

I. User agreements transport partners

for the registration of the use of the products of SLYNX GmbH & Co. KG

1. User contract

- 1.1.** By registering as a user of the SLYNX platform, the user ("transport partner") declares his willingness to enter into a contract of use under the terms and conditions of this registration and the SLYNX GTC Transport Partner that apply in addition. After transmission of all necessary documents and acceptance of the registration by SLYNX, a corresponding user contract is concluded.

2. Self-employed business

- 2.1.** The transport partner assures that he/she carries out goods transports as a self-employed tradesman and would like to expand his/her offer to carry out commercial transport services with the help of the SLYNX platform. In particular, he assures that he is also active as a commercial freight carrier outside of the SLYNX platform and does not intend to work exclusively for SLYNX.

3. Compliance

- 1.1.** The transport partner assures that compliance with the relevant statutory regulations is always guaranteed for itself, its employees and, insofar as subcontractors work for it, by them. This obligation shall apply in particular, but not exclusively, with regard to compliance with occupational health and safety and accident prevention regulations, including provisions of the employers' liability insurance associations, and compliance with the provisions of the Driving Personnel Act and any applicable ordinances and provisions issued thereunder on driving times and rest periods, as well as to compliance with any applicable hazardous goods regulations.

4. Driving personnel

- 4.1.** The transport partner confirms that the driving personnel it employs have the necessary professional qualifications. The relevant documents shall be carried by the driving personnel at all times. If foreign driving personnel are used for whom work permits must be available, the transport partner shall ensure that the relevant documents are available and are carried at all times.

5. Minimum wage

- 5.1.** The transport partner undertakes to comply with the provisions of the Minimum Wage Act when remunerating its employees and to pay the minimum wages in the respective applicable amount. This also applies to the employees of any subcontractors used by the transport partner. At the request of SLYNX, the transport partner is obliged to grant SLYNX access to the payroll accounting of its driving personnel or that of its

subcontractor. In the event of a breach of this provision, the transport partner undertakes to indemnify SLYNX against any liability, in particular wage claims of the driving personnel and claims of social insurers as well as other claims of third parties at the first request of SLYNX.

6. Data protection

6.1. The information about the consignor and consignee and other personal data accessible to the transport partner within the scope of the order processing and execution shall be subject to data protection. The transport partner is obliged to use such data exclusively for the purpose of executing the order, to strictly observe the provisions of the Federal Data Protection Act and the European Data Protection Regulation (DSG) and to oblige its employees and subcontractors to comply with these provisions.

7. Liability

7.1. The transport partner is liable for loss of or damage to the transport goods entrusted to it in accordance with the general statutory provisions. The transport partner is obliged to indemnify SLYNX against any claims for compensation by third parties, in particular the shipper, at the first request of SLYNX, insofar as such claims are asserted in relation to the transport goods taken over by the transport partner.

8. Insurance

8.1. For the entire duration of its use of the SLYNX platform, the transport partner shall maintain, in addition to the general transport liability insurance, a forwarding insurance (carrier liability insurance) with a coverage amount of at least EUR 2.5 million and prove this to SLYNX by submitting the policy. The proof must be repeated annually, on 1 January of each year, without being requested to do so.

9. Contractual penalties

9.1. For each individual breach by the transport partner (or its subcontractor) of the obligations arising from the above provisions in Sections 2 to 6, the transport partner undertakes to pay a contractual penalty in an amount to be determined by SLYNX of up to EUR 5,000.00 for each individual case, excluding the continuation connection, whereby the appropriateness of the amount of the contractual penalty is subject to review by a court to be called upon by the transport partner if necessary. In addition, reference is made to the contractual penalty regulations in the event of delayed transport performance (clause 7.2 of the General Terms and Conditions for Transport Partners) and the obligation of the transport partner to observe customer protection (clause 8.4 of the General Terms and Conditions for Transport Partners), which is subject to a contractual penalty and forms an integral part of this contract.

10. Cancellation

- 10.1.** The user agreement is valid for an indefinite period of time and may be terminated by either party at any time without stating reasons by giving 5 days' notice to the end of a month by written declaration (in text form, also via the platform).
- 10.2.** Existing orders or other obligations that have come about via the platform during the term of the user relationship shall continue to be processed via the platform until their termination.

11. Written form

- 11.1.** Any supplements or amendments to this contract must be made in writing. This shall also apply in the event of an amendment to this written form requirement itself. No non-written ancillary agreements have been made.

12. Place of performance, place of jurisdiction

- 12.1.** The place of performance and exclusive place of jurisdiction for all disputes between the parties is Mühlacker.

II. General Terms and Conditions (GTC) Transport Partner SLYNX GmbH & Co. KG

1. Validity

- 1.1.** SLYNX GmbH & Co. KG ("SLYNX") provides transport partners with an electronic platform ("platform") for the execution of transport contracts. Part of the platform is the SLYNX app ("App"), which can be downloaded from the Google Playstore and Apple App Store. The use of the platform and the app by the Transport Partner is possible after registration and is subject to the provisions of these General Terms and Conditions ("GTC"). Other terms and conditions of the transport partner do not apply, even if they have been announced to SLYNX.
- 1.2.** By registering on the platform, a user relationship is created that enables the transport partner to offer its services via the platform and to process transport orders with the help of the platform. For the use and execution and processing of transport orders, the provisions of the transport order and, in addition, the GTC in their latest version as well as the General German Freight Forwarders' Terms and Conditions ("ADSp") in their latest version, the SLYNX Standard Operation Procedure and the statutory provisions shall apply, insofar as they are not contractually modified.
- 1.3.** SLYNX reserves the right to charge a fee for the use of the platform and to change it if necessary. The announcement of a fee or its amendment shall be made with a notice period of 30 days at the beginning of the following calendar month. If the transport partner refuses his consent to the remuneration scheme, the user relationship ends at the time provided for the entry into force of the remuneration, without the need for termination.

2. Use of the SLYNX platform

- 2.1.** After registration, the transport partner receives access to the customer requests for transport orders made on the platform and the app. The transport service provider is not obliged to submit an offer. Only those service offers are taken into account that are placed on the platform by the transport partner within the offer period visible from the platform. The transport partner is aware that other carriers who have concluded corresponding usage contracts can also submit offers via the platform. Until the end of the offer period, the transport partner has the opportunity to improve his offer in order to improve his ranking.
- 2.2.** The transport partner is not obligated to grant a transport order, even if the offer in question is the cheapest among comparable offers from other participants. Until the transport order is placed, SLYNX is entitled to cancel the advertised transport order at any time.

- 2.3.** The contract is awarded exclusively by SLYNX via the platform. In the event of a transport order being placed, the transport partner is obliged to confirm the acceptance of the order immediately within 30 minutes, to assign it to a vehicle and to carry out the transport under the conditions offered within the period defined in the order. If the order is not confirmed and assigned to a vehicle within the deadline, SLYNX is entitled to assign the transport order elsewhere.
- 2.4.** Subsequent changes, extensions or restrictions of the order are excluded, unless a change is agreed with SLYNX in individual cases. SLYNX reserves the right to make changes to the intended recipient.
- 2.5.** SLYNX is entitled to provide the customer with information on the carrier and its driving personnel as well as subcontractors and their driving personnel involved in the transport, including telephone accessibility. The transport partner obtains the necessary consents from the persons involved. The transport partner agrees that SLYNX will provide the customer with the opportunity to track the transport route until delivery via the platform.
- 2.6.** The transport partner is an independent contractor and works for its own account. There is no obligation to use the platform. Subject to the customer protection clause (para. 8.3), the transport partner is free to carry out transport orders outside the platform. The transport partner is not entitled to a minimum turnover that can be achieved via the platform.
- 2.7.** The transport partner is not entitled to forward customer enquiries made available to it via the platform to third parties or to provide third parties with access to the platform. However, the transport partner is entitled to use subcontractors to fulfill the order; in doing so, the transport partner remains responsible for the fulfillment of the transport order and is liable for the proper order processing. In particular, the transport partner is responsible for compliance with the statutory provisions, in particular with regard to the minimum wage, as well as other statutory and public law provisions such as driving and rest periods, use of foreign employees, compliance with cabotage rules, also by its employees and the subcontractors employed by it. Without prejudice to its own liability, the transport partner hereby assigns any claims arising from a violation of the above provisions against the subcontractor to SLYNX, who accepts this.

3. Registration and technical requirements

- 3.1.** The use of the platform requires a prior registration and creation of a user account for the transport partner. As part of his registration, the transport partner confirms the validity of the GTC and the separate data protection agreement of SLYNX. The transport partner assures that the information provided by him during registration is complete and correct, and undertakes to report any changes immediately.

- 3.2.** The activation of the user account takes place after acceptance of the terms and conditions as well as the [data protection declaration](#) and provision of the further information required in the registration process.
- 3.3.** The transport partner undertakes to keep his access data to the user account secure and to protect it with a secure password against access by third parties.
- 3.4.** The transport partner is responsible for all transactions that are processed via his user account.
- 3.5.** To use the platform, a stable internet connection of the transport partner – also mobile for the vehicles used - is required. Use of the app requires an Internet connection. The establishment and availability of the technical access requirements are the responsibility of the transport partner. If the access takes place from a mobile internet-capable terminal, data and connection charges can be incurred by the Internet or mobile radio provider of the user. Fees and network costs incurred by third parties shall be borne by the transport partner.
- 3.6.** The transport partner ensures that it has corresponding browser and current browser plug-ins for its computers or mobile devices that meet the requirements of the platform. The transport partner ensures that the software used by him is always equipped with up-to-date virus protection.
- 3.7.** SLYNX endeavours to keep the technical requirements for a functioning platform and app up to date, but does not assume any liability for the functionality at all times. In particular, there is no claim to constant availability of the platform, the app and its applications. We reserve the right to interrupt access for the maintenance and updating of software. However, SLYNX endeavours to announce predictable maintenance work in good time.
- 3.8.** The transport partner provides technical equipment for its employees or subcontractors and their employees which ensures up-to-date tracking of the location of the vehicle and driver used via the platform. He obtains the corresponding consent of his employees and the subcontractors employed by him with the processing of personal data, accompanied by the data [protection declaration](#) of SLYNX.
- 3.9.** SLYNX is entitled to carry out process and system audits at the transport partner at any time after announcement and to inspect the transport partner's equipment.

4. Completion of transport orders

- 4.1.** A transport order is concluded when the transport partner, in response to a transport request placed on the platform, places a binding transport offer on the platform within the period specified there and this is accepted by SLYNX by way of issuing a transport

order. SLYNX is obliged to inform the transport partner of the acceptance or rejection of the offer within the period specified on the platform.

- 4.2.** The transport partner is obliged to confirm the receipt of the transport order as well as the pick-up and delivery dates specified there or individually communicated, license plate number of the vehicle and mobile phone number of the driver immediately in accordance with the deadline set out in section 2.3 via the platform. The transport partner undertakes to use the SLYNX app to carry out the transport. SLYNX is entitled to charge a fee of 10% of the freight amount if the SLYNX app is not used.
- 4.3.** If SLYNX cancels the transport order more than 24 hours before the earliest possible loading date, the transport partner is not entitled to compensation.
- 4.4.** If SLYNX cancels the transport order within 24 hours prior to the earliest possible loading date, the transport partner may demand compensation in the amount of one third of the agreed freight charge with a maximum amount of EUR 350.
- 4.5.** SLYNX is entitled to cancel a transport order free of charge within 45 minutes of sending an e-mail confirmation if SLYNX has a recognised interest in doing so. This is expressly the case if a human or technical error is detected during the creation or transmission of the transport order or if the customer of SLYNX terminates the transport order at short notice.
- 4.6.** If the transport partner cancels the transport order confirmed by SLYNX less than 24 hours before the earliest possible loading date, the transport partner is obliged to compensate the resulting damage, in particular to compensate all additional costs for a transport partner commissioned by SLYNX as a substitute.

5. Carrying out the transport

- 5.1.** In the interest of always maintaining the transparency of order processing, the transport partner undertakes to immediately enter all steps of the transport service from collection to delivery in the SLYNX app and to make them accessible to SLYNX and its customers. Furthermore, the transport partner equips the employees engaged by him or his subcontractor with mobile phones, the telephone numbers of which are noted in the app, in order to ensure the availability of the driving personnel at every stage of the transport.
- 5.2.** The deadlines for collection and delivery specified in the transport order are binding and must be observed. Any delays or other irregularities must be reported by the transport partner immediately via the SLYNX app and, if possible, by telephone. The liability of the transport partner for any damage caused by delay or contractual penalties remains unaffected.
- 5.3.** The transport partner undertakes to use only reliable, professionally trained driving personnel with current police certificates of good conduct, a valid driving licence and

sufficient driving experience. When using foreign employees or vehicles, the relevant provisions of foreign law as well as the cabotage regulations must be strictly observed.

