

BIGXPRESS GLOBAL LOGISTICS LTD

TERMS AND CONDITION

CORPORATE AND SOCIAL RESPONSIBILITY POLICY

BIGXpress Global Logistics Ltd objective is to generate sustainable prosperity for our customers, employees and stakeholders through our business operations. BGLL is committed to conducting business responsibly at all times, which means respecting the safety and health of our employees, protecting the ecosystem, respecting the rights of our employees and the residents of the communities in which we operate, and contributing to the sustainable development of those communities.

BIGXPRESS GLOBAL LOGISTICS CSR POLICY

BIGXpress Global Logistics Ltd Social Responsibility Policy is rooted in our company values, aided by global standards and best practices, and driven by our aspiration for excellence in the overall performance of our business. Through the efforts of each of our employees, BGLL Ltd is resolute to take pride in being responsible, respected, and welcomed.

BIGXpress Global Logistics Ltd Compliance Committee is responsible for the execution of this policy and will make the necessary resources available to realize our corporate responsibilities. The responsibility for our performance on this policy rest with all our employees at BGLL.

This Policy shall be understood, implemented and maintained at all levels of the organization as well as being reviewed periodically for its continuing suitability and effectiveness.

USINESS ETHICS POLICY

AIM AND SCOPE

The intent of this document is to create awareness amongst all employees of the organization about the significance of business ethics and the Company's commitment to ensuring the same. Compliance with this document is mandatory, and exceptions are not permitted.

WHAT IS ETHICS?

Wikipedia defines "Business Ethics" as "the field of ethics that examines moral controversies relating to the social responsibilities of business practices, in any economic system." It looks at various business activities and asks, "Is this ethically right or wrong?" As a company and organization, this is what concerns us the most.

WHY ETHICS?

It is essential that we understand how we, as individuals and as employees of this company, should act towards one another, our customers, our clients and anyone we deal with during the course of our professional day.

In essence, ethics is all about what kind of people we are and what values guide us in our daily activities, and how these values guide us in the way we make decisions as we conduct the business of the company. A company, once damaged by scandal, improper conduct or even the appearance of it, will never regain its reputation. This will affect the entire organization, regardless of who was responsible.

COMMITMENT AND RESPONSIBILITY

BIGXpress Global Logistics Ltd is committed to ensuring that all its activities are conducted under all applicable legal and regulatory requirements and the highest standards of ethical business conduct.

It is the responsibility of all BGLL to ensure that none of BGLL businesses engages in practices which violate legal or regulatory requirements or which fall below these standards. Any BGLL employee engaging in business practices which violate legal or regulatory obligations or fall below the standards of ethical business conduct may be subject to disciplinary action, which may lead to dismissal and/or personal, criminal or civil liability.

It is the responsibility of each BGLL employee to ensure that they report an infringement or suspected infringement, legal or regulatory, to their direct manager or a member of the Compliance Committee following Company Policy on this subject.

BUSINESS ETHICS

This brief document outlines what the company regards as appropriate or inappropriate in our day-to-day dealings: what we consider to be our Company Ethics.

Our Business Ethics represents the way in which we interact and deal with all types of clients, customers, agents and network members from all around the world. With such a variety of relations being formed involving different cultures and ways of doing business, our Company Code of Ethics, with values and principles which are robust and have endured the test of time, will eliminate uncertainty and assist in making the right and ethical decision.

The corporate conduct of BGLL is based on acting responsibly, honestly and with integrity at all times, and BGLL employees are required to work in the best interests of the Company. The Company's interests may be jeopardized

in the event of any conflicts of interest involving its employees, mainly if any such dispute gives rise to any issues of bribery and corruption.

BIGXpress Global Logistics policies are supported by further guidance notes and the application of common sense, logic and the basic standards of behaviour expected in the local and international ecosystem in which the Company participates. These should assist in guiding each employee in determining the correct course of action when dealing with ethical standards in the performance of their daily working lives.

Our Business Ethics Policy provides employees with the fundamental principles required to govern the behaviour of all Bigxpress Global Logistics Ltd employees in the performance of their duties. A guiding principle should be that neither BGLL overall integrity nor its local reputation would be damaged if details of the business practice or transaction were publicly disclosed.

While it is impractical to try to cover every potential circumstance, the following descriptions of the standards are intended to assist employees. Failure of employees to observe the terms of the Ethics Code or any of the supporting BGLL policies and guidance notes may constitute a serious disciplinary offence and involve the termination of their employment.

