

REGISTERED PARTNER AGREEMENT

This **Registered Partner Agreement** is executed on this the ____ day of _____ Two Thousand and Twenty-Six (___/___/2026),

BETWEEN:

NET4LOG PTE LTD (NETWORK FOR LOGISTICS), hereinafter referred to as "NET4LOG", a private limited company having its registered office at 73, UBI Road, 1 # 08-51 Oxley Biz Hub, Singapore-408733, represented by its authorised signatory _____ [name & designation], of the ONE PART.

AND

[_____] , a company [IF PARTNERSHIP ADD PARTNERSHIP DETAILS _____] incorporated under the laws of [country of incorporation], having its registered office at [registered office address _____], represented by its authorised signatory _____ [name & designation], hereinafter referred to as the "**REGISTERED PARTNER**" (which expression shall, unless repugnant to the context, mean and include its **successors and permitted assigns**), of the OTHER PART.

NET4LOG and the REGISTERED PARTNER are hereinafter referred to individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS NET4LOG, a service-provider well experienced in logistics has promoted a global platform/network for logisticians to meet, collaborate and do business;

AND WHEREAS NET4LOG the abovementioned platform is set up for onboarding logisticians (freight forwarders) to facilitate hassle-free international logistics operations;

AND WHEREAS NET4LOG has developed business plans to enable logisticians to identify trustworthy partners for freight movement and to carry out other allied logistics activities;

AND WHEREAS, a directory of partner-logisticians shall be maintained by NET4LOG, and access thereto shall be given to logisticians registered with NET4LOG, depending on the category;

AND WHEREAS partners listed as Registered Partners shall have only limited access to the directory, but those listed as Trusted Partners shall have full access to the same on payment of specified fees;

AND WHEREAS the REGISTERED PARTNER, engaged in logistics business, approached NET4LOG for getting enrolled in the list of Registered Partners under NET4LOG, pursuant to which this agreement is entered into between the Parties on the following terms and conditions;

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. MEMBERSHIP AND SERVICES

The REGISTERED PARTNER shall be listed as a Registered Partner without the requirement of payment of fees and shall be entitled to the following products and services through the NET4LOG platform.

- a) Limited access to **Partners World**.
- b) Full access to **Market Place** and **Digital Connect (E-Shipment)**.

2. CONFIDENTIALITY

Each Party (i) shall maintain the other Party's confidential information strictly confidential, (ii) shall take the same steps to protect the confidentiality of the other party's confidential information as it takes to protect its own confidential information, which shall in no event be less than reasonable steps, and (iii) shall not use the

other party's confidential information for any purpose other than in accordance with this agreement, and shall not disclose such confidential information to any person other than its personnel who have a need to know it for the purposes of this agreement.

- a) By NET4LOG: Information concerning all Registered Partners shall be kept confidential within NET4LOG's own/private servers.
- b) The REGISTERED PARTNER shall keep confidential all information received from the NET4LOG, including information concerning other Registered Partners or NET4LOG.
- c) Each Party shall process personal data obtained under this agreement in accordance with applicable data protection law, including Singapore's Personal Data Protection Act and/or India's Digital Personal Data Protection Act, 2023, as applicable to that party's processing activities.
- d) Notwithstanding the foregoing, either party may disclose the other party's confidential information to the extent required by applicable law, regulation, or a valid order of a court, regulator, or statutory authority, provided that it gives prior notice to the other party where legally permitted to do so.

3. LIMITATION OF LIABILITY

NET4LOG shall not be liable to the REGISTERED PARTNER for any loss or liability arising out of or in connection with any business transaction between the REGISTERED PARTNER and any other Registered Partner conducted through the NET4LOG platform. NET4LOG shall also not be liable for any indirect, incidental, special, or consequential loss, including loss of profits or business opportunity arising from any business initiated through the NET4LOG platform.

4. RESIGNATION OF REGISTERED PARTNER

If the REGISTERED PARTNER wishes to exit the network, NET4LOG shall be so intimated by email to support@net4log.com at least one month in advance, in which event the following terms and condition shall apply: All dues of the REGISTERED PARTNER outstanding and payable to other Registered Partners shall be paid in full.

5. SUSPENSION

NET4LOG shall be entitled to suspend the REGISTERED PARTNER for the following reason: Default of payment to another Registered Partner, within 15 days from the date when such payment falls due.

6. SUSPENSION PERIOD AND CONSEQUENCE

The period of suspension shall be determined by NET4LOG in its discretion, but shall not exceed 45 days, and during the suspension period the REGISTERED PARTNER shall not be entitled to access the account or engage in any activity on the NET4LOG platform.

7. RE-INSTATEMENT OR TERMINATION

At the end of the suspension period, the NET4LOG team shall review the REGISTERED PARTNER's compliance with NET4LOG's directions, pursuant to which the REGISTERED PARTNER may be reinstated or terminated.

- a) Re-instatement: If the REGISTERED PARTNER complies with the directions of NET4LOG, the account will be reinstated and access to the NET4LOG platform shall be restored.
- b) Termination: If the REGISTERED PARTNER fails to comply with the directions, the account shall be terminated permanently and the REGISTERED PARTNER will not be allowed to rejoin NET4LOG.

