

## NXTPORT BULKCHAIN TERMS AND CONDITIONS

### 1. DEFINITIONS

The following definitions (and additional definitions provided below) will apply to these terms and conditions of (the “Terms and Conditions”):

“**Acceptance of the Terms and Conditions**” means the acceptance form executed by the Subscriber;

“**Agreement**” means these Terms and Conditions and its Annexes, together with the Acceptance of the Terms and Conditions executed by the Subscriber;

“**Authorized Users**” means the Subscriber’s employees or contractors, other Subscribers and NxtPort who have the right to use a specific set of Subscriber Data available on the Solution pursuant to the applicable Documentation;

“**Availability**” is calculated as follows:  $(1 - \frac{\text{number of minutes of Downtime}}{\text{total number of minutes per month}}) \times 100\%$

“**BULKCHAIN**” or “**BULKCHAIN Solution**” means the evolutive digital Solution developed by NxtPort and its suppliers to digitize and optimize the breakbulk goods flow and includes but not limits to the following process areas and as described in Documentation:

- 1) Terminal Delivery Order (TDO)
- 2) Terminal Delivery Confirmation (TDC)
- 3) Vessel Loading Order (VLO)
- 4) Vessel Loading Confirmation (VLC)
- 5) Terminal Release Order (TRO)
- 6) Terminal Release Confirmation (TRC)
- 7) Stuffing Order (STO)
- 8) Stuffing Confirmation (STC)

“**BULKCHAIN Product Governance**” means the structure and rules for the governance of the Bulkchain Solution as they are described in a governance charter (part of annex 1) between NxtPort, Port of Antwerp Bruges and The Way Forward;

“**Confidential Information**” means any and all information disclosed by the Disclosing Party to the Receiving Party that is (i) marked “confidential” or “proprietary”, including orally conveyed information designated confidential at the time of disclosure provided that it is reduced to a written summary marked “confidential” that is supplied to the Receiving Party within thirty (30) calendar days of the oral disclosure, or (ii) regardless of whether so marked or identified, all information that would reasonably be considered confidential, including, without limitation, pricing, terms, attachments, appendices and all information related to the software associated with this Agreement. Confidential Information of NxtPort will be deemed to include the Solution. Confidential Information of the Subscriber will be deemed to include the Subscriber Data and all data generated by the Solution;

“**Data Protection Legislation**” means the EU Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), together with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related legislation resulting from such Directive or Regulation, as updated from time to time;

“**Disclosing Party**” means the Party that discloses Confidential Information under this Agreement;

“**Documentation**” means any documentation, best practices, fair use policies, usage restrictions and usage guidelines applicable to the BULKCHAIN Solution as included in ANNEX 1;

“**Downtime**” means the time the Authorized Users cannot use the Solution, owing to a combination of technical downtime and functional availability, being P1 incidents. Downtime begins when the unavailability occurs and ends when the Availability of the BULKCHAIN Solution is restored, or when an alternative (temporary) solution and/or alternative mode of operation is provided, and excludes Scheduled Downtime and any waiting time for additional clarification or information request;

“**Effective Date**” means the date of acceptance of the Agreement by the Subscriber;

“**Fee(s)**” means the fee paid by the Subscriber as a consideration for the Solution as set forth in the Agreement;

**“Intellectual Property Rights”** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, design rights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

**“Logistic Service Provider”**: company that, among other things, creates the Terminal Delivery Order in the Bulkchain Solution, as described in the Documentation;

**“My POAB”** is the repository of active companies and active users. My POAB itself is not part of the BULKCHAIN solution, only the integration is;

**“NxtPort”** is a private limited liability company (*‘besloten vennootschap’* or *‘BV’*) established, organized and existing under Belgian law, with seat at Zaha Hadidplein 1, 2030 Antwerpen, Belgium, and registered with the Crossroads Bank for Enterprises under the company number 0429.672.881;

**“Operational emergency procedures”** means any procedures agreed by the Subscribers that regulated the operational processes in case of unavailability of BULKCHAIN or any of the connected systems. Technical provisions for mitigation of operational impact during system unavailability such as data buffering and retry mechanisms applicable are described in the Documentation.