If any employee believes that the standards of the Code and related policies are not being correctly adhered to, they should raise these concerns immediately. For this purpose, BGLL has instituted measures ensuring that any Employee who brings forth such a concern can do so without fear of either being punished or any retaliatory action being taken.

Below is a list of Codes related to issues which we as a company face on a day-to-day basis. This list is not limited to the below items and should not be construed as such.

A simple rule of thumb: If something does not appear right or causes one to think twice or more about it, then it is probably better to seek advice first.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

In conducting day-to-day business activities, all employees are to follow and observe the local laws, rules and regulations of the country they operate in. This is mandatory for all Bigxpress Global Logistics Ltd employees.

ACCURATE RECORDS

Bigxpress Global Logistics Ltd mandates that all Company Records at all locations be reliable and maintained by QMS requirements which are derived from recognized and standard business practices globally. In addition to records being accurate, business records and documents are retained or destroyed only according to the guidelines of the Company's Control of Records Procedure. To ensure proper checks and balances, each BGLL office

has a dedicated Finance Manager to ensure that accounting records are accurate, and receipts and expenditures are itemized and backed by supporting documentation and paperwork. Apart from regular periodic internal audits, external audits are also conducted yearly to ensure best practices are being adhered to.

CONFLICTS OF INTEREST

A situation that creates, appears to create, or might create a conflict of interest between personal interests and the interests of the company must be avoided at all costs. To ensure compliance with Company Regulations, employees must declare any information which would impede their ability to follow this regulation in their day-to-day activity or operation. Business activities are to be carried out impartially and fairly, and no concessions are to be given in exchange of any personal gains. This also applies to receiving gifts, presents, etc., which can have the effect of providing preferential treatment to the donor.

GIFTS

Gifts of any kind which will or can influence, compromise or obligate the receiver (company employee) shall not be accepted, irrespective of the reason or cultural reason behind it.

CONFIDENTIAL INFORMATION

Company information (be it e-mails, letters, manuals, agreements, contracts, etc.) is just that: It is the information of the Company and not to be shared with anyone outside the Company or even within the Company if there is no business reason for it. Similarly, any information obtained from a customer is not to be disclosed or shared outside of the Company, and even only with those within the Company to whom it pertains.

In short, no Employee is permitted to disclose any Company trade secrets (commercial or otherwise), nor any confidential or personal information that they have been given access to for them to carry out their duties properly. This obligation may also extend to a fixed period after an employee leaves the Company as well.

COMPANY RESOURCES

The resources provided by the Company are there to assist employees in performing their day-to-day responsibilities efficiently and productively. While the Company ensures that all needed resources, be it equipment or otherwise, are provided to aid the employee in effectively carrying out Company business, the employee is responsible for ensuring that these resources are used for work and work-only purposes. Under no circumstances

are these resources to be shared with anyone outside the Company or to be used for private purposes. Similarly, employees are responsible for taking appropriate measures to protect these resources.

PERSONAL CONDUCT

Every employee of the Company, irrespective of their position, represents the organization to the outside world. The way they present themselves is the way our Company is perceived. Therefore, the highest professional standards and etiquettes must be followed at all times, irrespective of any situation or conflict. This applies to interaction within the company also.

DISCRIMINATION

Discrimination, be it stated, implied or otherwise, of any sort and not limited to race or gender is NOT condoned or allowed in any form or fashion. BIGXpress Global Logistics Ltd is committed to offering equal opportunities to all people without discrimination irrespective to race, sex, nationality, ethnic or national origin, language, age (except minors), marital status, sexual orientation, religion or disability. BGLL is equally committed ensuring a safe working environment for its employees free of any harassment. Any employee found violating this policy will face disciplinary actions, which may also lead to dismissal from the Company.

ANTI-BRIBERY AND CORRUPTION

It is our policy to comply with all applicable anti-bribery laws and all applicable laws of countries where BIGXpress Global Logistics Ltd operates, and to reflect all transactions on BGLL books and records accurately. It is also policy to require agents, consultants and business partners who work on behalf of BGLL to comply with these same laws and practices.