- 5.4.** The compliance regulations of § 32 ADSp apply. In particular, the transport partner ensures compliance with statutory minimum wage provisions and all other relevant provisions (e.g. driving and rest periods, vehicle safety requirements) for its own vehicles and employees as well as for the employees and vehicles of subcontractors.
- 5.5.** The transport partner must load, store, attach and unload the goods in a transport-safe manner. It ensures adequate protection of the transported goods during the entire transport. Insofar as special equipment is prescribed in the transport order, it must be carried on board until the end of the transport.
- 5.6.** The transport and accompanying documents, in particular CMR consignment notes, commercial invoices, packing lists and customs documents, must be carried and may not be given to third parties with the exception of official or other prescribed controls.
- 5.7.** If the goods are not collected or delivered on time, the transport partner shall be liable for any additional costs incurred as a result. In the case of deliveries outside the recipient's working hours, unloading may only take place if the recipient has agreed to do so.
- 5.8.** The delivery must be documented by the transport partner and his driving personnel. In the absence of other instructions from SLYNX, the goods may only be handed over following receipt of a signature on the SLYNX app. The transport partner shall ensure that the consignee acknowledges receipt of the transported goods with his signature and notes any complaints. At the same time, the transport partner shall upload a photograph of the CMR consignment note or delivery note onto the platform via the SLYNX app when unloading has taken place.
- 5.9.** All proofs of delivery will be transmitted to SLYNX by the transport partner via the SLYNX app/SLYNX platform immediately after completion of the transport. If the transmission of the documents via the SLYNX app/SLYNX platform is not possible for reasons for which SLYNX is responsible (in particular for technical reasons), the transmission of the documents by the transport partner must take place in another way, to be determined by SLYNX in individual cases.
- 5.10.** If the transported goods cannot be delivered to the recipient, the transport partner must first contact the recipient by telephone in order to enable delivery. The attempt to make contact must be documented. However, if delivery is not possible, the sender of the goods to be transported must be contacted immediately via the SLYNX app and, if possible, by telephone, and it must be checked whether a further attempt at delivery, which is then subject to a charge, is to be made or whether the goods to be transported are to be transported to the sender. The transport partner may only make a delivery to a third party or another storage location with the express prior consent of the sender.

- 5.11.** The transport partner will immediately inform SLYNX of any obstacles to performance or material circumstances affecting the transport or delivery via the platform and, as far as possible, by telephone and obtain instructions from SLYNX. The information must include details such as the reason for the delay or obstacle, the measures taken by the transport partner and any postponements.
- 5.12.** In the event of an accident or other damage event, the following information in particular must be transmitted to SLYNX:
- Registration plate and type of vehicles involved
 - Local time and course of the event
 - Names and addresses of the persons involved
 - Description of the damage to the transported goods
 - Name and file number of the receiving police station
 - Measures taken by the transport partner
 - Recall options
 - Photographs of the damage
- 5.13.** If damage to the freight occurs during transport, the transport partner is obliged to immediately notify SLYNX and obtain its instructions, regardless of the cause of the damage.
- 5.14.** In the event of a complaint by the recipient regarding the condition or defects of the transported goods or a delay, the transport partner will document the complaint and ensure that the recipient documents any complaint that the transport partner enters into the SLYNX app accordingly.

6. Invoicing and payments

- 6.1.** Within 14 working days after delivery and submission of all supporting documents, including confirmation of the recipient, via the SLYNX app, SLYNX will create an invoice and a credit note on the account of the transport partner. The credit note shall be made in the amount specified in the transport order without deduction, provided that the service has been provided in full and in accordance with the order. SLYNX may make appropriate deductions for damages to the transported goods, damage caused by delays or other claims against the transport partner, which must be shown in the invoice. The transport partner undertakes to check the invoices immediately, but no later than within 5 working days, and to assert any complaints, accompanied by supporting documents. Late complaints against the correctness of the settlement will only be taken into account if the transport partner was prevented from asserting the claim for reasons for which it was not responsible.
- 6.2.** Additional costs, expenses or fees will only be reimbursed if they are included in the transport order or an individual agreement confirmed via the platform.