**“Party”** or **“Parties”** means NxtPort and/or the Subscriber;

**“Personal Data”** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;

**“P1 incidents”** means urgent, critical and high-priority situations or events caused by malfunctioning of the Solution within normal business operations impacting a substantial number of Subscribers with a specific Role and for which no reasonable workarounds are possible, which can’t be anticipated by sound business practices and excludes exceptional business operations as described in Documentation.

**“Receiving Party”** means the Party that receives Confidential Information under this Agreement;

**“Role”** means the role of Subscriber being ship agent, terminal operator or logistic service provider. All roles are described in the Documentation;

**“Scheduled Downtime”** means (i) planned maintenance downtime (scheduled as necessary, at NxtPort’s own reasonable discretion in accordance with the process described in the BULKCHAIN Product Governance , of which NxtPort will use commercially reasonable efforts to give at least 8 hours electronic notice and which NxtPort will schedule to the extent practicable outside business hours, and (ii) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the Solution;

**“Service Levels”** means the service levels as described in ANNEX 1;

**“Service window”** means Monday until Friday between 7am until 9pm on Belgian business days and Saturdays between 8am and 12 am, excluding Belgian holidays, where indicative Service Levels apply;

**“Ship Agent”** means the User (sole proprietor or legal person) mandated to represent the Maritime Transport Organiser as described in the Documentation;

**“Solution”** means BULKCHAIN;

**“Subscriber”** means every legal entity that concludes this Agreement with NxtPort with regard to the access and use of the Solution;

**“Subscriber Data”** means data, information or material provided or submitted by Subscriber or its Authorized Users, to NxtPort whether through the Solution or otherwise as described in the Documentation;

**“Term”** means the duration of the Agreement;

**“Terminal Operator”**: the terminal operator for the respective cargo as described in the Documentation;

**“Third Party”** means any legal or natural person that is not a Party to this Agreement or an Authorized User;

“Virus” means a virus, cancelbot, worm, logic bomb, Trojan horse or other harmful component of software or data;

## 2. SCOPE

The Agreement applies to all contracts relating to the use of the Solution between NxtPort and the Subscriber, except when special written agreements between NxtPort and the Subscriber stipulate otherwise. This Agreement is deemed to be read, understood and accepted by the Subscriber when the Subscriber or Authorized User start using the Solution. This Agreement is deemed accepted even when they are conflicting with the Subscriber’s general or special purchasing terms and conditions. The fact that NxtPort did not explicitly reject the terms and conditions of the Subscriber referred to in any contract cannot be interpreted by the Subscriber as an acceptance by NxtPort of such terms and conditions.

## 3. ONBOARDING

Subscriber commits to comply with the onboarding procedures as described in ANNEX 2.

## 4. LICENSES

### 4.1. License by NxtPort

4.1.1. Subject to compliance with the Agreement and timely payment of the Fees by the Subscriber, NxtPort grants the Subscriber, and its Authorized Users, for the Term, a renewable, worldwide, restricted, personal, non-exclusive, non-transferable, non-assignable license, without the right to sub-license, to access and use the Solution pursuant to the applicable Documentation. The aforementioned license is granted as of the Effective Date.

### 4.2. License by the Subscriber

By uploading, creating or otherwise providing information or Subscriber Data on the Solution and subject to compliance with the Agreement, Subscriber grants to NxtPort a restricted, personal, non-exclusive, worldwide, non-exclusive, non-transferable and non-sublicensable license which is strictly limited to:

(i) make the Subscriber Data available to Authorized Users, for internal analysis purposes, and in strict compliance with the instructions made available by the Subscriber through the Solution and the Documentation, who will be granted the right to copy, share within their organization, create derivatives from, make commercial use of and display specified Subscriber Data, all in strict accordance with the Documentation;

(ii) ameliorate or enrich the Subscriber Data in an identifiable manner through the Solution to the extent necessary to provide the Solution in strict accordance with the Documentation;

(iii) use, save, store and process any raw Subscriber Data through the Solution to the extent necessary to provide, maintain and improve the Solution, or development of new services, including the usage for Subscriber Data analysis via the Solution, solely in an aggregated and unidentifiable manner and only for the purpose of creating added value for the Subscriber.