BIGXPRESS GLOBAL LOGISTICS LTD PROHIBITION

Offering, giving, solicitation or the acceptance of any bribe, whether cash or other inducement, to or from any person or company, wherever they are situated and whether they are a public official or body or private person or company, by any individual employee, agent or other person or body acting on the Bigxpress Global Logistics Ltd behalf, in order to gain any commercial, contractual or regulatory advantage for BGLL in a way which is unethical or in order to gain any personal advantage, pecuniary or otherwise, for the individual or anyone connected with the individual, is strictly prohibited.

It is strictly prohibited for employees to:

- Provide direct or indirect donation of cash or anything of value to a Government Official to obtain an unfair business advantage or to obtain or retain business.
- Authorize or provide travel benefits, gifts, entertainment, or political contributions for the benefit of a Government Official.

- Make any facilitating payments.
- Make any incomplete, false or inaccurate entries on BGLL books and records.

This policy is not meant to prohibit the following practices providing they are customary in a particular market, are proportionate, and are correctly recorded:

- Traditional and appropriate hospitality.
- Giving of a ceremonial gift on a particular time (example: New Year's Day and so on)
- The Company does not prohibit direct or indirect contributions to charities, but advises caution to be exercised to ensure charities are not being used as for political purposes or for channelling improper payments to public officials or third parties for unethical purposes.
- The offering of the company's promotional material such as company profile, presentation, route maps, examples of road studies/surveys, etc. to assist the person or body to make the decision more efficiently. These items hold no commercial value and are for the sole purpose of educating the customer.

Decisions as to what is acceptable may not always be easy. An employee may contact the QMS or Legal Department at any time for advice on whether a potential act could constitute bribery.

ANTITRUST AND COMPETITION LAW POLICY

BIGXpress Global Logistics Ltd strongly believes in fair competition and compliance with antitrust laws locally and globally. As antitrust and competition rules are not identical in every country, employees must consult the Legal Department whenever these laws might regulate their business activities. Failure to comply with these laws could lead to criminal and civil penalties, significant business disruptions and harm to BGLL reputation.

CLARIFICATION

Antitrust and competition laws generally prohibit certain activities, such as:

- Reaching an understanding or agreement with a competitor to restrain trade, for example, by fixing prices, allocating customers or coordinating bidding activities.
- Reaching an understanding or agreement with other companies that requires BGLL not to do business with another company; for example, a contract with significant transportation companies not to do business with a discounting company.

- Abusing market-share position by engaging in price-cutting to harm competitors.

EXPORT, IMPORT AND TRADE COMPLIANCE POLICY

BIGXpress Global Ltd policy is to comply with all applicable export, import and trade compliance laws in all countries in which BGLL does business.

Clarification: Trade Control Policies Generally:

- Follow all applicable trade control laws and regulations of all countries in which BGLL conducts business.
- Follow BGLL trade compliance policies and standards, and engage Trade Compliance Management within the Quality Management System Department.
- The Quality and Compliance Audit manager or any member of the Compliance Committee must assess and submit any trade compliance-related disclosures to the President & CEO, for further disclosure to any government entity located in the countries in which BGLL does business.

EXPORT CONTROL LAWS

- Comply with all applicable export control laws of countries in which BIGXpress Global Logistics Ltd does business.
- Consult the BGLL Legal Department about export control laws in specific countries.

IMPORTATION, COUNTRY OF ORIGIN AND MARKING LAWS

- Follow all applicable local country customs and import laws and regulations, including those requiring accurate documentation, country of origin markings, classification of goods, and proper valuation declarations, including those of non-cash value (such as tooling and components).
- Seek the advice and guidance of your local assigned import manager, branch manager or BGLL General Manager of Customs and Transit Department in the Head Office when participating in any special duty reduction programs, such as those under free trade agreements, bonded warehouses, temporary importations under bond, bonded books, duty drawback, etc.

ANTI-BOYCOTT LAWS

BIGXpress Global Logistics Ltd policy dictates that Company is not to cooperate with any restrictive trade practice or boycott applicable local laws prohibiting such practice.

BIGXPRESS GLOBAL LOGISTICS LTD PROHIBITS

- Transferring any export-controlled items, technology or services without the required export authorization.
- Providing inaccurate, incomplete or unsubstantiated invoice or import documentation, including those related to product description, classification, valuation, country of origin or quantity.
- Not reporting amendments to customs declarations for pricing adjustments, indirect payments, or credits received.

OTHER PROHIBITION ITEMS

List of prohibited articles – Part IV

Class 1: Explosives

Class 1 comprises:

- explosive substances (a substance which is not itself an explosive but which can form an explosive atmosphere of gas, vapour or dust is not included in Class 1), except those that are too dangerous to transport or those where the predominant hazard is appropriate to another class;
- explosive articles, except devices containing explosive substances in such quantity or of such a character that their inadvertent or accidental ignition or initiation, during transport, will not cause any effect external to the device either by projection, fire, smoke, heat or loud noise; and
- articles and substances not mentioned under (a) and (b) above which are manufactured with a view to producing a practical, explosive or pyrotechnic effect.

Class 2: Gases

A gas is a substance which:

- at 50°C (122°F) has a vapour pressure greater than 300 kPa (3.0 bar, 43.5 lb/in²); or
- is completely gaseous at 20°C (68°F) at a standard pressure of 101.3 kPa (1.01 bar, 14.7 lb/in²).

Division 2.1 Flammable gas

Gases which at 20°C (68°F) and a standard pressure of 101.3 kPa (1.01 bar, 14.7 lb/in²):

- are ignitable when in a mixture of 13% or less by volume with air; or
- have a flammable range with air of at least 12 percentage points regardless of the lower flammable limit. Flammability must be determined by tests or by calculation in accordance with methods adopted by ISO (see ISO Standard 10156:1990). Where insufficient data are available to use these

methods, tests by a comparable method recognized by the appropriate national authority must be used.

Division 2.2 Non-flammable, non-toxic gas

Gases which are transported at a pressure not less than 280 kPa at 20°C, or as refrigerated liquids, and which:

- (a) are asphyxiant – gases which dilute or replace the oxygen normally in the atmosphere; or
- (b) are oxidizing – gases which may, generally by providing oxygen, cause or contribute to the combustion of other material more than air does; or
- (c) do not come under the other divisions.

Division 2.3 Toxic gas

Gases which:

- (a) are known to be so toxic or corrosive to humans as to pose a hazard to health; or
- (b) are presumed to be toxic or corrosive to humans because they have an LC50 value equal to or less than 5000 mL/m³ (ppm) when tested in accordance with the criteria for Inhalation Toxicity.

Class 3: Flammable liquids

This class has no subdivisions. It comprises liquids or mixtures of liquids or liquids containing solids in solution or in suspension (for example paints, varnishes, lacquers, etc., but not including substances otherwise classified on account of their dangerous characteristics) which give off a flammable vapour at temperatures of not more than 60.5°C (141°F) closed-cup test or not more than 65.6°C (150°F) open-cup test normally referred to as the flash point.

Liquids described above with a flash point exceeding 35°C (95°F) need not be considered as flammable liquids for the purposes of these Regulations, if:

- (a) they do not sustain combustion when subjected to the method of testing for combustibility of Class 3 substances; or
- (b) their fire point according to ISO 2592 is greater than 100°C (212°F); or
- (c) they are miscible solutions with a water content of more than 90% by weight.

Liquids offered for transport at temperatures at or above their flash point are considered as flammable liquids.

Substances that are transported or offered for transport at elevated temperatures in a liquid state and which give off a flammable vapour at a temperature at or below the maximum transport temperature (i.e. the

maximum temperature likely to be encountered by the substance in transport) are also considered to be flammable liquids.

DETECTION AND NONCOMPLIANCE REPORTING

Adherence to BIGXpress Global Logistics Ltd Compliance policies and values is the responsibility of everyone acting on behalf of BGLL. Therefore, all employees/suppliers are responsible for timely reporting on possible violations of BGLL policies. It is imperative to detect and report problems while in the initial stages, as it will help to avoid severe damage, fines, penalties and loss of confidence in BGLL.

REPORTING A SUSPECTED VIOLATION OF THESE POLICIES

Every employee in BIGXpress Global Logistics Ltd must know that BGLL has a strict policy prohibiting retaliation against anyone reporting noncompliance or cooperating in a company investigation. The importance of raising a suspected violation of law or BGLL policy cannot be stressed enough, as such violations present risks to employees, customers and the Company.

There are two ways to report a possible violation of law or BGLL policies: Orally or in written form to:

- Direct Management. Employees may contact their immediate supervisor or manager, if needed, at info@bigxpressgloballogistics.org
- QMS and CSM Department: Employee may raise a nonconformity report by sending a complaint to info@bigxpressgloballogistics.org or address noncompliance verbally to the Quality & Compliance Audit Manager or the Head of Corporate, Sales & Marketing Department.

ANONYMITY

If an employee is not comfortable in reporting suspected noncompliance to his/her manager or feels his/her manager has not satisfactorily addressed noncompliance, the employee can approach the Quality and Compliance Audit manager and request anonymity (unless anonymous reporting is prohibited by the law of the country BGLL in which is performing business).

INVESTIGATION AND CORRECTIVE ACTIONS

After a report is submitted to the QMS Department, the appropriate manager starts the investigation process, using internal and external (if needed) sources with appropriate expertise in the noncompliance field. The information from the report is shared with appropriate investigation compliance team members (Legal department manager, Chief Financial Officer, etc.), and the concern is investigated promptly and discreetly. In the end, the employee is notified of the investigation and corrective actions performed.

RETALIATION

BIGXpress Global Logistics Ltd prohibits retaliation against anyone who raises a noncompliance concern or cooperates in a company investigation. Complaints made in good faith will not expose an employee to any sanctions, regardless of whether the underlying facts prove to be correct, incorrect, or result in any corrective action. If an employee feels they have faced retaliation of any kind, they are encouraged to approach either the QMS department or any Senior Management who is competent to investigate this immediately.

HEALTH, SAFETY & ENVIRONMENT

BIGXpress Global Logistics Ltd is committed to conducting its business in compliance with all applicable environmental and workplace health and safety laws and regulations. It is the responsibility of the Company to ensure, as far as is reasonably practical, a safe work environment which avoids impacting and causing injury to the environment and to the communities in which BGLL operates.

HONESTY

All dealings involving the company are to be made in proper accordance with the rules of the company and the applicable laws. The following can be contacted if an employee is presented with a dilemma of any sort and requires clarification, guidance or assistance:

- Immediate Manager or Supervisor
- HR Manager
- Head Of Department
- Any member of the Compliance Committee

HUMAN RESOURCES

BIGXpress Global Logistics Ltd guided by the aim of delivering a competitive and fair employment ecosystem and of providing equal opportunity for employees to develop and advance, subject to personal performance and business objectives.

Throughout its operations, BGLL will support human rights as set down by the UN Declaration and its applicable local and International Labour Organization conventions. Recruitment procedures prohibit the employment of under-age staff.

EQUAL EMPLOYMENT OPPORTUNITY

BIGXpress Global Logistics Ltd is committed to offering equal opportunities to all people without discrimination as to race, sex, nationality, ethnic or

national origin, language, age (except minors), marital status, sexual orientation, religion or disability. The Company does not tolerate harassment in the workplace in any form and remunerates fairly for skills and performance, taking into account competitors and local market conditions.

All personnel are expected to comply with the policy and any breach will lead to disciplinary action, which could include dismissal.

RECRUITMENT AND DEVELOPMENT

BIGXpress Global Logistics Ltd aims to appoint and retain the most qualified applicants for the job. All appointments should be based on individual performance and job-based criteria. It is BGLL policy to encourage employees to develop and manage their own careers. This is facilitated by providing appropriate job training, and where applicable, aiming to fill vacancies with existing staff where employees are suitably qualified and experienced.

REMUNERATION

BIGXpress Global Logistics Ltd aims to attract, motivate and retain high calibre staff by rewarding them with a competitive salary and benefits packages which are linked both to individual and business performance as well as the external employment market.

COMMUNICATION

BIGXpress Global Logistics Ltd policy is to communicate with employees to ensure understanding of the business and the impact business decisions have on employees, and to obtain feedback and ideas from employees to improve the operation of the Company.

REDUNDANCY

BIGXpress Global Logistics Ltd approach to business restructuring is characterized by detailed planning, the involvement of those affected as appropriate and, where job losses are unavoidable, seeking alternative opportunities to minimize the personal impact as far as possible. Individual companies take care to ensure that their redundancy policies comply with all local legal requirements.

SCOPE

The policy statement applies to every business within BIGXpress Global Logistics Ltd

RESPONSIBILITIES

The Human Resource Manager is the sponsor of BIGXpress Global Logistics Human Resource Policies. Each Human Resource Specialist reports to him/her on specific human resource issues and monitors the implementation of the policies. Each Division is responsible for the development of local policies and procedures in order to ensure that the objectives of this policy are fulfilled.

