GENERAL TERMS AND CONDITIONS

I INTRODUCTION

The company "**DRAGON MARITIME SEE**" d.o.o., with its registered office in Beograd, ul. Vladimira Popovića br. 6, 11070 Novi Beograd, company registration number: 21248720, tax identification number (PIB): 109820851 (hereinafter: **DRAGON MARITIME SEE** or the **Company**), provides freight forwarding services in the course of its business, namely, for the purposes of dispatching or receiving particular goods on behalf of its clients, it acts as an intermediary in arranging transport, concludes contracts of carriage and other contracts required for the carriage, and organises and performs other customary activities and operations relating to the forwarding and transport of goods. Other customary activities and operations comprise all services relating to carriage, customs intermediation, warehousing, handling, packing, distribution of goods, insurance intermediation and all other services within the business activities of DRAGON MARITIME SEE required for dispatching or receiving particular goods, including related advisory services.

In addition, DRAGON MARITIME SEE specialises in providing agency services for the transport of goods for COSCO SHIPPING Lines S.A. of Athens (Greece), which is part of the COSCO SHIPPING LINES CO. LTD group of Shanghai (China), one of the largest shipping companies in the world.

DRAGON MARITIME SEE provides all the above services either: (i) as an integrated freight forwarding service or (ii) as individual, separate services (transport of goods, warehousing, customs intermediation, etc.). Depending on the particular Service, the Company may act as an intermediary/organiser of the Service (a freight forwarder and/or commission agent), as an agent/representative of the shipping company or another principal (hereinafter: the **Principal**), within the scope of its authority, as a customs intermediary within the meaning of Section XII, or as a direct provider of the Service in its own name and for its own account. The Company may engage third parties to perform the Services. The capacity in which the Company acts for a particular Service shall be specified in the Confirmation. Unless the Confirmation expressly provides that the Company acts as a direct provider of the Service in its own name and for its own account, it shall be deemed to act as an intermediary/organiser or, where expressly stated, as an agent of the Principal or a customs intermediary. This shall not exclude obligations and liability arising from the obligations actually assumed and from mandatory provisions of law.

DRAGON MARITIME SEE makes all its business resources available to its clients and applies all its knowledge and experience to providing services in the transport of goods and freight forwarding. The nature of the services provided by DRAGON MARITIME SEE to its clients requires certain general rules to regulate their mutual rights and obligations consistently. The purpose of these general terms and conditions of DRAGON MARITIME SEE (hereinafter: the **General Terms and Conditions** or **GTC**) is to establish clear and binding rules for clients and DRAGON MARITIME SEE concerning the provision of services.

These General Terms and Conditions apply to the business relationship between DRAGON MARITIME SEE and the Client, whether or not a separate written agreement has been concluded, subject to Section XXIII. Rights and obligations shall be governed by the agreement, the accepted Confirmation and these General Terms and Conditions, in the order of precedence set out in Section II, subject to mandatory provisions of law. Matters not governed by those documents shall be subject to the default provisions of the Law on Obligations and other applicable legislation.

Unless expressly provided otherwise in writing, neither these General Terms and Conditions nor individual agreements concluded directly between DRAGON MARITIME SEE and the Client shall in any way derogate from or amend terms and agreements previously or subsequently agreed by the Client with carriers or other service providers in connection with the carriage of goods (e.g. provisions of a B/L (bill of lading), CMR (road consignment note), CIM (rail consignment note), AWB (air waybill), etc.), regardless of whether DRAGON MARITIME SEE represents those entities as their agent in that relationship.

DRAGON MARITIME SEE shall at all times act as required by the Client's interests and with the due care of a prudent businessperson.

In its relationship with DRAGON MARITIME SEE, the Client shall act in accordance with the principle of good faith and fair dealing and with the due care of a prudent businessperson.

Client means legal entities, natural persons, entrepreneurs, farmers and other legal subjects that use, have used or intend to use the services of DRAGON MARITIME SEE.

II ENQUIRY, CONFIRMATION AND AGREEMENT

These General Terms and Conditions of DRAGON MARITIME SEE govern the general rules and conditions under which DRAGON MARITIME SEE provides freight forwarding services (which may include arranging transport and/or warehousing of goods and/or customs intermediation and/or other services), or individual transport, warehousing or customs intermediation services, as well as other related services, in its own name and for the Client's account, in the Client's name and for the Client's account, or in its own name and for its own account (collectively hereinafter: the **Services**), and the rights and obligations of the parties to the business relationship concerning the provision of those Services.

For each particular Service, its scope, the capacity in which DRAGON MARITIME SEE acts, the fee/price and special terms, including time limits and payment arrangements, shall be set out in an offer, order confirmation, booking or other written confirmation issued by DRAGON MARITIME SEE (hereinafter: the **Confirmation**). These General Terms and Conditions apply to accepted Confirmations and separate written agreements concerning the Services.

A Confirmation relates only to the Services specified in it. It shall be delivered to the Client in writing, including by e-mail. Where a Confirmation constitutes an offer, it shall remain valid until the expiry of the period specified in it and shall be deemed accepted when the Client confirms its agreement in writing, including by e-mail, or, after receiving it, supplies the information or documentation required for the performance of the Service so specified or makes the goods available for that purpose. Supplying information or documentation solely to obtain an offer does not constitute acceptance. A subsequent Confirmation shall not amend an agreement already reached without the Client's consent.

Acceptance of a Confirmation constituting an offer concludes a contract for the particular Service, of which these General Terms and Conditions form an integral part in accordance with Section XXIII.

Contracts for Services between DRAGON MARITIME SEE and the Client shall be concluded by acceptance of a Confirmation or by a separate written agreement. These General Terms and Conditions form an integral part of those contracts where the Client knew or ought to have known of them when concluding the contract.

A separate agreement signed by both parties is not a prerequisite for concluding a contract for Services by acceptance of a Confirmation, except where a particular form is required by mandatory provisions of law or has been expressly agreed. The separate written agreement and individual Confirmations shall apply together in the order of precedence set out in the following paragraph.

In the event of inconsistency, the Confirmation for the particular Service shall take precedence, followed by the separate written agreement and then these General Terms and Conditions. By way of exception, the provisions of these General Terms and Conditions concerning limitation and/or exclusion of liability, complaints and statutory limitation periods, pledges/rights of retention and other security, jurisdiction and governing law shall take precedence unless the agreement or Confirmation expressly and unambiguously provides otherwise on those matters. Expressly agreed special terms shall prevail over the General Terms and Conditions. Mandatory provisions of law shall prevail over all the above documents.

III INSTRUCTIONS FOR THE PROVISION OF SERVICES

DRAGON MARITIME SEE shall perform all Services solely on the basis of and in accordance with the Client's instructions and the accepted Confirmation for the provision of Services. The instructions must contain all necessary information about the goods and their characteristics, precise instructions concerning their dispatch or receipt and other Services, and any other information required for the proper and timely execution of the instructions. Any instructions from the Client requesting Services from DRAGON MARITIME SEE which are inconsistent with the accepted Confirmation shall be treated as a new offer or an invitation to make an offer.

Where the services provided by DRAGON MARITIME SEE to the Client include the transport of goods, the Client shall supply DRAGON MARITIME SEE with Instructions containing the following information: the date and place at which the consignment is made available for carriage; the sender's name and address; the place and date of loading and the place of destination; the consignee's location and address; the customary description of the type of goods and packing method; the number of packages and their special marks and numbers; the gross weight of the goods or the quantity expressed in another manner; the value of the goods; and the necessary instructions for customs and other formalities.