### 4.3. Restrictions

The Subscriber is not allowed to use the Solution or a component thereof in a manner not authorized by NxtPort as described in the Documentation and in this Agreement. Within the limits of the applicable law and unless agreed otherwise or as provided in this Agreement, the Subscriber is not permitted to (i) make the Solution available or sell or rent the Solution to any Third Parties, unless explicitly agreed with NxtPort; (ii) adapt, alter, translate or modify in any manner the Solution; (iii) sublicense, lease, rent, loan, distribute, or otherwise transfer the Solution to any Third Party; (iv) decompile, reverse engineer, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Solution, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation; (v) alter, remove, or obscure any copyright notice, digital watermarks, proprietary legends or other notice included in the Solution; (vi) intentionally distribute any Virus or other items of a destructive or deceptive nature or use the Solution for any unlawful, invasive, infringing, defamatory or fraudulent purpose; or (vii) remove or in any manner circumvent any technical or other protective measures in the Solution.

## 5. INTELLECTUAL PROPERTY

5.1. **Solution.** Subscriber acknowledges and agrees that this Agreement is not a sale of the Solution or any rights therein, and that NxtPort and its suppliers will at all times retain all Intellectual Property Rights in and to the Solution and the Documentation. All rights in and to the Solution not expressly granted to Subscriber in this Agreement are reserved by NxtPort. No license is granted to the Subscriber except as to use of the Solution as expressly stated herein. NxtPort’s name, NxtPort’s logo, and the product names associated with the Solution are trademarks of NxtPort or Third Parties, and they may not be used without NxtPort’s prior written consent.

5.2. **Subscriber Data.** Subscriber (or its licensors, if applicable) will be the sole and exclusive owner of all (rights relating to the) Subscriber Data.

## 6. WARRANTIES

6.1. The Subscriber and NxtPort represent and warrant to each other that (i) it is duly organized, validly existing and in good standing under the laws of its incorporation and (ii) it has all requisite power and authority to execute and deliver the Agreement, to perform its obligations hereunder and to engage in the transactions contemplated thereby. Furthermore, either Party represents and warrants to the other that the execution, delivery and performance of this Agreement has been duly authorized by all requisite action on the part of such Party and this Agreement constitutes the legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

6.2. Parties represent and warrant that, to the best of their knowledge, the delivery and performance of the Agreement does not (i) violate any judgment, order, injunction, decree or award of any court or governmental body binding on it, (ii) violate any law or regulation that is applicable to it, or (iii) violate or conflict with, or constitute a default under, the terms of any agreement to which it is a party. If at any time during this Agreement, either Party notices or suspects that wrong assumptions have been made or any of these warranties prove incorrect, it will promptly inform the other Party thereof in writing.

6.3. Except as expressly provided in this Agreement and to the extent permitted under applicable law, NxtPort expressly disclaims all warranties, express or implied, including but not limited to any warranties of merchantability, non-infringement, satisfactory quality and fitness for a particular purpose of the Solution, other than that NxtPort warrants that the Solution will, to its best knowledge, not contain any Viruses or infringe any Intellectual Property Rights of Third Parties. In particular, NxtPort does not warrant that the Solution is error-free or that the use and/or operation of the Solution will be secure or uninterrupted, that NxtPort will detect any or every defect in Subscriber's systems or that any or all problems with respect to the Solution can be solved. The Solution will be provided by NxtPort under this Agreement on an "as-is" basis. Subject to art. 7, NxtPort will be liable to the other Party for any damage incurred by this other Party with respect to the use of the Solution and directly resulting from the fault, negligence or omission by NxtPort.

