read/check its data.	(not present)	(not present)	(not present)	CUSTOMER of AEB • Contract with AEB Customs Management platform. • Uses AEB Customs Management platform to serve its Customers. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	See above
IV	NO main Contract with AEB • May access AEB Customs Management platform to read/check its data.	CUSTOMER of AEB • Contract with AEB for Broker Services and AEB Customs Management platform. • There might be a different choice of law. AEB Customs Broker services are procured and provided "as they are".	SUPPLIER of TRADER • Hired by AEB to provide services. • Paid by AEB. • Uses AEB Customs Management platform. • PO for Broker services may follow national law and mercantile customs. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	(not present)	(not present)	See above

AEB

Scenario	TRADER	TSP	AEB BROKER	TRADER Broker/TSP Broker	Independent Broker	Subcontracted Broker
V	NO main Contract with AEB • May access AEB Customs Management platform to read/check its data.	CUSTOMER of AEB • Contract with AEB for AEB Customs Management platform.	(not present)	• Hired and paid by TSP. • Uses AEB Customs Management platform. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	(not present)	See above
VI	NO main Contract with AEB • May access AEB Customs Management platform to read/check its data.	NO main Contract with AEB • May access AEB Customs Management platform to read / check its data.	(not present)	(not present)	CUSTOMER of AEB • Contract with AEB for AEB Customs Management platform. • Uses AEB Customs Management platform to serve its Customers. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	See above

AEB

Scenario	TRADER	TSP	AEB BROKER	TRADER Broker/TSP Broker	Independent Broker	Subcontracted Broker
VII	CUSTOMER of AEB • Contract with AEB for AEB Customs Management platform. • Uses AEB Customs Management platform to do filing on its own. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	CUSTOMER of AEB • Contract with AEB for AEB Customs Management platform. • Uses AEB Customs Management platform to do its filing on its own. • May use a Subcontracted Broker, but remains fully responsible for its own acts or omissions and for those of its Sub. • Conditions of hiring its Sub are its own responsibility.	(not present)	(not present)	(not present)	See above