Where the services provided by DRAGON MARITIME SEE to the Client include warehousing, the Client shall supply DRAGON MARITIME SEE with Instructions containing the following information: the type, value and quantity of the goods; the Client's name and address; the driver's first name and surname and the information required to verify the driver's identity and authority, to the extent permitted by law; storage conditions (temperature, humidity, etc.); specific characteristics (dimensions, weight, physical form); and anything else required to enable DRAGON MARITIME SEE to fulfil its obligations without delay or hindrance.

Where the Services include customs intermediation under Section XII, the Client shall supply information about the importer/exporter, the goods and the required formalities, together with the documentation to be forwarded to the directly engaged customs representative. The Client shall directly authorise that representative and give it instructions for the customs procedure.

The Client shall inform DRAGON MARITIME SEE of any characteristics of the goods which may endanger the safety of persons or property or cause damage.

DRAGON MARITIME SEE is not obliged to advance customs duties, inspection costs or other public charges or administrative costs of the Client. Any separately agreed forwarding of the Client's funds to a third party does not constitute the assumption of the capacity of a customs representative.

Instructions shall be submitted to DRAGON MARITIME SEE in writing. The Client shall confirm oral instructions in writing, preferably on the same day and no later than the close of business on the following business day. DRAGON MARITIME SEE may, but is not obliged to, confirm the Client's oral instructions in writing.

Where instructions are manifestly incomplete, unclear or contradictory, DRAGON MARITIME SEE shall seek the necessary clarification from the Client in good time. Where the circumstances make it impossible to obtain the necessary clarification and performance cannot be delayed, DRAGON MARITIME SEE shall act with the due care of a prudent businessperson, protecting the Client's interests.

The Client shall bear all consequences arising from incorrect, incomplete, unclear, contradictory or late instructions. Where the Client changes instructions the execution of which has already begun, DRAGON MARITIME SEE shall follow the amended instructions if possible, without liability for the consequences caused by the change.

IV DOCUMENTATION

The Client shall provide DRAGON MARITIME SEE in good time with all documents required to execute the instructions. The Client shall also be deemed to have failed to provide documents in good time where it has notified DRAGON MARITIME SEE that the documents will be supplied by its business partner and that business partner fails to supply them in good time.

The Client shall bear all consequences arising from defective documents, deficiencies in the documentation or its late delivery to DRAGON MARITIME SEE.

For documents required for the carriage of goods, DRAGON MARITIME SEE may use standard documents customary in the relevant mode of transport. The liability provisions of those documents shall apply to DRAGON MARITIME SEE only insofar as they govern its capacity and obligations in the particular transaction, subject to Section XVII and mandatory provisions of law.

The Client shall be responsible for the authority of persons who issue instructions and documentation in its name and for supplying information on import, export and transit restrictions and prohibitions. DRAGON MARITIME SEE is not obliged to carry out a separate legal review of that information beyond the agreed scope of the Service, but shall clarify obvious irregularities and reasonable doubts concerning authority and shall comply with the legislation binding upon it. The Client shall bear costs arising from incorrect or incomplete information it has supplied, except to the extent for which the Company is responsible.

V RECEIPT AND DELIVERY OF GOODS

The Client or a person authorised by the Client (a partner) shall pack the goods according to their nature and characteristics and the requirements of the route and means of transport. The Client shall be responsible for packing the goods, and DRAGON MARITIME SEE shall not be liable for damage resulting from inadequate, insufficient or unsuitable packing or from the goods not being ready for carriage (including stowage in the cargo space). The Client shall load and unload the goods and shall be liable

for all damage occurring during or resulting from loading or unloading, unless expressly agreed otherwise.

DRAGON MARITIME SEE has the right, but not the obligation, to refuse to accept for carriage goods which it considers may damage other consignments or cause other damage, and in any event reserves the right subsequently to claim damages from the Client.

DRAGON MARITIME SEE shall be deemed to have received the goods when it takes them over for the purpose of executing the instructions. Unless otherwise agreed, DRAGON MARITIME SEE may itself perform all or part of the carriage. Where DRAGON MARITIME SEE performs the carriage itself, it shall have the rights and obligations of a carrier. Its capacity and liability for the particular Service shall also be determined in accordance with Sections I and XVII.

If the Client, the consignee or another authorised person takes no action in relation to the consignment within a reasonable period, DRAGON MARITIME SEE shall be entitled to sell it in accordance with the rules governing the sale of goods due for delivery where the creditor is in default, and to recover its claims from the proceeds. It shall, at its option, pay the balance into the account of the Client or authorised person or, at the service user's expense, place it on appropriate deposit with a court or notary public. The sale, satisfaction of claims and disposal of the balance of the proceeds may be carried out only under the conditions prescribed by law, with prior notice to authorised persons where such notice is required.

If the Client or consignee fails to make written reservations concerning the condition and quantity of the goods upon taking delivery, the goods shall be presumed to have been duly received, to the extent permitted by applicable legislation.

Where defects are found in goods carried or received, those defects shall be recorded in a report signed by the consignee's authorised representative and by the carrier. If the carrier refuses to sign, the consignee shall record that refusal, preserve the available evidence and notify DRAGON MARITIME SEE without delay; the mere absence of the carrier's signature shall not exclude the consignee's statutory rights.

Where a consignment arrives at its destination visibly damaged or with a visible shortage of packages, DRAGON MARITIME SEE shall notify the Client without delay of the damage and all events of significance to the Client and shall take all necessary steps to preserve the Client's rights against the liable person. If DRAGON MARITIME SEE considers certain actions necessary in the Client's interests but cannot obtain the Client's instructions beforehand, it is authorised to take those actions for the Client's account and at the Client's risk.

VI PLEDGES AND RIGHTS OF RETENTION

To secure recovery of its claims arising in connection with the Services, DRAGON MARITIME SEE shall have a pledge and a right of retention over all goods handed over for and in connection with the Services, and over any other goods subsequently handed over to DRAGON MARITIME SEE for forwarding or other services provided by DRAGON MARITIME SEE, irrespective of whether those goods are directly related to the Services giving rise to the claim, for as long as it has direct or indirect possession of them or holds a document enabling it to dispose of those goods.

If, upon maturity, the Client fails to satisfy a claim for which a pledge or right of retention has been validly established and the other statutory conditions are met, DRAGON MARITIME SEE may sell the pledged/retained goods by public sale without recourse to a court, after eight days have elapsed following notice to the Client and, where the pledgor is a different person, to the pledgor that it intends to do so. DRAGON MARITIME SEE shall notify both persons in good time of the date and place of the sale. If the pledged/retained goods have a market or exchange price, DRAGON MARITIME SEE may sell them at that price after eight days have elapsed following notice to the Client and the pledgor that it intends to do so.

DRAGON MARITIME SEE shall be entitled to recover from the proceeds of the sale of goods subject to a pledge/right of retention, in priority to the Client's other creditors, its claim, interest due, costs incurred in preserving the pledged/retained goods and the costs of enforcing its claim. Priority shall be determined by law, respecting the rights of third parties. The balance of the proceeds shall be handed over to the entitled person or deposited in accordance with the law.

An obligation to provide bills of exchange, a bank guarantee or other security at the outset of the business relationship shall exist only if separately agreed. During the business relationship, DRAGON MARITIME SEE may, in accordance with the agreement or accepted Confirmation, require appropriate security or an advance payment where there is an increased risk of non-payment, suspend Services not yet performed or terminate the agreement to the extent that the contractual or statutory conditions for doing so are met. The request shall be delivered in writing and shall specify the type and amount of security and a reasonable period for providing it. This shall not amend any separately agreed security arrangements.

Where a credit limit has been agreed, its scope and amendment and the consequences of reaching it shall be governed by the agreement or Confirmation. The same obligation shall not be counted simultaneously as the value of instructions and as a receivable under an issued invoice. Upon suspension or discontinuation of a Service already commenced, the Company shall take the necessary measures to protect the goods and prevent further damage, with the right to reimbursement of justified costs in accordance with the agreement and the law.

VII ROAD TRANSPORT

Upon arrival at the place specified in the Instructions as the place of delivery, DRAGON MARITIME SEE or the person engaged by DRAGON MARITIME SEE to transport the goods shall deliver the goods carried to the person designated in the Instructions as the consignee.

DRAGON MARITIME SEE or the person engaged by DRAGON MARITIME SEE to transport the goods shall issue the required number of consignment notes – CMR, or delivery notes, as evidence of delivery, to be signed by the consignee when taking delivery of the goods. A signed consignment note – CMR, or delivery note, without reservations from the consignee as to quantity or condition shall constitute rebuttable evidence that DRAGON MARITIME SEE or the person engaged by DRAGON MARITIME SEE to transport the goods delivered the goods to the place of delivery on time and without damage. The statutory rules governing reservations, latent defects and evidence shall remain unaffected.

VIII SEA AND INLAND WATERWAY TRANSPORT

DRAGON MARITIME SEE shall arrange or perform the carriage of goods by sea and inland waterway, in the capacity specified in the Confirmation, using vessels operating on international routes. In order to

execute the Client's Instructions, DRAGON MARITIME SEE shall arrange with a shipping company or agent for the carriage of goods by sea or inland waterway from the place of loading to the place of discharge. This contractual relationship shall be subject to all rights, obligations and liabilities specified on the reverse of the bill of lading. The terms of the transport document shall apply to the extent that they have been agreed and govern the particular relationship, subject to the precedence of mandatory provisions of law and Section XVII.

DRAGON MARITIME SEE shall not be liable for costs arising because the port operator or shipping company failed to comply with the loading and discharge conditions customary at the port, or for any resulting damage. These exclusions shall apply subject to Section XVII and shall not exclude the Company's liability for its own failings or liability which cannot be excluded under mandatory provisions of law.

DRAGON MARITIME SEE shall not bear costs arising from congestion at ports, quays, marshalling and collection yards or other transport hubs, shortage of storage space, shortage of means of transport, waiting time for vessels at ports or other means of transport at quays and railway stations, extended overtime working, waiting on public holidays and other non-working days, or stoppages caused by adverse weather and/or other force majeure events, nor shall it be liable for any resulting damage. These exclusions shall apply subject to Section XVII and shall not exclude the Company's liability for its own failings or liability which cannot be excluded under mandatory provisions of law.

DRAGON MARITIME SEE shall not be responsible for the content or accuracy of information provided by a shipping company or its agent concerning a vessel's movements and arrival, or of information provided by other carriers. DRAGON MARITIME SEE shall not be liable for demurrage costs not caused by its proven fault. In the event of general average, DRAGON MARITIME SEE shall inform the Client of the facts of which it becomes aware. These exclusions shall apply subject to Section XVII and shall not exclude the Company's liability for its own failings or liability which cannot be excluded under mandatory provisions of law.

IX AIR TRANSPORT

DRAGON MARITIME SEE shall arrange or perform the carriage of goods by air, in the capacity specified in the Confirmation, on international air routes. DRAGON MARITIME SEE shall perform the carriage of goods by air taking account of all the advantages offered by this mode of transport when agreeing the price and terms of air carriage, acting as an agent of an airline or its authorised agent only where it holds the relevant authority. These Services shall be subject to all rights, obligations and liabilities specified on the reverse of the air waybill. The terms of the transport document shall apply to the extent that they have been agreed and govern the particular relationship, subject to the precedence of mandatory provisions of law and Section XVII.

X RAIL TRANSPORT

DRAGON MARITIME SEE shall arrange or perform the carriage of goods by rail, in the capacity specified in the Confirmation, on international rail routes. In order to execute the Client's Instructions, DRAGON MARITIME SEE shall arrange with the railway undertaking for the carriage of goods from the dispatch station to the destination station at the railway undertaking's applicable tariff. These Services shall be subject to all rights, obligations and liabilities specified on the reverse of the rail consignment note and to the railway undertaking's terms of business. The terms of the transport document shall apply to the

extent that they have been agreed and govern the particular relationship, subject to the precedence of mandatory provisions of law and Section XVII.

XI INTERMODAL TRANSPORT

DRAGON MARITIME SEE also provides international combined transport (intermodal transport) of goods, involving a combination of different modes of transport (sea and inland waterway, air, rail and road transport) in arranging the carriage of a consignment from the place of loading to its final destination.

Intermodal transport of goods means the transport of goods in the same intermodal loading unit or road vehicle successively using two or more modes of transport, without handling the goods when changing the mode of transport.

In order to execute the Client's Instructions, DRAGON MARITIME SEE shall arrange intermodal (combined) carriage of goods by two or more modes of transport from the dispatch station to the destination station at the applicable tariffs of the modes of transport used. Regardless of the modes of transport involved in the particular intermodal carriage, these Services shall be subject to all rights, obligations and liabilities specified on the reverse of the bill of lading (Bill of Lading) or air waybill (Air WayBill), depending on which of those two modes of transport is predominantly involved.

DRAGON MARITIME SEE shall not bear costs arising from congestion at ports, quays, marshalling and collection yards or other transport hubs, shortage of storage space, shortage of means of transport, waiting time for vessels at ports, aircraft at airports or other means of transport at quays and railway stations, extended overtime working, waiting on public holidays and other non-working days, or stoppages caused by adverse weather and/or other force majeure events, nor shall it be liable for any resulting damage. These exclusions shall apply subject to Section XVII and shall not exclude the Company's liability for its own failings or liability which cannot be excluded under mandatory provisions of law.

XII CUSTOMS INTERMEDIATION

Where agreed in the Confirmation, DRAGON MARITIME SEE shall provide services connecting the Client with an independent customs representative and forwarding the documentation and information required for that representative's engagement. The Client shall directly engage and authorise the customs representative. DRAGON MARITIME SEE does not act as a customs representative, submit customs declarations in that capacity, assume an obligation to classify goods for tariff purposes or make its own security for customs debt available to the Client. Instructions to forward goods across a border do not, in themselves, oblige the Company to perform customs formalities or advance duties.

XIII WAREHOUSING

Immediately upon receipt of the goods at the warehouse, DRAGON MARITIME SEE shall notify the Client of deficiencies in the condition or quantity of the goods and of other visible defects. DRAGON MARITIME SEE shall notify the Client in good time of any changes it notices in the goods and any risks of damage to them. When taking goods out of storage, the Client or another authorised person shall inspect them.

XIV TIME LIMITS

DRAGON MARITIME SEE shall be responsible for the time limit for dispatch or delivery where that time limit has been expressly agreed as binding, and in other cases where liability for delay arises under mandatory provisions of law, up to the limits of liability of the carriers and other participants it engages in the transport of the goods. Indicative and estimated time limits do not constitute a guarantee of the exact time of delivery. The scope of liability shall be determined according to the Company's capacity, the obligations assumed and Section XVII.

In the event of transshipment, DRAGON MARITIME SEE shall act conscientiously and carefully at the place of transshipment so that it is carried out in the most favourable manner. DRAGON MARITIME SEE shall not be liable for obstacles or delays in the transshipment of goods resulting from failings of carriers, transshipment operators or other organisations, or from force majeure. This provision shall apply subject to Section XVII.

DRAGON MARITIME SEE shall not be liable for carriers' failure to make means of transport available on time or for the late arrival of goods due to objective circumstances such as traffic congestion, queues at border crossings, vehicle breakdowns, traffic accidents and other exceptional situations. This provision shall apply subject to Section XVII.

XV INSURANCE

As regards goods it receives for carriage, DRAGON MARITIME SEE may insure the goods/acts as an intermediary in arranging insurance of the goods (if applicable) where this is accepted through the Client's written Instructions and the Confirmation, for an additional fee, in accordance with a price list supplied separately on request. Neither additional insurance nor insurance cover for a higher value constitutes a declaration of value or interest or, in itself, increases the limit of liability, unless the conditions for declaring a value or special interest under the applicable legislation are met. Insuring one consignment does not oblige DRAGON MARITIME SEE to insure all subsequent consignments of the Client. Where instructions to arrange insurance in the provision of goods transport services do not specify particular risks to be covered, DRAGON MARITIME SEE shall cover only the basic transport risks.

XVI SERVICE FEES, REIMBURSEMENT OF COSTS AND DAMAGES

DRAGON MARITIME SEE shall be entitled to fees for the Services and reimbursement of agreed or necessary and justified costs of performance, in accordance with the Confirmation and the agreement. The Client shall pay them within the agreed period and in the agreed currency, subject to mandatory provisions of law. An invoice cannot unilaterally change terms already agreed. Invoices shall be issued and delivered through the Electronic Invoicing System (SEF) where required by the legislation of the Republic of Serbia and, in other cases, in the agreed manner, including by e-mail.

Where the Confirmation specifies a single total sum for executing freight forwarding instructions, that sum shall include the freight forwarding fee, carriage charges and other costs, except costs expressly excluded or arising from a subsequent change to the instructions or a breach of the Client's obligations. Liability for freight forwarding at a fixed fee shall be governed by Article 844 of the Law on Obligations.

Unless otherwise specified in the Confirmation or agreement, fees shall be calculated in EUR or USD and, for residents of the Republic of Serbia, paid in RSD at the selling rate for foreign exchange in the exchange rate list of the National Bank of Serbia applicable on the date the Service is performed,

increased by 1%, except where payment in foreign currency is permitted by law. An additional exchange rate premium may be charged only if its amount or an objectively determinable calculation method has been expressly agreed in advance.

Objections to the calculation of costs and fees in an invoice shall be submitted in writing, with reasons, within seven days of receipt of the invoice, unless a separate agreement expressly specifies a different starting point for that period. DRAGON MARITIME SEE shall respond within seven days of receipt of the objection. The Client shall pay the undisputed portion when due; the disputed portion shall be resolved by reviewing the calculation and, where justified, issuing a corrected invoice or credit note. Failure to meet this period shall not change statutory limitation periods or mandatory rules governing claims for loss of, damage to or delay in delivery of goods.

If the Client fails to pay its debts within the agreed period, it undertakes to pay statutory default interest for the resulting delay. Payments shall be allocated according to the Client's remittance specification or the order specified in the agreement and, in the absence of such instructions, in accordance with Article 312 of the Law on Obligations (ZOO); within an obligation, costs shall be paid first, then interest and finally principal, unless otherwise agreed.

The fee specified in the Confirmation may be changed due to subsequent changes in fuel prices or the costs of third parties on which performance of the Service depends, if such a possibility has been agreed. Before applying the change, the Company shall give the Client written notice stating the basis and calculation of the change. If the change cannot be determined in advance under the accepted Confirmation, it shall apply upon the Client's acceptance. The Client may reject the new price and withdraw from the unperformed part of the transaction, subject to payment for work done and reimbursement of costs justifiably committed up to that point.

The Client shall be fully liable to DRAGON MARITIME SEE for any loss or damage, costs and expenses arising from inaccurate and incomplete information or instructions, failure to take delivery of goods properly and/or on time, and/or failure by the Client or any other legal entity or natural person acting on its behalf to perform other obligations under the contract for Services properly and/or on time. This includes, without limitation: demurrage, storage charges, vehicle detention costs, costs (penalties) for exceeding permitted weight, costs (penalties) for undeclared goods, etc. This also applies to goods that have caused death or personal injury, damage to property, environmental pollution or any other type of loss.

The Client shall not use DRAGON MARITIME SEE's equipment employed in performing the contract for Services (containers for transporting goods and other equipment owned or held under a right of use by DRAGON MARITIME SEE) for purposes outside the performance of the contract for Services and contrary to its intended use. Upon completion of the contract for Services, the Client shall return DRAGON MARITIME SEE's equipment (containers for transporting goods, etc.) clean and undamaged. The Client shall be fully liable to DRAGON MARITIME SEE for any loss of or damage to containers for transporting goods and other equipment of DRAGON MARITIME SEE used in performing the contract for Services which arises from the Client's fault or negligence. Such liability shall be deemed to arise for the Client when DRAGON MARITIME SEE, through its employees or third-party experts, establishes that the returned equipment is damaged or has not been adequately cleaned. The condition of the equipment upon handover and return shall be documented by a report, photographs or other appropriate evidence, with the Client being given an opportunity to comment on the findings. DRAGON

MARITIME SEE is authorised, at its option, to: (i) call upon the Client to clean the equipment and/or repair the damage or (ii) itself carry out/arrange the cleaning of the equipment and repair of the damage, and calculate and invoice the Client for the cost.

XVII LIABILITY AND LIMITATIONS OF LIABILITY

For loss of or damage to goods, DRAGON MARITIME SEE shall be liable under the Convention on the Contract for the International Carriage of Goods by Road of 1956 (CMR Convention) and other applicable laws and transport regulations (such as the Law on Contracts of Carriage by Road, CIM, the Hague Rules, etc.), provided that DRAGON MARITIME SEE's liability per occurrence and for all occurrences in any one month shall be limited to the amount invoiced to the Client by DRAGON MARITIME SEE for transport services in the month in which the occurrence or occurrences took place. The limits of liability under applicable transport regulations (such as CIM, CMR, the Hague Rules, etc.) and these General Terms and Conditions shall apply even where the documentation accompanying the goods or issued by DRAGON MARITIME SEE states a value of the goods or an insured value exceeding the limits of liability laid down in those regulations.