6.4. Each Party warrants to comply with the applicable Data Protection Legislation.

## 7. LIABILITY

7.1. To the maximum extent permitted under applicable law, the maximum liability of each Party to the other Party arising out of this Agreement will not in any event exceed the Fees paid or payable by the Subscriber to NxtPort during the preceding twelve (12) month period. The aforesaid restrictions do not apply to a Party's liability resulting from (i) fraud or deceit, (ii) gross negligence ("*zware fout*"), (iii) *its indemnity obligations* and/or (iii) intentional misconduct.

7.2. For the avoidance of doubt, it is specified that neither Party will in any event be liable for any indirect, consequential or other similar damages (including but not limited to damages for loss of profit, revenue, business, contracts or clients, loss of goodwill, damages to equipment and reputational damages, opportunity loss, loss of anticipated savings, and costs of procuring replacement goods or services), even if such Party has been advised or notified of the possibility of such costs or damages.

7.3. NxtPort will procure and maintain adequate insurance coverages throughout the duration of the Agreement.

## 8. INDEMNITIES

8.1. NxtPort will defend, indemnify and hold harmless the Subscriber from each and every demand, claim, loss, liability, or damage of any kind whatsoever, including reasonable attorney's fees, whether in tort or in contract, incurred by reason of, or arising out of, against any claim brought by Third Parties to the extent such claim is based on an infringement of the Intellectual Property Rights of such Third Party by the Solution and excluding any claims resulting from (i) any unauthorized use of the Solution by the Subscriber or any use not in accordance with these Agreement and/or the Documentation, (ii) the Subscriber's modification (or on the Subscriber's behalf) of any of the Solution, (iii) the Subscriber's failure to use the most recent version of the Solution made available to it, or (iv) the Subscriber's use of the Solution in combination with any Third Party products or services (unless agreed between Parties).

8.2. Such indemnity obligation will be conditional upon the following: (i) NxtPort is given prompt written notice of any such claim; (ii) NxtPort is granted sole control of the defense and settlement of such a claim; (iii) upon NxtPort's request, the Subscriber fully cooperates with NxtPort in the defense and settlement of such a claim, at NxtPort's full expense; and (iv) the Subscriber makes no admission as to NxtPort's liability in respect of such a claim, nor does the Subscriber agree to any settlement in respect of such a claim without NxtPort's prior written consent. Provided these conditions are met, NxtPort will indemnify the Subscriber for all direct damages and costs incurred by the Subscriber as a result of such a claim, as awarded by a competent court of final instance, or as agreed to by NxtPort pursuant to a settlement agreement.

8.3. In the event the Solution or any part thereof, in NxtPort's reasonable opinion, is likely to or become the subject of a Third Party infringement claim, NxtPort will have the right, at its sole option and expense, to: (i) modify the ((allegedly) infringing part of the Solution, so that it becomes non-infringing while preserving equivalent functionality; or (ii) obtain for the Subscriber a license to continue using the Solution in accordance with these Agreement. Only if the options as specified

under article 8.3 (i) or (ii) would not be possible, to be determined by NxtPort at its reasonable discretion, after consultation with the Subscriber, NxtPort will have the option to terminate this Agreement and pay to the Subscriber an amount equal to a pro rata portion of the Fees for the remaining part of the Term.

8.4. The foregoing states the entire liability and obligation of NxtPort and the sole remedy of the Subscriber with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Solution or any part thereof.

## **9. PRICE AND PAYMENT CONDITIONS**

### **9.1. Price**

9.1.1. Rate structure is included in ANNEX 3

9.1.2. Unless stipulated otherwise, the price is a net price exclusive any applicable taxes (including local taxes), charges (including local charges), import duties, or any fees for systems and/or services by any other software or network provider, or sums payable on account of any currency control restrictions. If Subscriber is legally obliged to withhold aforementioned sums from his payment to NxtPort, he will pay NxtPort, in addition to the price, sufficient funds to cover the payment by NxtPort of such sums that are excluded under this article. The fees will be due as of the Effective Date.

9.1.3. BULKCHAIN Rates are yearly recalculated in November for the coming year subject to effective income and cost of the Solution and evolution of the Consumption index, in relation to the agreed business case targets, evolutions in requirements in e.g. Service Levels, additional functionality and security. This recalculation process will be conducted as described in the BULKCHAIN Product Governance. Updated tariff structures are published on the BULKCHAIN website.