- 6.3.** Insofar as stand fees for which the Transport Partner is not responsible are asserted by the Transport Partner as part of the collection or delivery of the transported goods or cancellation costs, these costs must be asserted via the platform by the Transport Partner within 5 working days after delivery by SLYNX, accompanied by appropriate documents.

7. Liability and insurance

- 7.1.** The liability of the transport partner is determined in accordance with the statutory provisions as well as the ADSp in the currently valid version.
- 7.2.** In the event of delays in the collection or delivery of the transported goods which are neither caused by the sender nor the recipient, the transport partner undertakes to pay a contractual penalty on first request in the amount of €10.00 for each full hour of delay, but in total no more than 5% of the order value. The right to claim for higher damages remains.
- 7.3.** The liability of SLYNX under §§ 414, 455 and 468 HGB is limited to 8.33 Special Drawing Rights (of the International Monetary Fund) for each kilogramme of the gross weight of the freight or an amount of 200,000 euros, whichever is lower, per loss event.

The liability of SLYNX is limited to intent and gross negligence. This limitation of liability does not apply to

- damages resulting from injury to life, body or health,
 - damage caused by intentional or grossly negligent behaviour,
 - damages resulting from the culpable violation of a fundamental contractual duty (a duty that absolutely needs to be fulfilled to allow proper performance of the contract and on the observation of which the contractual partner usually relies and is reasonably allowed to rely) whereby in such a case the liability is limited to compensation for the typical foreseeable damage.
- 7.4.** The transport partner is obliged to take out and maintain road liability insurance that covers his obligations arising from the assumption of transport orders and his legal liability. The transport partner is also obliged to take out motor vehicle liability insurance with a customary sum insured and business liability insurance with a customary sum insured.
- 7.5.** The transport partner is obliged to upload the insurance policy of the traffic liability insurance upon registration on the platform and to update it at any time. At the request of SLYNX, the transport partner will submit the originals of the policy or otherwise prove that the insurance cover exists and, if necessary, give SLYNX the opportunity to assert any claims directly against the insurer. The insurance policies required by law must be carried by the transport partner during each transport and must be submitted to inspections.

8. Confidentiality, data protection, platform rights, customer protection

- 8.1.** The transport partner undertakes to treat all information that becomes known to him about the use of the platform and in the context of the execution of transport orders and that affects SLYNX, the sender or the recipient confidentially at all times, even beyond the duration of the usage contract, and not to disclose it to third parties, unless there is a legal obligation or official order to do so.
- 8.2.** The transport partner undertakes to comply with the [data protection declaration](#) in accordance with GDPR, which was handed over to him upon conclusion of the General Terms and Conditions. In addition, the transport partner undertakes to separately oblige his employees, subcontractors or other persons engaged by him who, in the course of carrying out a transport order, receive knowledge of information about the sender, recipient, shipment content or order conditions, to comply with their obligations under the GDPR and the duty of confidentiality and to document this.
- 8.3.** By registering on the Platform, the Transport Partner acknowledges SLYNX's exclusive rights to the platform. He undertakes not to make any modifications to the software or in any other way to the platform or to influence the functionality of the platform in any other way. The transport partner shall ensure that no viruses or other harmful software enter the platform via its data. The transport partner undertakes not to make or distribute copies of the platform. The transport partner reserves the right to print out its order documentation.
- 8.4.** During the term of the User Agreement and for a period of 12 months after its termination, the Transport Partner undertakes not to establish any business contact with customers who have become known to it via the SLYNX Platform or to offer them transport services outside the SLYNX Platform. This obligation also applies to companies affiliated with the transport partner. The Transport Partner undertakes to pay a contractual penalty for each case of violation of this obligation, in the amount of twice the value of the (net) order sum, whereby the amount of the contractual penalty can be checked for appropriateness by the competent court at the request of the Transport Partner. The transport partner is obliged to disclose the relevant billing documents if there are facts that are suitable to prove a breach of the above obligation.

9. Final provisions

- 9.1.** The GTC are subject to change. The latest version of the Terms of Use and the General Terms and Conditions, as announced via the SLYNX Platform, shall apply, unless the

transport partner objects to the changes in writing (in text form) within 14 days of notification.

- 9.2.** German law will apply. The place of performance is Mühlacker.
- 9.3.** The exclusive place of jurisdiction for all claims against SLYNX is Mühlacker.