Only in respect of liability which may lawfully be limited and to which no specific mandatory limit applies, compensation per occurrence shall be limited to the agreed fee for the Service in connection with which the damage arose, and, in aggregate for occurrences in the same calendar month, to the total agreed fees for Services performed for the Client in that month, provided that the aggregate limit shall not be lower than the applicable limit per individual occurrence. The amount of the limit shall not depend on the invoice date. The limitations and exclusions in these General Terms and Conditions shall not apply to intent or gross negligence, liability under Article 834 of ZOO or other cases in which they are prohibited by mandatory provisions of law; the limit shall not apply where it is manifestly disproportionate to the damage within the meaning of Article 265 of ZOO.

Subject to the conditions and limits in the preceding paragraphs, DRAGON MARITIME SEE shall not be liable for damage, loss or delay to the extent that it proves an applicable statutory ground for exemption, in particular where it results from:

- circumstances it could not avoid;
- consequences it could not prevent;
- defects or inherent characteristics of the goods or defective packaging;
- force majeure;
- the Client's late provision or failure to provide accurate information required for the performance of the services;
- the fault of the Client or its business partner;
- the instructions of the Client or the consignee.

DRAGON MARITIME SEE undertakes to make appropriate efforts and take the best available measures in providing the Services and securing optimum transit times for consignments. DRAGON MARITIME SEE does not undertake that a consignment will be loaded at the place of receipt or loading or arrive at the place of discharge, destination or transshipment on any particular vessel or other means of transport on any particular date or at any particular time, or arrive in time for any particular use. Responsibility for consignment transit times in arranging sea and inland waterway and intermodal

transport rests entirely with the shipping company and/or other carrier, in all respects in accordance with the terms and conditions set out on the reverse of the bill of lading (Bill of Lading).

DRAGON MARITIME SEE shall not be liable for the acts or omissions of third parties, such as carriers, warehouse operators, port operators, other freight forwarders and other third parties not listed, unless DRAGON MARITIME SEE itself has failed to exercise the requisite care in selecting, instructing or supervising those third parties.

Under no circumstances shall DRAGON MARITIME SEE be liable to the Client for any direct, indirect or consequential loss arising from the exercise of DRAGON MARITIME SEE's rights under Section VI (Pledges and Rights of Retention) of these General Terms and Conditions.

DRAGON MARITIME SEE does not undertake the calculation of public charges or the conduct of proceedings challenging their calculation as part of customs intermediation; the Client shall arrange those matters directly with its customs representative. The Company shall be liable for its own obligations within the agreed scope, in accordance with mandatory provisions of law.

If the Client or its business partner fails to make the goods available at the place of loading in good time, or if the Client changes information relevant to carriage, loading or unloading after issuing the Work Instructions, and DRAGON MARITIME SEE suffers damage as a result, the contracting parties agree that the Client shall compensate DRAGON MARITIME SEE for the damage suffered.

Unless otherwise specified in the Confirmation, for vehicle detention caused by the Client's failure to arrange loading, unloading or the necessary documentation in good time, following expiry of the agreed free time, the Client shall pay a charge of EUR 150 for every 24 hours and, for a shorter period, an amount proportionate to the number of hours. If no free time has been agreed, the charge shall accrue after a reasonable time for the particular operation has elapsed and after the Client has been notified that charging has commenced. The charge shall be paid in its dinar equivalent at the exchange rate specified in Section XVI applicable on the date the cost arises. The same cost may not be recovered again as damages.

If the Client fails to provide DRAGON MARITIME SEE with accurate information or documentation, it shall compensate DRAGON MARITIME SEE for all damage suffered. Furthermore, if an inspection establishes that the type, quantity, description or tariff code or tariff subheading of the goods does not correspond to the information supplied by the Client to DRAGON MARITIME SEE and/or the accompanying documentation, and DRAGON MARITIME SEE suffers damage as a result, the Client shall immediately compensate DRAGON MARITIME SEE for all resulting damage.

XVIII FORCE MAJEURE

Force majeure means any circumstance or event the effects of which could not have been foreseen, avoided or overcome and which prevents DRAGON MARITIME SEE or the Client from duly performing all or any of its obligations, so that neither party shall be liable to the other for its inability to perform its obligations or for damage resulting from force majeure. Force majeure includes, in particular: earthquakes, floods, fire, adverse weather, failures of electrical installations and networks, interruptions of electricity supply – power restrictions, war, civil unrest, strikes, demonstrations, acts of public authorities, criminal acts committed by third parties and all other events the effects of which could not have been foreseen, avoided or overcome. DRAGON MARITIME SEE shall not be liable to the Client in any way for non-performance or improper performance of its obligations resulting from the

Client's improper performance of its obligations. The listed events shall constitute force majeure only where, in the particular case, they meet the statutory conditions for exemption from liability. Lack of funds does not, in itself, discharge the obligation to pay.

If a party is prevented from or delayed in performing any of its obligations by force majeure, the affected party shall notify the other party of the force majeure event as soon as possible, after which the parties shall jointly endeavour to find a mutually acceptable solution. If the impediment continues for a period unacceptable to the other party, that other party shall be entitled to withdraw from the agreement by written notice, without prejudice to matured claims and other rights which survive by law or by their nature, while any restitution of what has been received and the discharge of unperformed obligations shall be governed by law.

XIX TRADE SECRETS

The Client and DRAGON MARITIME SEE shall keep all information, data or documents of any nature confidential as trade secrets and shall not disclose their contents to third parties during or after their business relationship. If the Client or DRAGON MARITIME SEE breaches the obligation in the preceding paragraph, it shall compensate the other party for all damage resulting from the breach of the obligation to protect trade secrets. The obligation to protect trade secrets shall not extend to information that must be disclosed under applicable legislation of the Republic of Serbia. The obligation shall not cover information that is publicly available without breach of the obligation, lawfully obtained from a third party or independently developed without using the other party's confidential information.

The Client authorises DRAGON MARITIME SEE to share confidential information and personal data, to the extent necessary, with its employees, consultants, engaged carriers, warehouse operators, customs representatives, insurers and other persons whose access is necessary for the particular Service, and to include them in documentation generated in connection with the performance of the Services. The Client and DRAGON MARITIME SEE shall handle such data in accordance with their obligation to maintain the confidentiality of data obtained in the course of business, ensuring, within the scope of their authority, confidential handling and protection of trade secrets by all persons granted access to the protected data, and their use solely for lawful purposes and in no manner that could be regarded as contrary to the contracting parties' interests. The Client's contractual authorisation does not replace the lawful basis for processing personal data or the conditions for their international transfer.

XX PROCESSING OF PERSONAL DATA

When processing personal data, DRAGON MARITIME SEE applies the provisions of the Law on Personal Data Protection (hereinafter: the **Law**) and other legislation governing this area. To implement the principles of lawful, fair and transparent processing of personal data, this Section of the General Terms and Conditions provides a personal data processing notice, making relevant information on personal data processing available in one place to natural persons (clients, prospective clients, job applicants and other persons). This Section also applies to representatives and employees of Clients and other business partners, drivers, senders and consignees whose data are processed.

A. Definitions:

"**Personal data**" means any information relating to an identified or identifiable natural person, whose identity may be determined directly or indirectly, in particular by reference to an identifier such as a

name and identification number, location data, an identifier in electronic communications networks or one or more factors specific to that person's physical, physiological, genetic, mental, economic, cultural and social identity;

"**Processing of personal data**" means any operation or set of operations performed, by automated or non-automated means, on personal data or sets of personal data, such as collection, recording, classification, grouping or structuring, storage, adaptation or alteration, disclosure, consultation, use, disclosure by transmission or delivery, copying, dissemination or otherwise making available, comparison, restriction, erasure or destruction (hereinafter: **processing**);

"**Data subject**" means a natural person whose personal data are processed;

"**Controller**" means a natural or legal person or public authority which, alone or jointly with others, determines the purpose and means of processing; DRAGON MARITIME SEE is the controller for processing whose purpose and means it determines, whereas, when processing on behalf of another controller, it acts as a processor subject to the conditions of the Law.

"**Processor**" means a natural or legal person or public authority which processes personal data on behalf of the controller.

B. Data controller:

The company DRAGON MARITIME SEE d.o.o. Beograd-Novi Beograd, with its registered office at ul. Vladimira Popovića 6, Beograd – Novi Beograd, company registration number (MB) 21248720, tax identification number (PIB): 109820851, whose principal business activity is sea and coastal freight transport.

C. Types of personal data and categories of data subjects:

The departments of DRAGON MARITIME SEE process data relating to the following categories of persons:

1. Client data

Clients or business partners may engage DRAGON MARITIME SEE to provide freight forwarding services, intermediation in arranging transport and other services and operations customarily performed in connection with the forwarding and transport of goods: all services relating to carriage, customs intermediation, warehousing, handling, packing, distribution of goods, insurance intermediation and all other services within the business activities of DRAGON MARITIME SEE required for dispatching or receiving particular goods, including related advisory services. In such cases, DRAGON MARITIME SEE may collect and use personal data concerning clients and prospective clients or their representatives to provide a particular service where the Company has a valid business reason to do so.

All personal data collected by DRAGON MARITIME SEE in the manner described in the preceding paragraph for the purpose of providing those services should be supplied to the Company on a lawful basis. The categories of data concerning the Company's clients which the Company may process are:

- Basic information, such as the person's name, the company for which the person works and the person's position in that company;

- Contact details, such as postal address, e-mail address and telephone numbers;
- Financial information, such as payment details;
- Personal data processed through CCTV surveillance (this applies to clients visiting the controller's premises);
- Any other data relating to a particular person which have been supplied and are necessary for the provision of particular services by the Company.

The Company uses this information for the following purposes:

- Providing freight forwarding services and intermediation in arranging transport;
- Providing other services and operations customarily performed in connection with the forwarding and transport of goods: all services relating to carriage, customs intermediation, warehousing, handling, packing, distribution of goods, insurance intermediation and all other services within the business activities of DRAGON MARITIME SEE required for dispatching or receiving particular goods, including related advisory services;
- Complying with statutory and regulatory obligations;
- Data may be processed to protect persons and property, namely to prevent criminal and other unlawful acts and potentially identify the perpetrators of those acts (this purpose applies to processing through CCTV surveillance).

The lawful bases for processing our clients' personal data are:

- Performance of a contract or taking pre-contractual steps, only where the data subject is a party to that contract or has personally requested those steps;
- Compliance with the Company's statutory or regulatory obligations;
- Legitimate interests in business communication, organising and performing the Services, protecting goods and pursuing legal claims, where the statutory conditions are met and the interests or fundamental rights and freedoms of the data subject do not override those interests.

As regards data supplied to the Company by its clients, the Company may process those data as Controller, in which case DRAGON MARITIME SEE determines the purposes of processing; however, DRAGON MARITIME may also process the personal data supplied as a Processor processing those data on behalf of the Controller, namely the person who supplied the data and determined the purpose of processing.

The Company may also process personal data on the basis of the data subject's consent. Where necessary, the Company shall obtain the data subject's consent in the form prescribed by the Law on Personal Data Protection.

2. Job applicants

The Company may collect information (containing personal data) about candidates who express an intention to enter into an employment contract with the Company, in accordance with the recruitment opportunities and needs of DRAGON MARITIME SEE. The data collected by the Company, how they are used and when they are collected depend on the country in which the candidate applies. Generally,

the information collected by the Company about job applicants includes CVs, identification documents, academic records, work history, employment information and references.

This information is forwarded to the relevant recruitment managers and persons involved in recruitment to decide whether to invite you to an interview. DRAGON MARITIME SEE shall collect additional information if you are invited to the interview stage (or equivalent) and beyond. Such information includes interview notes, assessment results, feedback and details of the offer of employment.

DRAGON MARITIME SEE collects personal data about applicants ("You") from the following sources:

- Directly from the applicant – for example, a person interested in employment with the Company when applying for a job, directly through the website https://www.dragonmaritime.net, by submitting documentation by post or otherwise, indirectly or directly;
- From a recruitment agency – for example, where a recruitment agency contacts the Company and supplies data about an interested person with a view to that person entering into an employment contract with the Company;
- From publicly available online sources: for example, where professional profiles have been posted online (e.g. on the current employer's website or a professional networking website such as LinkedIn), with a view to the Company entering into an employment contract with a particular person.

The Company uses this information for the following purposes:

- Entering into an employment contract, so that we can match your skills, experience and education to the particular jobs offered by DRAGON MARITIME SEE;
- Assessing suitability for work at DRAGON MARITIME SEE or for clients of DRAGON MARITIME SEE.
- The lawful bases for processing our job applicants' personal data are:
- Taking certain steps at the data subject's request before entering into a contract, with a view to concluding that contract;
- The data subject's explicit consent (in exceptional cases where the applicant wishes their data to be processed for a longer period for several recruitment processes).

3. Suppliers

The Company may process personal data about its suppliers (including subcontractors and individuals associated with suppliers and contractors) in order duly to perform the contract and receive services from suppliers.

The personal data processed by the Company are generally limited to contact details (name, employer's name, telephone number, e-mail address and other contact details) and financial data (payment information).

The Company may check information about suppliers to prevent fraud and conflicts of interest, to the extent necessary for the particular purpose and on an appropriate lawful basis. Specially protected data, including data concerning criminal convictions and offences, shall be processed only where the additional statutory conditions are met.

The lawful bases for processing our suppliers' personal data are:

- Performance of a contract where the data subject is a party to it, or legitimate interests in communicating and conducting business with the supplier, subject to the statutory conditions;
- Compliance with statutory or regulatory obligations.

4. Data concerning the Company's representatives and members

The Company may process personal data concerning its representatives, its members (where members are natural persons) or their representatives where it has a lawful basis for doing so. The purpose of processing data concerning the Company's members is to fulfil the Company's statutory obligations and the members' ownership rights and obligations (for example, the Law on Companies prescribes mandatory contents of the instrument of incorporation, including data concerning the company's members). The data which the Company may process are:

- Name;
- Personal identification number;
- Passport number;
- Information on the permanent residence of representatives of the Company's members;
- Data processed through CCTV surveillance (relating to persons visiting the controller's premises).

The lawful bases for processing personal data concerning our representatives and members of the Company are:

- Performance of a contract only where the data subject is a party to it and the particular processing is necessary for performance;
- Compliance with statutory or regulatory obligations;
- Legitimate interests (for processing through CCTV surveillance).

5. Personal data which the Company may process as Processor

The Company may act as a processor where it processes personal data in the name of and for the account of clients and service users as controllers, in accordance with the agreement between them.

The agreement between the controller and the processor shall specify the subject matter and duration of processing, its nature and purpose, the types of personal data and categories of data subjects, and their mutual rights and obligations. Such an agreement must contain the mandatory elements under Article 45 of the Law; this Section does not replace it.

When acting as a processor, the Company shall:

- process data in accordance with the Law and the principles of processing;
- apply organisational, technical and personnel measures to protect personal data;
- act in all respects in accordance with the controller's instructions.

D. Principles of personal data processing:

DRAGON MARITIME SEE shall process personal data lawfully, fairly and transparently in relation to the Data Subject; data shall be limited in relation to the purpose of processing; data shall be adequate, relevant and limited to what is necessary; data shall be accurate and up to date, and the Client shall be entitled at any time to request rectification of inaccurate data; data shall be retained for the period necessary to achieve the purpose of processing; data shall be protected against unauthorised or unlawful processing and against loss, destruction or damage.

E. Lawful bases for processing personal data:

1) Processing based on consent

The data subject has consented to the processing of their personal data for one or more specified purposes. The data subject has the right to withdraw consent at any time. Withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. Following withdrawal, processing for the same purpose shall not continue merely because a contractual relationship with the Client exists; processing for another separate purpose may continue where it has an independent lawful basis of which the data subject has been informed.

2) Processing for the preparation, conclusion and performance of a contract

Personal data shall be processed on this basis where necessary to perform a contract concluded with the data subject or to take steps before entering into a contract at the data subject's request.

3) Processing based on law and other binding legislation

DRAGON MARITIME SEE processes personal data where processing is necessary to comply with a particular statutory obligation applicable to the Company, to the extent and within the periods specified by that legislation.

4) Legitimate interests

Where the need arises, the company DRAGON MARITIME SEE may rely on legitimate interests as the lawful basis for processing personal data in the following cases:

- Retention of data necessary for the establishment, exercise or defence of a legal claim, for the period necessary for the particular claim or proceedings, with a documented assessment of the need for continued retention;
- Processing personal data to detect fraudulent/unlawful activities of individuals, in order to protect DRAGON MARITIME SEE from potential losses and harm to its reputation;
- Data concerning criminal convictions, offences and security measures shall be processed only under the conditions set out in Article 19 of the Law;
- Data concerning employees' family members and assets shall be processed only where a lawful basis exists for the particular purpose, the data are necessary and proportionate and the data subjects have been duly informed;
- Other cases where processing is necessary for the purposes of the legitimate interests pursued by the controller or a third party, except where those interests are overridden by the interests or fundamental rights and freedoms of the data subject.

DRAGON MARITIME SEE currently processes personal data through CCTV surveillance on the basis of legitimate interests in protecting persons and property, namely preventing criminal and other unlawful acts. Should other legitimate interests arise, it shall inform the public and all interested persons in good time.

F. Recipients of personal data

DRAGON MARITIME SEE discloses data only to the extent necessary for a particular lawful purpose: to engaged carriers, warehouse operators, customs representatives and other participants in the Service; to IT and administrative support providers; to professional advisers, auditors and competent authorities; or to group companies and members of the Company where there is a particular lawful basis and a need for access. The recipient's capacity, confidentiality obligations, a processor agreement where required and the conditions for international transfers shall be governed by the Law. Membership of the group or the conclusion of a confidentiality agreement does not, in itself, provide a sufficient basis for every disclosure.

G. Transfers of data outside the Republic of Serbia

Personal data may be transferred from the Republic of Serbia to other countries or international organisations only in accordance with the rules laid down in the Law on Personal Data Protection, the internal rules of DRAGON MARITIME SEE and other legislation governing this area.

Where there is a justified purpose, DRAGON MARITIME SEE may share personal data with the DRAGON MARITIME group to which it belongs, which may involve transferring personal data to other countries that are members of the European Union and/or parties to the Council of Europe Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data and that provide an adequate level of protection of personal data. If DRAGON MARITIME SEE intends to transfer personal data to countries outside the above group, the transfer shall be carried out in accordance with the Law on Personal Data Protection, observing the prescribed personal data protection standards and informing the data subject in good time. Before a transfer, the conditions under Articles 63–65 and other applicable provisions of the Law, including the legal basis for the transfer, shall be checked, and the data subject shall be given the prescribed information about the country/recipient, the safeguards applied and how to obtain a copy of them. Membership of the group does not, in itself, constitute a basis for transfer.

H. Retention period for personal data

DRAGON MARITIME SEE retains the personal data it has collected for the period necessary to achieve a particular, specific purpose of processing or for as long as there is a basis for their use where the purpose is not a one-off purpose, after which the data shall be erased or rendered unidentifiable (anonymisation measures).

The particular retention period, or the criteria by which it can be determined, depends on the purposes for which personal data are processed and the type of basis for the processing. For example: for particular categories of data, the following apply: periods under the applicable legislation on business documentation; the time necessary for a particular legal claim, including the duration of proceedings;

or a predetermined purpose-related period where no statutory period is prescribed. The data subject may use the contact details in Point L to obtain information on the period applicable to their data.

- DRAGON MARITIME SEE shall process and retain personal data collected for the purpose of exercising rights and performing obligations arising from a particular contractual relationship throughout that relationship, after which the Company shall no longer process the data collected for that purpose. Once the purpose for which they were collected has been fulfilled, the data shall be erased, unless there is another basis for processing, such as law (e.g. an obligation to retain documentation for a certain period after the contract ends), the data subject's consent or legitimate interests;
- Personal data processed by DRAGON MARITIME SEE to fulfil its statutory obligations shall be processed and retained until expiry of the periods prescribed by the law establishing the particular obligation of the Company.
- Personal data processed solely on the basis of the Data Subject's consent shall be processed in accordance with the purpose for which they were collected until that purpose is fulfilled or the Data Subject withdraws consent;
- Where personal data are processed on the basis of legitimate interests, the data shall be collected and processed for as long as the particular legitimate interest exists, after which they shall be erased or anonymised.
- Where the Client supplies their data on their own initiative for a particular justified purpose, DRAGON MARITIME SEE shall process them where necessary and for a period appropriate to the purpose of processing those data. Examples include submitting a CV or other documents to the published addresses of DRAGON MARITIME SEE; and supplying other documents, information or data containing personal data to employees of DRAGON MARITIME SEE through electronic channels, orally through the DRAGON MARITIME SEE Contact Centre or by other means.
- The Company shall not further use data supplied on the sender's own initiative which are not necessary for a lawful purpose, and shall securely erase or return them without undue delay, unless their retention is required by law. Appropriate safeguards shall apply until then.

I. Rights of Data Subjects in relation to personal data processing

The Data Subject has the right of access to personal data processed by DRAGON MARITIME SEE. The Data Subject has the right to request rectification, updating or erasure of data and restriction of processing. The Data Subject has the right at any time to object to DRAGON MARITIME SEE's processing of personal data relating to them. These rights shall be exercised subject to the conditions and limitations laid down in the Law.

The data subject has the right to data portability under the conditions set out in Article 36 of the Law where processing is based on consent or a contract with that person and is carried out by automated means. Direct transmission to another controller shall be enabled where technically feasible, without adversely affecting the rights and freedoms of others. Exercise of this right shall not depend on the Company's unfettered discretion.

The Data Subject has the right to lodge a complaint with the competent authority (the Commissioner for Information of Public Importance and Personal Data Protection) concerning the processing of

personal data if they consider that their personal data are not processed in accordance with the Law on Personal Data Protection.

J. Automated data processing

In the course of the business relationship between DRAGON MARITIME SEE and the Data Subject, and for the purpose of exercising the rights and performing the obligations arising from that relationship, DRAGON MARITIME SEE may process clients' data wholly or partly by automated means, in order to provide services meeting the Data Subject's particular needs and to improve DRAGON MARITIME SEE's business relationship with clients. Automated processing does not, in itself, mean decision-making based solely on automated processing which produces legal or significant effects for a natural person. Where such decision-making is carried out, the Company shall first ensure a lawful basis, safeguards and the prescribed information for the data subject.

K. How are personal data protected?

Within its business organisation, DRAGON MARITIME seeks to apply the highest possible personal data protection standards and applies all necessary organisational, technical and personnel measures, including, without limitation:

- technical safeguards,
- control of physical access to the system in which Personal Data are stored,
- control of access to data,
- control of data transfers,
- control of data entry,
- control of data availability,
- other information security measures,
- all other measures necessary for the protection of personal data.

All processors and/or other recipients of personal data shall also apply all prescribed safeguards in accordance with the agreement signed with DRAGON MARITIME SEE and the standards and obligations prescribed by law.

L. Who can you contact for further information?

For any questions relating to the processing of personal data, you may contact us by e-mail at gdpr@dragonmaritime.rs or send an enquiry to DRAGON MARITIME SEE d.o.o. Beograd-Novi Beograd, with its registered office at ul. Vladimira Popovića 6, Beograd – Novi Beograd.

We shall respond to your enquiry as soon as possible, depending on its complexity, and in any event within 30 days of the Data Subject contacting us, subject to the possibility of extending that period in particular circumstances with reasons given, in accordance with the law.

XXI COMMUNICATION

Communication shall be in writing, including e-mail and other durable media. Oral operational instructions shall be confirmed in accordance with Section III; urgent action to protect goods may be taken in accordance with the law and the agreement.

Unless otherwise specified in a separate agreement, notices sent to the other party's last notified address or contact details shall be deemed received in accordance with the following rules:

1. for personal delivery – at the time of delivery at the notified address;
2. for e-mail – at 9.00 on the next business day following sending, unless the sender receives a delivery failure notification or earlier receipt has been confirmed;
3. for fax or SMS messages containing operational notices – upon confirmation of successful delivery; for termination or a request for security, e-mail or another agreed method of written delivery shall be used;
4. for courier delivery – as recorded in the proof of delivery;
5. for prepaid registered post – on the second business day after handover to the delivery service, subject to evidence of a different time of receipt or unsuccessful delivery; delivery may also be made to the other party's authorised recipient.

DRAGON MARITIME SEE shall choose one or more of the above methods of communication, except where a particular method has been agreed. These rules do not change the statutory requirements for issuing and delivering electronic invoices.

The contracting parties shall notify each other of any change in delivery details within four days of the change. Within the same period, the Client shall notify the Company of any change in its name, registered office or status and of other circumstances relevant to the performance of the Services and payment. The consequences of a failure to notify shall be borne by the party that failed to report the change.

The same rules shall apply to receipt of the Client's written communications addressed to DRAGON MARITIME SEE. A stamp or a separate acknowledgement of receipt shall not be the sole means of proving receipt.

DRAGON MARITIME SEE may accept the Client's instructions by e-mail or fax in accordance with applicable laws and regulations.

XXII DURATION AND TERMINATION OF THE AGREEMENT

A separate framework agreement shall remain in force for the period specified in it, including an indefinite period. An individual Service governed by a Confirmation shall end upon its performance or on another contractual or statutory ground. The framework agreement coming to an end shall not, in itself, extinguish accepted Confirmations or matured claims, unless they are brought to an end by a valid termination. Rights to suspend performance and terminate for default, credit limit or security-related reasons shall be exercised in accordance with the separate agreement, the Confirmation and the law.

The Client, as the instructing party, may withdraw from the freight forwarding contract in accordance with Article 828 of ZOO, subject to reimbursement of all costs incurred up to that point and payment of a proportionate part of the fee for work done up to that point. Withdrawal from other Services shall be governed by the agreed terms and applicable legislation. The contract coming to an end does not entitle a party to recover payment twice for the same work or cost.

Upon the agreement coming to an end, matured claims and the provisions of Sections VI, XVI, XVII, XIX, XX and XXIII shall survive to the extent that they continue to apply by their nature or by law. Data shall

be retained only for as long as a lawful basis exists, and goods and documentation shall be handled in accordance with the agreement and the law.

XXIII TRANSITIONAL AND FINAL PROVISIONS

The headings of individual articles and/or points of the General Terms and Conditions are included for ease of reference only and shall have no bearing on the interpretation of the provisions or the agreement.

The invalidity or nullity of individual provisions of the agreement concluded with the Client or of these General Terms and Conditions shall not affect the validity of the remaining provisions or the agreement as a whole or the General Terms and Conditions, provided that they can remain in force without those provisions and that the provisions in question were not a decisive motive or the sole purpose for concluding the agreement or adopting the General Terms and Conditions.

All matters not governed by the agreement, the accepted Confirmation and these General Terms and Conditions shall be governed by the Law on Obligations and other applicable legislation of the Republic of Serbia, excluding provisions on conflicts of laws with the laws of other countries.

No general terms and conditions of the Client shall apply to the business relationship between DRAGON MARITIME SEE and the Client, even if the Client has supplied them to DRAGON MARITIME SEE or referred to them in Work Instructions or another document and DRAGON MARITIME SEE has not expressly objected to their application. This shall not exclude terms of the Client expressly accepted in writing by DRAGON MARITIME SEE.

Any dispute which the contracting parties cannot resolve amicably shall be subject to the jurisdiction of the Commercial Court in Belgrade or another court in Belgrade having subject-matter jurisdiction. This shall not exclude jurisdiction arising under mandatory provisions of law or applicable international conventions.

These General Terms and Conditions were prepared by Advokatska kancelarija Sekulović, namely lawyers Vlatko Sekulović and Dušan Matković, both with offices at ul. Kneza Miloša br. 90a, 11000 Beograd. By accepting these General Terms and Conditions, DRAGON MARITIME SEE and the Client entrust those lawyers, pursuant to Article 102 of the Law on Obligations, with interpreting any disagreements concerning the meaning and scope of the provisions of the General Terms and Conditions and the contract for Services. Obtaining an interpretation is an option available to the contracting parties and is not a prerequisite for commencing court, enforcement or other proceedings or seeking an interim measure, and does not affect the running of statutory periods.

Any delay or failure to demand performance of a contractual obligation or exercise a right under these General Terms and Conditions, a Confirmation or an agreement shall not be deemed a waiver of performance of that obligation or exercise of that right.

DRAGON MARITIME SEE shall notify the Client of the application of the GTC before or upon conclusion of the contract for a particular Service, by supplying them or providing the direct website address at which they are available. The version of the GTC in force on the date of acceptance of a Confirmation shall apply to that Confirmation, unless otherwise expressly and validly agreed. The Company shall retain evidence of the version supplied or made available. By accepting the Confirmation, the Client accepts the application of the GTC which it knew or ought to have known of at that time.

These General Terms and Conditions shall be published on the Company's website https://www.dragonmaritime.net on _____ and shall enter into force and apply from the eighth day following publication, namely from _____.