9.1.4. Any complaint about invoiced amounts must be lodged with NxtPort by registered letter within thirty(30) days after receipt of the invoice. If Subscriber disputes only part of the invoice, he will not be entitled to suspend payment of the undisputed amounts.

### **9.2. Payment**

9.2.1. During the Term and as a consideration for the license set out in article 4.1. hereof, the Subscriber agrees to pay the Fee as set forth in this Agreement.

9.2.2. All invoices for any charges under this Agreement are due and payable within thirty (30) calendar days of the invoice date.

9.2.3. NxtPort will send its invoice via the PEPPOL platform. The registered PEPPOL ID for NxtPort is 9925:be0429672881.

In case the Subscriber is not subject to the PEPPOL obligations, the Subscriber shall provide (and update if necessary) a correctly functioning e-mail address to which the electronic invoice can be sent.

9.2.4. NxtPort shall have the right to invoice through an affiliated company. In such case, payment by Subscriber to such affiliated company shall constitute a valid payment under the Agreement.

9.2.5. All payment obligations are non-cancellable, and all amounts paid, unless undue, are non-refundable. Amounts due are exclusive of all applicable taxes, levies, or duties, and Subscriber will be solely responsible for payment of all such amounts. All amounts are payable in Euro. All amounts not paid by the Subscriber on the due date mentioned in the invoice will bear interest in accordance with the law of 2 August 2002 on combating late payments in commercial transactions, as of the due date, as well as a lump sum indemnity equal to ten percent (10%) of the invoiced amount. Moreover, NxtPort reserves its right to suspend further delivery of support and maintenance services as from one (1) month after NxtPort's first payment reminder. Furthermore, NxtPort may terminate the Agreement in the event of repetitive non-payment, *i.e.* no payment to NxtPort as from two (2) months after NxtPort's first payment reminder.

## **10. SUPPORT - MAINTENANCE - SERVICES**

10.1. During the Term of the Agreement, NxtPort will provide support for technical incidents during Service window.

10.2. NxtPort does not warrant that the Solution will function without error or interruption, but will use its best efforts to resolve errors and interruptions within a reasonable timeframe. In the Bulkchain SLA (included in Annex 1) more information is provided on the Availability of the Solution.

10.3. NxtPort has the right to adjust the services (or have them adjusted) in accordance to the process described in the BULKCHAIN Product Governance, provided it informs the Subscriber about this within a reasonable period of time.

10.4. NxtPort reserves the right to temporarily decommission the services for the purpose of urgent maintenance, adjustment or improvement of the services and/or to remedy any faults.

10.5. NxtPort reserves the right to have Scheduled Downtime periods, and will notify the Subscriber in a timely manner thereof.

10.6. NxtPort is not responsible for the accuracy, timeliness and completeness of the Subscriber Data.

10.7. The BULKCHAIN Product Governance will be timely consulted by the Subscriber for any change in functionality and/or roadmap (timing) and/or Service windows.

## **11. DATA PROTECTION & SECURITY**

11.1. To the extent any Personal Data is processed by NxtPort, such processing will be done in accordance with the applicable Data Protection Legislation as described in ANNEX 4,

11.2. Each of the Parties must take the appropriate technical and organizational measures to protect Data from being lost or any form of unauthorized access, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the controller and the processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk.

11.3. NxtPort will use reasonable efforts in close collaboration with the BULKCHAIN Product Governance to conform to the NIS2 directive and relevant Belgian implementation law.

11.4. Each Party will immediately notify the other Party of incidents that potentially endanger Parties systems and Subscriber Data.

11.5. NxtPort reserves the right to proactively or reactively reduce the availability of BULKCHAIN for urgent security reasons, whereby this unavailability will not be considered as Downtime.

## **12. TERM AND TERMINATION**

### **12.1. Term**

This Agreement shall enter into force and be effective for an indefinite period and can only be terminated as stipulated in this Agreement. Subscriber can terminate the Agreement for convenience as of the first anniversary of the Agreement subject to a written notice of termination of two (2) months with effect from the start of the next calendar year.

Five years after the start of the final BULKCHAIN Solution on 1 March 2027 (so in February 2032), NxtPort will, within the framework of the BULKCHAIN Product Governance, in good faith discuss the continuation or termination of BULKCHAIN. After that date, NxtPort has the right to discontinue the BULKCHAIN, provided that the decision process as described in the BULKCHAIN Product Governance is adhered to.

### **12.2. Termination**

12.2.1. Either Party may terminate this Agreement by written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) calendar days from receipt of a default notice. A severe security breach will be considered as a material breach of the Agreement.

12.2.2. Either Party may terminate this Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

12.2.3. Upon termination of this Agreement for whatever reason (i) the Subscriber will promptly pay NxtPort all Fees and other amounts earned by or due to NxtPort pursuant to this Agreement, up to and including the date of termination, except if this Agreement would have been terminated for breach by NxtPort (ii) all user rights granted to the Subscriber pursuant to this Agreement, including the rights to use the Solution as per article 4, will automatically terminate.

Termination of this Agreement on whatever ground will be without prejudice to any right or remedy that has accrued prior to the actual termination.

12.2.4. On termination all historical data will be removed 6 months after termination. Activation after termination with no data loss is only possible within 6 months after termination on condition that the intermediate period is paid. Specific activation fee may apply.

12.2.5. On simple request by Subscriber, NxtPort can draft a specific proposal to keep the historical data available in case of termination.

12.2.6. The provisions of these Agreement that are expressly or implicitly intended to survive termination will survive any expiration or termination of this Agreement.

### 13. CONFIDENTIALITY

13.1. Each Receiving Party undertakes to keep confidential all Confidential Information disclosed pursuant to or in connection with this Agreement (whether or not such information is expressly stated to be confidential or designated as such) by the Disclosing Party and therefore not to disclose such Confidential Information to others or use it for purposes other than the execution of this Agreement with NxtPort.

13.2. Without prejudice to the above, the Parties agree that if a confidentiality agreement is concluded between them, the provisions thereof shall prevail if there is a conflict with the provisions of this article.

13.3. The Receiving Party's obligations with regard to the Confidential Information will remain in force for a period of five (5) years after the termination of this Agreement unless a confidentiality agreement between the Parties stipulates otherwise.

13.4. The provisions of this article shall not apply to any information which: (a) is published or comes into the public domain other than by a breach of the Agreement or, (b) can be shown to have been known by the Receiving Party before disclosure by the Disclosing Party or, (c) is lawfully obtained from a Third Party or, (d) can be shown to have been created by the Receiving Party independently of the disclosure and other than as part of the project in scope of this Agreement.

13.5. The restrictions in this article do not apply to the extent that any Confidential Information is required to be disclosed by any law or regulation or by any judicial or governmental order or request.

13.6. Upon termination of this Agreement, for whatever reason, the Receiving Party will return all Confidential Information of the Disclosing Party and all copies thereof to the Disclosing Party or, at the Disclosing Party's option, erase or destroy all Confidential Information.

### 14. MISCELLANEOUS

14.1. Specific terms apply to My POAB. For the avoidance of doubt, in case of contradictions between this Agreement and the Terms and Conditions of My POAB the latter shall take precedence.

14.2. **Operational emergency procedures.** NxtPort is not responsible for the operational emergency procedures agreed by the Subscribers, nor will NxtPort support the Subscriber in implementing or using these emergency procedures, other than the technical provisions for mitigation as described in the Documentation.

14.3. **Testing.** Subscriber will perform solid integration testing of any new Solution release in the Solution test environment prior to use new releases in the production environment. NxtPort reserves its right to suspend its support services if no integration testing is performed.

14.4. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

14.5. **No Partnership.** No joint venture, partnership, employment, or agency relationship exists between Subscriber and NxtPort as a result of this Agreement or use of the Solution.

14.6. **No Waiver.** The failure of a Party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that Party in writing.