8. TERMINATION

The membership of the REGISTERED PARTNER shall be terminated for the following reasons:

- a) Engaging in any questionable business practice, rendering inadequate service, or neglecting its
- b) Responsibilities to fellow Registered Partners.
- c) Failure to comply with directions issued pursuant to suspension.
- d) Repeated delayed payments to other Registered Partners.
- e) Inability to pay invoices issued by other Registered Partners

- f) Disputing with other Registered Partners in bad faith.
- g) Repeated violations of any NET4LOG rules.
- h) Becomes insolvent during the membership tenure.
- i) Setting up a network with the same objectives as NET4LOG

The REGISTERED PARTNER may voluntarily terminate this Agreement on a 1 month's written notice.

9. INDEMNITY

The REGISTERED PARTNER shall indemnify, defend, and hold harmless NET4LOG against all losses, damages, costs, and expenses (including reasonable legal fees) arising out of or in connection with (a) the REGISTERED PARTNER's breach of this agreement, (b) the REGISTERED PARTNER's negligence, fraud, or willful misconduct, or (c) the REGISTERED PARTNER's violation of any applicable law in connection with its use of the NET4LOG platform.

10. INTELLECTUAL PROPERTY

NET4LOG retains all right, title, and interest in and to the NET4LOG platform, including its software, brand, trademarks, and the directory of Registered Partners. The REGISTERED PARTNER is granted only a limited, non-exclusive, non-transferable, revocable licence to access and use the platform solely for the purposes of this agreement. Nothing in this agreement transfers any intellectual property rights to the REGISTERED PARTNER.

11. USE OF PARTNER DATA

The REGISTERED PARTNER grants NET4LOG a non-exclusive, royalty-free licence to use, host, display, and process the REGISTERED PARTNER's profile and business information for the purposes of operating the platform, maintaining the directory, and reasonable marketing or promotional purposes.

12. REPRESENTATIONS AND WARRANTIES

The REGISTERED PARTNER represents and warrants that it is duly incorporated and validly existing under the laws of its jurisdiction, is licensed and authorised to carry on freight-forwarding and logistics business, is not insolvent, and shall comply with all applicable laws in its use of the NET4LOG platform.

13. NO WARRANTY

The NET4LOG platform and all products and services provided under this agreement are provided on an "as-is" and "as-available" basis. NET4LOG does not warrant that the platform will be uninterrupted, error-free, or secure, and shall not be liable for any loss arising from platform downtime, errors, or unavailability.

14. ANTI-CIRCUMVENTION

The REGISTERED PARTNER shall not use information obtained through the NET4LOG platform to circumvent the platform for the purpose of concluding transactions directly with a Trusted Partner or another Registered Partner in order to avoid applicable platform fees.

15. IMMEDIATE TERMINATION FOR SERIOUS BREACH

Notwithstanding Clauses 5 to 7, NET4LOG may terminate this Agreement immediately, without prior suspension, on written notice to the REGISTERED PARTNER, where the REGISTERED PARTNER (a) commits fraud or any criminal offence in connection with the platform, (b) becomes insolvent, or (c) engages in conduct that poses a serious risk to NET4LOG or its other Registered/Trusted Partners.

16. NON-SOLICITATION

The REGISTERED PARTNER shall not, without NET4LOG's prior written consent, directly or indirectly solicit any other Registered Partner introduced to it through the NET4LOG platform for the purpose of transacting outside the platform, nor solicit for employment any employee of NET4LOG, during the term of this agreement and for 12 months thereafter.

17. AMENDMENT OF PLATFORM TERMS

Notwithstanding the Amendment provision in the General Provisions, NET4LOG may from time to time amend its platform terms of use, operating rules, and fee schedule for Trusted Partner services by giving the REGISTERED PARTNER reasonable prior notice. Continued use of the platform after such notice shall constitute and be deemed to be acceptance of the amended terms.

18. SURVIVAL

Clauses 2 (Confidentiality), 3 (Limitation of Liability), and the Indemnity, Intellectual Property, and Non-Solicitation clauses of this agreement, together with any other provision which by its nature is intended to survive, shall survive the termination or expiry of this Agreement.

19. GOVERNING LAW AND JURISDICTION

This agreement shall be governed by, and construed in accordance with, the laws of Singapore. The parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Singapore to settle any dispute arising out of or in connection with this agreement.

20. DISPUTES BETWEEN NET4LOG AND THE REGISTERED PARTNER

Any dispute between NET4LOG and the REGISTERED PARTNER arising out of or in connection with this agreement shall first be referred to good-faith negotiation between the parties' authorised representatives. If no settlement is reached within a period of 60 days from the commencement of negotiation either party may pursue its remedies before the courts identified in Clause 9.

21. GENERAL PROVISIONS

- a) Entire agreement: This agreement, constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior discussions and understandings.
- b) Amendment: No amendment or variation of this Agreement shall be effective unless in writing and signed by authorised signatories of both parties.
- c) Notices: Any notice under this agreement shall be in writing and sent by email to the addresses designated by each party, and shall be deemed received on the date of transmission if sent during business hours, or the next business day otherwise.
- d) Force Majeure: Neither Party shall be liable for any failure or delay in performance caused by circumstances beyond its reasonable control, including natural disasters, war, or governmental action.
- e) Severability: If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- f) Assignment: Neither party may assign or transfer its rights or obligations under this agreement without the prior written consent of the other Party, except that NET4LOG may assign this agreement to a successor entity in connection with a merger, acquisition, or sale of substantially all its assets.
- g) Waiver: No failure or delay by either party in exercising any right under this agreement shall operate as a waiver of that right.
- h) Counterparts: This agreement may be executed in counterparts (including by electronic signature), each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have executed this agreement on the day, month and year first hereinabove written.

For NET4LOG PTE LTD:

Name:

Designation:

Signature:

For the REGISTERED PARTNER:

Name:

Designation:

Signature: