TRADELENS PLATFORM – PLATFORM SERVICES AGREEMENT

THIS PLATFORM SERVICES AGREEMENT (hereinafter referred to, together with any related Service Descriptions or attachments hereto, as the “Agreement”), dated as of _________________, is hereby entered into by and between GTD Solution Inc. (the “Company”), and ______________________ (“Client”).

Client has placed an order for specific platform services (the “Services”) offered as part of the TradeLens Platform (such order, together with any additional orders placed prior to or after the date hereof, each an “Order”). Each applicable Order contains specific details and parameters governing Client’s use of the Services. The Services are more fully described in the applicable “Service Description” which has been provided to Client. The entirety of each Order and each Service Description is hereby incorporated into this Agreement by reference. In the event of conflict, the terms of a Service Description shall prevail over this Agreement and the terms of an Order shall prevail over both the Agreement and any applicable Service Description.

1. Services
   a. The Company and International Business Machines Corporation (“IBM”) jointly own and develop a global trade digitalized solution (the “TradeLens Platform”). The objective of the TradeLens Platform is to enable shippers, authorities and other stakeholders to exchange information on supply chain events and documents between distributed heterogeneous systems, independently of standards and formats. The TradeLens Platform will continually evolve a suite of Services for use by shippers, ocean carriers, ports and terminals, government authorities, and other supply chain stakeholders subscribing to Services who may provide and/or exchange information with the TradeLens Platform.
   b. Each Service is described in and provided pursuant to a Service Description. Client may order Services by agreeing to an Order with the Company. Client accepts a Service Description by ordering, enrolling, using or making a payment for the Service. Technical support and service level commitments, if applicable, are specified in a Service Description.
   c. Client may access a Service to the extent Client is authorized pursuant to an Order and the applicable Service Description. Client is responsible for use of Services by any user who accesses the applicable Service with Client’s user access credentials. Client may not (i) resell direct access to a Service to a non-affiliated third party; or (ii) combine any Services with Client’s value add to create a commercially available Client branded solution for which Client charges a fee.

2. Term, Termination; Suspension
   a. Term. The term and renewal term of any Service provided pursuant to this Agreement shall be set forth in the applicable Service Description or Order.
   b. Breach. Company may suspend, revoke or limit Client’s use of Services if Company determines there is a material breach of Client’s obligations hereunder, a security breach, or violation of law. If the cause of the suspension can reasonably be remedied, Company will provide notice of the actions Client must take to reinstate the Service. Failure to pay shall constitute a material breach.
   c. Termination for Cause. Either party may terminate this Agreement by written notice upon an uncured material breach by the other party. The non-breaching party shall provide written notice to the breaching party along with a reasonable time to cure such material breach.
   d. Client Cause. Client may terminate the Services on one month’s notice: (i) at the written recommendation of a government or regulatory agency following a change in either applicable law or the Services; (ii) if Company’s modification to the computing environment used to provide the Services causes Client to be noncompliant with applicable laws; or (iii) if Company notifies Client of a modification that has a material adverse effect on Client’s use of the Services, provided that Company will have 90 days to work with Client to minimize such effect.
   e. Remaining Charges. In the event Client terminates this Agreement because of Company’s
material uncured breach or pursuant to subpart c, Company shall refund a portion of any amounts prepaid to the Company for the applicable Services for the period after the date of termination. If the Agreement is terminated for any other reason permitted hereunder, Client shall be responsible for all charges due or that would otherwise be due pursuant to the Agreement and/or applicable Order.

3. **Content, Privacy and Data Protection**

a. Client content consists of all data and/or information that Client or its authorized users provides access to, or inputs into the Service. Use of the Service will not affect Client’s ownership or license rights in Client content. The Company, IBM, and their respective contractors may access and use the Client content solely for the purpose of providing and managing the Service.

b. Client is the sole controller for any personal data included in the Client content, and appoints the Company as a processor to process such personal data (as those terms are defined in EU Directive 95/46/EC) and successor regulations thereto. Client is responsible for obtaining all necessary permissions and consent to use, provide, store and process Client content in the TradeLens Platform and grants the Company permission to do the same. The Company may use processors and subprocessors (including personnel and resources) in locations worldwide to support the TradeLens Platform. The Company may transfer Client content across country borders including outside the European Economic Area (EEA). Unless otherwise specified in a Service Description, the Company will treat all Client content as confidential by not disclosing such data except to Company and IBM employees, contractors, and subprocessors, and only to the extent necessary to deliver the Services.

c. The Company’s DPA and DPA Exhibit(s), which are available at [https://maersk-qtd.com/data-processing-addendum](https://maersk-qtd.com/data-processing-addendum) apply and are referenced herein as part of the Agreement, if and to the extent the European General Data Protection Regulation (EU/2016/679) (GDPR) applies to personal data contained in Client content. If the DPA applies, Company’s obligation to provide notice of changes to subprocessors and Client's right to object to such changes will apply as set out in the DPA. Client acknowledges that (a) the Company may modify the DPA from time to time at its sole discretion and (b) such modifications will supersede prior versions. The intent of any modification to the DPA will be to (i) improve or clarify existing commitments, (ii) maintain alignment to current adopted standards and applicable laws, or (iii) provide additional commitments. No modification to the DPA will materially degrade the security of the Service.

d. The TradeLens Platform is designed to protect against unauthorized access to Client content as described in the Agreement. Client’s use of the TradeLens Platform shall be subject to and in accordance with the Company’s published privacy policy, which can be found at [https://terms.maersk.com/privacy](https://terms.maersk.com/privacy). In addition, the TradeLens Platform follows IBM’s data security and privacy principles, which are available at [http://www.ibm.com/cloud/data-security](http://www.ibm.com/cloud/data-security), and any additional terms provided in this section. No change to IBM’s data security and privacy principals will materially degrade the security of the TradeLens Platform. Client is responsible to assess the suitability of the Service for Client's intended use. Client acknowledges that the TradeLens Platform meets Client's requirements and processing instructions. Client is responsible to take necessary actions to order, enable, or use available data protection features for a cloud service and accepts responsibility for use of the cloud services if Client fails to take such actions, including meeting any data protection or other legal requirements regarding Client content.

e. Client is responsible for obtaining all necessary rights and permissions to enable, and grants such rights and permissions to the Company, and its contractors and subprocessors to use, provide, store and process Client content in the TradeLens Platform. This includes Client making necessary disclosures and obtaining consent, if required, before providing individuals information, including personal or other regulated information in such data. If any Client content could be subject to governmental regulation or may require security measures beyond those specified by the Company, Client will not input, provide, or allow such data unless the Company has agreed in writing to accept such data and/or to implement additional security and other measures.
f. The Company will remove Client content from the TradeLens Platform upon the expiration or termination of the applicable Service, or earlier upon Client’s request. Subject to the following sentence, the Company will not archive Client content, though some Client content may remain in Service backup files until expiration of such files as governed by the Company’s backup retention policies. Notwithstanding the foregoing, the Company may retain Client content to the extent that it is part of a transaction on the TradeLens Platform blockchain.

4. **Representations and Warranties – TradeLens Platform**

a. The Company represents and warrants to Client that Services will be provided with commercially reasonable care and skill in accordance with the applicable Service Description or Order. The warranty for a particular Service shall terminate upon termination of the applicable Order.

b. **Disclaimers.** The Company’s warranties will not apply in the event of Client’s misuse or modification of the Service, damage not caused by the Company, failure to comply with the Company’s instructions, or as otherwise stated in a Service Description. The Company makes no warranties that the availability of the TradeLens Platform or a Service will be uninterrupted, timely or error-free or free from unauthorized third-party disruptions or access. EXCEPT AS EXPRESSLY PROVIDED HEREIN, COMPANY PROVIDES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF ACCURACY, SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

5. **Charges, Taxes, and Payment**

a. Client agrees to pay all applicable charges specified for a Service. Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority and will be invoiced in addition to such charges. Amounts are due upon receipt of the invoice and payable within 30 days of the invoice date to an account specified by the Company. Prepaid services must be used within the applicable period. The Company may change charges on thirty days’ notice or as specified in an Order or Service Description. Where taxes are based upon the location(s) receiving the benefit of the applicable Service, Client has an ongoing obligation to notify the Company of such location(s) if different than Client’s business address listed in this Agreement or an applicable Order.

b. Client agrees to: (i) pay withholding tax directly to the appropriate government entity where required by law; (ii) furnish a tax certificate evidencing such payment to the Company; (iii) pay the Company only the net proceeds after tax; and (iv) fully cooperate with the Company in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents.

c. Based on the billing frequency set forth in Client’s Order, Company will invoice Client the charges due at the beginning of the billing frequency term, except for overage and usage type of charges which will be invoiced in arrears.

d. A pay per use charge will be billed at the rate set forth in the Order in the month following such use.

6. **Liability & Indemnity**

a. **Limitation.** Company’s entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months’ charges apply) for the Service that is the subject of the claim, regardless of the basis of the claim. This limit applies collectively to Company, its subsidiaries, contractors, subprocessors, and suppliers. Company will not be liable for special, incidental, exemplary, indirect, or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings. Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose.

b. **Limitation Exclusions.** The following amounts are not subject to the above cap: (i) third party payments referred to in subpart c below; and (ii) damages that cannot be limited under applicable
Infringement; Procedure. If a third party asserts a claim against Client that the Services infringe a patent or copyright, Company will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by Company, provided that Client promptly (i) notifies Company in writing of the claim, (ii) supplies information requested by Company, and (iii) allows Company to control, and reasonably cooperates in, the defense and settlement, including mitigation efforts.

d. Indemnity Exclusions. Company has no responsibility for claims based on non-Company products and services, items not provided by Company, or any violation of law or third-party rights caused by Client materials, designs, or specifications or Client content.

7. Governing Laws and Geographic Scope; Jurisdiction

a. Each party is responsible for complying with: (a) laws and regulations applicable to its business and content, (b) import, export and economic sanction laws and regulations, including those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users, and (c) those relating to competition, anti-corruption, export control, occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub-contractor selection, discrimination, data protection and privacy.

b. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, United States of America, without regard to conflict of law principles. Any legal suit, action or proceeding arising out of or based upon this Agreement shall be instituted in the federal courts of the United States located in the Southern District of New York and each party hereby irrevocably submits to the exclusive jurisdiction of such court in any such suit, action or proceeding. Service of process, summons, notice or other document sent by mail to such party’s address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or any proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

8. General

a. Modifications; Amendments; Waiver. The Company may modify the TradeLens Platform or any Service, without degrading its functionality or security features at any time without notice. The Company may withdraw a Service on 12 months’ notice. Because this Agreement may apply to future Orders, the Company may amend this Agreement upon at least three months’ written notice to Client. Amendments are not retroactive; they apply, as of the effective date of such amendment, only to new Orders, ongoing Services that do not expire, and renewals. Client accepts such amendments by placing new Orders or continuing use after the amendment’s effective date. Except as provided above, this Agreement may only be amended, or any right or obligation hereunder waived, by written instrument signed by both Client and the Company. No delay in the exercise or enforcement of any right hereunder shall be deemed to be a waiver of such right.

b. Independent Contractor. Company is an independent contractor, not Client’s agent, joint venturer, partner, or fiduciary, and does not undertake to perform any of Client’s regulatory obligations or assume any responsibility for Client’s business or operations. Each party is responsible for determining the assignment of its personnel, and all contractors and subprocessors, and for their direction, control, and compensation.

c. Code of Conduct. Company maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery & corruption, and fraud. Company and
its personnel comply with such policies and require contractors and subprocessors to have similar policies.

d. Applicability. This Agreement applies to Client and its Enterprise companies who acquire Services under this Platform Services Agreement. Client shall coordinate the activities of its Enterprise companies under the Agreement. Enterprise companies include any company that controls, is controlled by or is under common control with Client.

e. Business Contact Information. The Company and its affiliates, and their contractors and subprocessors, may, wherever they do business, store and otherwise process business contact information (BCI) of Client, its personnel and authorized users, for example name, business telephone, address, email and user ID’s for business dealings with them. Where notice to or consent by the individuals is required for such processing, Client will notify and obtain such consent.

f. Identifying Data. “Account Data” is information Client provides to Company, other than Client content, about Client or Client’s users that Company needs to enable Client’s use of the Services or information concerning such use. Company, its contractors and subprocessors may process, store and use Account Data wherever they do business to enable product features, administer use, personalize experience, and otherwise support or improve use of the Services as described in Company’s privacy policy.

g. Data Use. The Company will access and use Client content for the purposes of (i) providing and managing the TradeLens Platform; and (ii) improving the TradeLens Platform, including performance and functional validation testing for current and future functionality for TradeLens offerings.

h. Assignment. Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other. Assignment by the Company of: (i) the Agreement in conjunction with the sale or transfer, whether by joint venture, initial public offering, or otherwise, of any portion of the Company’s business that includes a Service; or (ii) the Company rights to receive payments or assignment by Company in conjunction with the sale of the portion of Company’s business that includes a Service, is not restricted.

i. Notices. All notices under the Agreement must be in writing. Unless a party designates in writing a different address Notices to the Company may be sent to 185 Hudson Street, Suite 2910, Jersey City New Jersey 07311, Attn: General Counsel, and notice to the Client shall be sent to the address specified in the Order. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing.

j. Third Party Beneficiaries. No right or cause of action for any third party is created by the Agreement or any transaction under it.

k. Client Feedback. Client hereby grants to the Company a royalty-free, worldwide, transferable, assignable, non-exclusive, distributable, sub-licensable, irrevocable, perpetual license to use and incorporate into the TradeLens Platform and create modifications, improvements and derivative works of, any ideas, suggestions, or other feedback provided by Client or its users relating to the TradeLens Platform.

l. Entire Agreement; Counterparts; Severability. Any reproduction of the Agreement made by reliable means is considered an original. The parties consent to the use of electronic means and facsimile transmissions for communications as a signed writing. The Agreement, each Order, and each Service Description represent the entire agreement of the parties with respect to the subject matter hereto and supersedes any other agreement, course of dealing, discussions or representations between the parties relating to the Services or the TradeLens Platform. Each of the provisions of this Agreement is severable from the others and if one or more of them becomes void, illegal or unenforceable, the remainder will not be affected in any way.

m. Subprocessors. Company may use personnel and resources in locations worldwide, including third party contractors and subprocessors to support the delivery of the Services. Company may transfer Client content, including personally identifiable information, across country borders.
Countries where Client content may be processed include: United States. The Company is responsible for its obligations under the Agreement even if Company uses a third-party contractor or subprocessors unless otherwise set forth in an Order or Service Description. Company will require subprocessors with access to Client content to maintain technical and organizational security measures that will enable Company to meet its obligations hereunder. A current list of subprocessors and their roles will be provided upon request.

n. **Publicity.** Neither party shall, without prior written consent from the other, publicize the other party’s trademarks or make any public statements or press releases about the other or the Agreement.

o. **Force Majeure.** Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its reasonable control.

[Signature page follows]
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized signatories as of the date and year first above written.

GTD SOLUTION INC.

By: ____________________________
Authorized signature

Name: ____________________________

Title: ____________________________

[INSERT CLIENT NAME]

By: ____________________________
Authorized signature

Name: ____________________________

Title: ____________________________

Client Number: ____________________________

Address: ____________________________

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