



NxtPort BV
Zaha Hadidplein 1
2030 Antwerp
Belgium
Nxtport.com

Bulkchain Proof of value - POV

This Bulkchain Proof of value agreement (the "POV") is entered into by and between
.....,
registered with the Crossroads Bank of Enterprises under company and VAT number and having its registered office at
.....
(the "Subscriber"), and **NxtPort BV**, registered with the Crossroads Bank of Enterprises under company and VAT number BE 0429.672.881 and having its registered office at Zaha Hadidplein 1, 2030 Antwerp, Belgium. Hereinafter each party also individually referred to as a "Party" and collectively referred to as the "Parties". This POV governs the use of the Bulkchain Solution during the Evaluation Period (as defined below).

1. INTRODUCTION

This POV is entered into for the sole purpose of allowing the Subscriber to evaluate a specific product on the NxtPort Platform, in particular "the Bulkchain Solution" in the period between **01/06/2026 ("Effective Date")** and **28/02/2027 (the "Evaluation Period")**.

2. LICENSE

- a. NxtPort grants the Subscriber a personal, restricted, non-exclusive, non-transferable license, without the right to sublicense, to the Bulkchain Solution for the term of the Evaluation Period, subject to the terms of this POV, and subject to the NxtPort Bulkchain Terms and Conditions (including annexes), which are incorporated into this POV by reference. All terms and expressions as used in this POV and which have not been expressly defined herein, will have the same meaning as they have in the NxtPort Bulkchain Terms and Conditions. In the event of conflict between this POV and the NxtPort Bulkchain Terms and Conditions, this POV shall prevail.
- b. During the Evaluation Period the Subscriber is granted access to the Terminal Delivery Order {"TDO"}, the Terminal Delivery Confirmation {"TDC"} and, (as from September 2026) the Vessel Loading Order {"VLO"}, that are modules of the Bulkchain Solution. Any future modules are excluded from the scope of this Agreement.
- c. The Subscriber will use the Bulkchain Solution with due care, in accordance with the Documentation and solely for its own internal business purposes.
- d. The Subscriber is not allowed to sublicense, assign, rent, lease, transfer, reproduce, distribute, resell or otherwise transfer its access to and rights relating to the Bulkchain Solution to any third party on either a permanent or temporary basis.

3. FEE

During the Evaluation Period of this POV, the Subscriber may, at its discretion, select one of the options set out below for the use of the Bulkchain Solution:

- a. **Web Interface** - For the use of the Bulkchain Solution during the Evaluation Period via the web interface, the Subscriber will pay a one-time set up fee of EUR 850.00 ex. VAT, which will become due and payable on the signing date of this POV (the "POV License Fee").
- b. **Standard API** (Web Interface included) - For the use of the Bulkchain Solution during the Evaluation Period via the standard API, as offered by NxtPort and as described on www.nxtport.eu/bulkchain, the Subscriber will pay a one-time set up fee of EUR 2,500.00 ex. VAT, which will become due and payable on the signing date of this POV (the "POV License Fee").
- c. All invoices issued pursuant to this POV are subject to article 9 of the NxtPort Bulkchain Terms and Conditions.
- d. Parties agree that, for existing Bulkchain customers, the access to and use of the Bulkchain Solution is free of charge during the Term of this POV.

4. TERM

- a. **Term** - This POV has a definite term as of the Effective Date until the expiration of the Evaluation Period (= 28 February 2027).
- b. **Continued Use** - At the latest one month before the end of the Evaluation Period, the Subscriber must sign the Acceptance Form in which he agrees to the full NxtPort Bulkchain Terms & Conditions, without the limitations applicable to this POV. In the absence of signing the Acceptance Form, the Subscriber will no longer have access to the Bulkchain Solution after the Evaluation Period.
- c. **Effects of termination** - Upon expiration of the POV, the Subscriber will no longer be authorized to access or use the Bulkchain Solution. Upon earlier expiration or termination of the POV, irrespective of the reason therefor, but except in case of intentional or gross fault on the part of NxtPort, the POV License Fee will not be refunded.

5. RIGHTS AND OBLIGATIONS

- a. NxtPort will provide a toolset allowing the Subscriber to provide feedback on their findings during the Evaluation Period.
- b. The Subscriber commits to provide at least biweekly feedback and to participate in review meetings.
- c. During the Evaluation Period, the Bulkchain Product Governance (Part of Annex 1 of the NxtPort Bulkchain Terms & Conditions) will not yet apply. Instead, NxtPort will organise at least monthly meetings with representatives of the port community, to gather and discuss feedback from the Subscribers. During the Evaluation Period, the SLAs will deviate from the SLAs in the terms and conditions, meaning that:
 - i. NxtPort does not make any guarantee regarding the availability level (art 6 of the SLA);
 - ii. all issues and incidents will be treated as P4 issues as stated in (art.7b of the SLA), which means they will be considered during office hours and, in discussion with the Subscribers during the monthly meetings, will be incorporated in the release calendar at best effort.
- d. During the Evaluation Period, NxtPort will not be liable for direct or indirect damages. The aforesaid



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restrictions do not apply to NxtPort's liability resulting from (i) fraud or deceit, (ii) gross negligence ("zware fout"), and/or (iv) intentional misconduct.

- e. NxtPort will work together with Havenkoepel vzw (The Way Forward) with the intention to provide the Subscriber with the rate structure for the use of the Bulkchain Solution after 28 February 2027, no later than December 2026.
- f. After 28 February 2027, the Bulkchain Solution will be further developed, available and functional as per the agreed business requirements in the various advisory board meetings.

6. EXPRESSION OF INTENTIONS

The Subscriber confirms the intent to sign the Acceptance form for the full NxtPort Bulkchain Terms and Conditions to use the Bulkchain Application after the Evaluation Period that will end on 28 February 2027, on condition of positive evaluation.

7. MISCELLANEOUS

This POV together with the documents incorporated herein by reference (e.g., NxtPort Bulkchain Terms and Conditions) contains the entire agreement between the Parties with respect to the subject matter hereof and supersedes, and the Parties hereby disclaim reliance on, all previous oral and written communications, representations, understandings, and agreements by the Parties concerning the subject matter of this POV.

Drawn up at Antwerp on date of

As this POV is signed electronically, only one digital copy is made and signed in accordance with article 8.20 NBW.

NxtPort BV

The Customer

Name:

Capacity:

Date:

Company Name:

Number Crossroads Banks for Enterprises:

Name:

Capacity:

Date: