



Intention and Confidentiality Statement

The undersigned:

1. [Party 1] located in [...], having its registered office at [...], represented by [...];
2. [Party 2] located in [...], having its registered office at [...], represented by [...];
3. [Party 3] located in [...], having its registered office at [...], represented by [...];
4. [Party 4] located in [...], having its registered office at [...], represented by [...]

(hereinafter referred to collectively as the "parties")

take the following into account:

- The parties have jointly participated in the project "Lean and Green Off-Road" and have discussed, in this context, the possibility of jointly organizing synchromodal transport.
- The parties have completed the first "Discover Corridor" phase, and have selected a corridor within which they want to jointly explore the possibility of a synchromodal transport solution.
- By signing this Declaration of Intent, the parties are jointly entering into the shaping of the "Prototype Corridor" phase of the project.
- The parties wish to lay down in this agreement their intention to: start a cooperation relating to synchromodal transport within the selected corridor; and enshrine certain commitments in order to ensure a safe and confidential discussion environment.



By signing this document, the parties agree upon the following:

Article 1: Declaration of Intent

1.1 The parties will jointly enter the "Prototype Corridor" phase of the Lean and Green Off-Road project.

1.2 During the "Prototype Corridor" phase of the project, the parties will examine the possibility of setting up a form of cooperation in the field of synchromodal transport within the following corridor:

A corridor between the following regions [region A] and [region B]. The parties have expressed a preference for a link to be established between places [A] and [B], where the following means of transport could be used: [fill in means of transport].

1.3 The parties intend to organize their possible cooperation in such a way that it offers the opportunity to be scaled up. They also have the intention to form a "Public Corridor". Any potential cooperation must be designed in such a way that other parties can join, including other shippers and carriers.

1.4 The parties will strive for a form of cooperation that offers, in addition to economic benefits, other advantages over traditional transport, such as: technological and other environmental benefits, or energy savings.

Article 2: Status of the Letter of Intent

2.1 Participation in the "Prototype Corridor" phase is obligation-free for each of the parties. An actual assignment from one of the parties to another party can only be brought into effect after the parties have defined their envisaged cooperation in a written agreement. After defining the cooperation, the "Run Corridor" phase will commence.

2.2 By signing this Letter of Intent, no agreement to provide services or any other type of cooperation between the parties is established.

2.3 The parties are free to bring the "Prototype Corridor" phase to an end at any time and will not hold each other liable for leaving the consultation, or for the termination of consultations or negotiations relating to the project.



Article 3: Compliance with Competition Law Rules

3.1 Participation in the "Prototype Corridor" phase will take place on a voluntary basis.

3.2 The parties are at all times free to participate in other projects and initiatives.

3.3 If a party suspects that another party's behaviour in a conversation, meeting or presentation is not permissible under competition rules, that party must act in compliance with the following code:

- **This point of view must be communicated soon as possible** to the other parties, preferably at the relevant meeting.
- **Further cooperation** at the relevant meeting **must be refused** until the relevant behaviour is brought to an end.
- The party must **ask for his/her point of view to be recorded** in the minutes.
- The party must **leave the meeting** if the behaviour continues.
- The party must **produce his/her own note** of the proceedings.
- **The party must consult a lawyer** about the competition law risks of the behaviour in question.

3.4 When the parties have successfully completed the "Prototype Corridor" phase and wish to start a form of cooperation that goes beyond mere discussions, the parties must ensure that the intended cooperation complies with competition rules and the relevant guidelines for cooperation published by national and European competition authorities.

Article 4: Confidentiality

4.1 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 data.

4.2 Any confidentiality agreement shall, at least, include the following: "The parties shall not divulge to third parties any confidential information without the express consent of the other parties".

4.3 The limitations mentioned in Article 4.1 and Article 4.2 do not apply to: data already known to the other parties prior to the consultation; data lawfully obtained from third parties; or data made public by the providing party.



4.4 The parties agree that their participation in the consultation, as well as generic information about the cooperation, will be announced in publications (including reports, promotional films and articles) of Topsector Logistiek, Stichting Connekt and/or any regional parties involved.

Article 5: Termination of the Cooperation

5.1 If the cooperation between the parties is terminated at any time for whatever reason, this agreement and the consequential confidentiality obligations will remain in force.

Article 6: Applicable Law

6.1 This agreement is governed exclusively by the substantive laws of the Netherlands.

6.2. Any disputes between parties will be settled by the competent court of The Hague District Court.

Agreed on [date] and signed:

[Name party 1]
On their behalf:

[Name party 2]
On their behalf:

[Party name 3]
On their behalf:

[Party name 4]
On their behalf: