



Playing Rules for Participants in the Lean & Green Off-Road Project

Preamble

You have been invited to participate in a consultation as part of the Lean & Green Off-Road and [...] project, or you are currently using the WeConnekt app. The aim of the project is to initiate a dialogue between shipping agents and hauliers in order to identify logistic corridors and explore the opportunities for synchromodal transport solutions within these corridors. In order for the consultation to succeed, it is important to keep the dialogue transparent and open.

To avoid any uncertainty or differences in interpretation regarding the legal aspects of the cooperation, such as confidentiality, competition law and intellectual property rights, regulations have been laid down in these *"Playing Rules"* for the parties participating in the project or users of the app. We kindly ask that you to read these rules thoroughly and then sign the document to confirm your approval.

Phases of the consultation

The project consists of three phases: the "Discover Corridor" phase; the "Prototype Corridor" phase; and – if the parties decide to continue the cooperation – the "Run Corridor" phase.

During the "Discover Corridor" phase, shippers who are active in a certain region are invited, without any obligation, to enter a dialogue with each other about synchromodal transport. The parties shall discuss whether they might have a common need for synchromodal transport within a certain corridor. Parties using the WeConnekt app will also be able to indicate which corridor they might be interested in as part of a synchromodal transport solution. The "Discover Corridor" phase is characterized by non-commitment. The parties will only be committed to the "Playing Rules" of the consultation. When this phase results in a shared interest in synchromodal transport within a chosen corridor, the "Prototype Corridor" phase will commence.

In the "Prototype Corridor" phase, transporters will be invited to the consultation. Parties wishing to enter this phase shall express, prior to the start thereof, their intention to work together on the selected corridor. This intention will be laid down in a "Letter of Intent". During this phase, it will always be possible for parties to remove themselves from the consultation without being challenged by the other parties. In addition, the consultation will be open to new entrants. When the parties in the research phase conclude that setting up a synchromodal connection is an interesting option, the "Run Corridor" phase will commence when the parties consider it to be desirable.

In the "Run Corridor" phase, the parties will shape the effective cooperation. Parties wishing to enter this phase must conclude a "Corridor Agreement". This agreement constitutes a framework that enables the actual implementation of the corridor.



By participating in the Lean & Green Off-Road project, including via use of the WeConnekt app, you are declaring that you are in agreement with the following “Playing Rules” for participants:

1 Applicability

1.1 These rules apply to all participants in the Lean & Green Off-Road project, including users of the WeConnekt app.

2 Accession and Withdrawal

2.1 The Lean & Green Off-Road project is not a closed cooperation. Participating parties cannot oppose the entry of new parties invited by Stichting Connekt or one of the other participants.

2.2 Parties are free to bring their participation in the project to an end at any time.

2.3 The parties will not hold each other liable for the termination of their participation in the project, or for the termination of negotiations related to the project.

3 Establishment of Agreements between the Parties

3.1 Participation in the project will not result in an agreement to provide services or any other type of contract. Discussions about possible transport solutions between the parties during the project are always entirely without obligation and non binding between the parties until they are laid down in a written agreement.

3.2 The parties will not hold each other liable for any damages related to the project during the “Discover Corridor” and “Prototype Corridor” phases, except where there is any violation of these “Playing Rules”.



4 Competition Law Agreements

4.1 Participation in the Lean & Green Off-Road project is not intended to facilitate or encourage anti-competitive behaviour or effects.

4.2 In this context, the parties are precluded from making agreements or exchanging information directly on the following subjects:

- o (Purchase) prices, components of cost prices and sales prices.
- o Discounts, conditions of purchase or sale.
- o Margins, costs, intended price policy or timing of price changes.
- o Promotions.
- o Delivery conditions.
- o Sensitive details about customer relationships.

4.3 If the parties wish to start a cooperation that goes beyond mere discussions, they must ensure that the intended cooperation complies with competition rules and the relevant guidelines for cooperation published by national and European competition authorities.

4.4 As soon as it becomes evident to a party that a discussion in a meeting is tending towards a competition law infringement, the meeting shall be halted on this subject until the lawyer associated with the Lean & Green Off-Road project has been consulted.

5 Communication and Confidentiality

5.1 The consultation is confidential. The parties will treat all information that is part of this project confidentially and in the way that they would treat their own confidential information.

5.2 Documents explicitly classified as "confidential" will only be sent out secured with a password (internally).

5.3 Any outcomes of the consultation will not be made public, unless otherwise agreed by the parties. Nonetheless, it is Stichting Connekt and Topsector Logistiek that have made the project possible. As a consequence, they are allowed to present the main elements of the results, for instance in the form of promotional videos.



6 IP Rights

6.1 No intellectual property (IP) rights are transferred by signing these regulations, or by providing information within the execution of the project. The parties will remain the exclusive owner of their IP rights.

6.2 When joint IP rights arise in the implementation of the project, e.g. in cases where the intellectual property has been created jointly and the respective share of the work by the two parties cannot be ascertained, the parties will have joint ownership of the IP.

7. Sharing Data

7.1 During the exploratory and research phases of the project, the parties will only share the main lines of their transport flows.

7.2 The parties will remain the exclusive owner of their own data collections.

7.3 During the exploratory and research phases, the following data will not be shared between the parties:

- Data on individual journeys.
- Data on individual loads.
- Financial data.
- The data mentioned in Article 4.2 of these rules.

8 Final Provisions

8.1 If the consultation ends, or a related cooperation between the parties is discontinued at any time for any reason, these "Playing Rules" and the consequential confidentiality obligations will remain in force.

8.2 Dutch law will apply to all aspects of the consultation.