14.7. **References.** NxtPort is entitled to make public reference to the Subscriber as a Subscriber of NxtPort and to use the Subscriber's name and logo on its website for this purpose only (for the avoidance of doubt, without, in any event, disclosing any Confidential Information), after prior written approval of the Subscriber.

14.8. **Force Majeure.** If the performance of this Agreement by either Party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labour disputes, act of God, power failures, cybercrime, unauthorized access to NxtPort's information technology systems by Third Parties, or any other

causes beyond the control of such Party (“**Force Majeure Event**”), that Party will be excused from such to the extent that (i) it is prevented, hindered or delayed by such causes, (ii) it notifies the other Party in a timely manner and (iii) mitigates the effects of such Force Majeure Event as much as possible.

14.9. **Non-Assignment.** This Agreement may not be assigned by a Party to a Third Party without the prior written approval of the other Party. NxtPort may however assign this Agreement to (i) a parent company or subsidiary, (ii) an acquirer of all or substantially all of its assets involved in the operations relevant to this Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this article will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

14.10. **Notice.** Each Party must deliver all notices or other communications required or permitted under this Agreement in writing to the other Party at the address provided by the Party by e-mail. Each Party will provide the contact details of a single point of contact to the other Party. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, any such notice will be considered to have been given five (5) calendar days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, any such notice shall be considered to have been given on the delivery date reflected by the courier or express mail service receipt. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.

14.11. **Entire Agreement.** This Agreement together with any applicable Documentation, comprises the entire agreement between Subscriber and NxtPort and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding the subject matter contained herein. No amendment to or modification of this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

14.12. **Applicable law and Jurisdiction.** This Agreement shall be construed in accordance with its provisions, without any strict interpretation in favor of or against one of the Parties and in accordance with Belgian law, without application of any conflict of laws. All disputes or controversies arising out of or in connection with this Agreement or its subject matter that cannot be resolved by amicable settlement within a term of thirty (30) days from the date that the dispute is referred from one party to the other, shall be subject to the exclusive jurisdiction of the courts of Antwerp, section Antwerp.

#### **ANNEXES:**

**ANNEX 1:** Documentation is published and continuously updated on <https://documentation.nxtport.com/bulkchain>.

**ANNEX 2:** Onboarding procedure is published and continuously updated on <https://documentation.nxtport.com/bulkchain>.

### **Annex 3: Rate structure, implementation and invoicing**

The rate structure for the final BULKCHAIN Solution, which will launch on March 1, 2027, will be finalized by the end of December 2026, in accordance with the governance of the Bulkchain Proof of Value (POV), as set forth in the Bulkchain POV contract.

The Subscriber cannot access the BULKCHAIN production environment without prior signing and acceptance of the BULKCHAIN Agreement.

## **Annex 4: Processing of Personal Data**

### **1 Data controller**

The data controller for this processing is NxtPort BV, registered under company number (LER Antwerp) 0429.672.881 with registered office at Zaha Hadidplein 1, B-2030 Antwerp.

In its capacity as data controller, NxtPort shall take all appropriate technical and organisational measures to protect Personal Data against accidental or unauthorised destruction, accidental loss, and any unauthorised processing of Personal Data.

NxtPort will continue to ensure that Personal Data is processed in a lawful, proper and transparent manner; that Personal Data is collected for specific, expressly defined and justified purposes and that they are not subsequently processed in any manner incompatible with those purposes; that Personal Data is sufficient, relevant and limited to what is necessary for the purposes mentioned; that the Personal Data is correct and, if necessary, updated; that Personal Data is not kept longer than necessary for the purposes mentioned.

NxtPort guarantees that no transfer to third countries for data processing or storage shall take place without taking the necessary measures to comply with the protection requirements of the European privacy regulations.

### **2 Data subjects**

Data subjects are natural persons whose data is processed in the context of BULKCHAIN.

### **3 Personal data being processed**

NxtPort collects and processes the following Data:

Contact details of Users and appointees of Users (company name, name, e-mail address, telephone number).

### **4 Source of the Personal Data**

The Personal Data is provided by a User.

### **5 Data processing purposes**

The Personal Data will be processed purely for the services of BULKCHAIN as also further described in the Agreement and in Annex 1.

In the context of this processing, the Personal Data will be passed on to third parties within the EU, namely to bodies to which NxtPort is legally obliged to pass on certain information, such as the (Maritime) police and various Federal Government Services. Certain Personal Data will also be transferred to external companies that provide technical support for certain applications. NxtPort shall make the necessary arrangements with each third party to whom the Personal Data are passed on and, if necessary, conclude a processing agreement with these third parties. NxtPort selects only those processors that offer the necessary guarantees with regard to data processing and data protection.

### **6 Retention period**

NxtPort shall retain the Personal Data for as long as is necessary for the purposes set out in this statement. After that time, the Personal Data shall be deleted.

For more information: [dpo@nxtport.com](mailto:dpo@nxtport.com)

### **7 The rights of the data subject**

The data subject retains the right to object at any time to the processing of the Personal Data concerned for reasons relating to the specific situation if NxtPort bases its decision upon legitimate interests or the public interest / public authority. The data subject should make their case as to the specific reasons for doing so. NxtPort will then cease the processing unless it invokes compelling legitimate grounds for processing that outweigh the interests, rights, and freedoms of the data subject or that are related to the institution, exercise or substantiation of a legal claim.

The data subject is entitled to obtain a definitive answer from NxtPort as to whether or not the Personal Data concerned is being processed and, where relevant, to obtain insight into that Personal Data. When responding to this request, NxtPort will also include the details of the processing. NxtPort will send the data subject a copy of the Personal Data that is being processed.

The data subject is entitled to immediate rectification by NxtPort of the incorrect Personal Data concerned. The data subject can also have incomplete Personal Data completed. In some cases, the data subject themselves can correct or complete the Personal Data, through correction or addition in the BULKCHAIN Service.

The data subject has the right to obtain without undue delay the erasure of the Personal Data concerned from NxtPort. NxtPort is obliged to erase the Personal Data concerned when it is no longer required for the purposes for which it was collected or otherwise processed, when there is no longer a legal basis to process the Personal Data, if the data subject objects to the processing and there are no prevailing, compelling, justified grounds for the operation, if the Personal Data is being unlawfully processed, when the data in accordance with Union law or law of the Member State should be cleared or if the Personal Data has been collected in connection with an offer of information society services.

Where NxtPort has disclosed the Personal Data and is required to delete the Personal Data, it shall take reasonable steps to inform other data controllers processing the Personal Data that the data subject has requested that NxtPort delete any link to, or copy or reproduction of, that Personal Data.

NxtPort cannot delete certain Personal Data, namely when the processing is necessary for the purpose of fulfilling a legal obligation or exercise of a task of general interest, for reasons of general interest in the field of public health, with a view to archiving in the public interest, scientific or historical research or statistical purposes, or for the establishment, exercise or underpinning of a legal action. The data subject will be notified of this after a request for deletion, if that is the case.

If (i) the correctness of the Personal Data is disputed by a data subject, (ii) the processing is unlawful and the data subject opposes the deletion of the Personal Data, (iii) NxtPort no longer needs the Personal Data for the processing purposes but the data subject does still needs it for the institution, exercising or substantiation of a legal claim, or (iv) the data subject has objected to the processing, then the data subject – pending any potential justified grounds presented by NxtPort or whilst it checks the correctness of the data – is entitled to obtain limitation of the processing.

In such an event, Personal Data is, barring the storage thereof, only processed with the consent of the data subject or for the institution, exercising or substantiation of a legal claim or to protect the rights of another natural person or legal person or on compelling grounds of general interest for the European Union or a Member State.

The data subject is entitled to obtain the relevant Personal Data that he or she supplied to NxtPort themselves in a structured, common and machine-legible manner, and the data subject is entitled to transfer the said data to another controller. This is possible when the processing is based on consent or an agreement to which the data subject is a party involved, or if the processing takes place through automated processes.

Finally, the data subject is also always entitled to submit a complaint to the supervisory authority, namely the Belgian Data Protection Authority.