TRADING TERMS AND CONDITIONS

PART I. GENERAL PROVISIONS

1. APPLICABILITY

1. These terms apply to all Freight Forwarding Services undertaken (in whatever name) by BIGXpress Global Logistics residing at Suite 103, Copper House 1st Floor, 4 Algiers Street, Wuse Zone 5, Abuja, FCT, Nigeria and any of its subsidiaries.

2. DEFINITIONS

2.1 Freight Forwarding Services means services of any kind and whether physical, advisory or otherwise relating to the carriage, consolidation, storage, handling, packing or distribution of Goods as well as all ancillary and advisory services in connection therewith, including but not limited to selecting any performing third parties or the route and method of work, customs and fiscal matters, declaring Goods for official purposes, procuring insurance and collecting or procuring payment or documents relating to Goods.

2.2 BGLL means Bigxpress Global Logistics Ltd

2.3 Customer means any person having rights or obligations under a contract of or for Freight Forwarding Services concluded with BGLL or as a result of any work in connection with such services or any person have some proprietary or possessory interest in Goods relating to any such contract.

2.4 Goods means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by BGLL.

2.5 SDR means a Special Drawing Right as defined by the International Monetary Fund.

2.6. in writing includes email and any message or recording by electronic means.

2.7. Valuables means bullion, coins, money, negotiable instruments, precious stones, jewellery, antiques, pictures, works of art and similar properties.

2.8. Dangerous Goods means Goods which are officially classified as hazardous as well as Goods which are or may become of a dangerous, inflammable, radioactive noxious or damaging nature.

3. ACTIONS IN TORT ETC

3. These terms apply to all claims against BGLL whether the claim is founded in contract, bailment, tort or otherwise.

4. LIABILITY OF EMPLOYEES AND OTHER PERSONS

4. These terms apply whenever any claim (whether founded in contract, bailment or tort) is made against an employee, agent, sub-agent, contractor, sub-contractor or other person engaged in the performance of the Freight Forwarding Services and the aggregate liability of BGLL and such servants, agents or other persons shall not exceed the limit applicable to the service concerned under these terms.

5. INSURANCE

5. No cargo or other insurance will be effected by BGLL except upon express instructions given in writing by the Customer. All insurances effected are subject to the usual exceptions and conditions of the policies of the insurers underwriting the risk. Unless otherwise agreed in writing BGLL shall in any event be under no obligation to effect a separate insurance on each consignment, but may declare it on any open or general policy held by BGLL.

6. AGENT FOR THE CUSTOMER OR PRINCIPAL CONTRACTOR

6.1 Where the whole or any part of the Freight Forwarding Services is performed or is to be performed by third parties (such as, but not limited to, carriers, warehousemen, stevedores, port authorities, and other freight forwarders and technical and advisory consultants) BGLL contracts with the Customer solely as its agent to arrange that whole or part of the Freight Forwarding Services unless BGLL issues to the Customer its own transport, storage or other document evidencing assumption by it of the role of the contrary role of principal contractor in that respect.

6.2 Otherwise BGLL contracts with the Customer as a principal contractor.

7. METHOD OF WORK ETC

7. BIGXpress Global Logistics Ltd has full liberty, whether contracting as principal contractor or otherwise, to choose and/or substitute the means, route, parties, terms and procedure (including without limitation the handling, stowage below or above deck, storage and transportation of the Goods) to be employed in all matters concerning the performance of the Freight Forwarding Services and to sub-contract or delegate, as the case may be, the whole or any part of the Freight Forwarding Services on any terms.

8. RETENTION OF COMMISSIONS ETC

8. BIGXpress Global Logistics Ltd is authorized and is entitled to retain and be paid all payments customarily paid to, or retained by, BGLL.

9. NO SET-OFF

9. All monies due to BIGXpress Global Logistics Ltd shall be paid without any abatement, reduction, deferment, set-off or counterclaim.

10. HINDRANCES ETC

10.1 If at any time BIGXpress Global Logistics Ltd performance of the Freight Forwarding Services (whether as principal contractor or otherwise) is, or is likely to be, affected by any hindrance or risk of any kind (including the condition of the Goods) not arising from any fault or neglect of BGLL and which cannot be avoided by the exercise of reasonable endeavours, BGLL may abandon the carriage or other relevant freight forwarding services in respect of the Goods and, where reasonably possible, make the Goods or any part of them available to the Customer at a place which BGLL may deem safe and convenient; whereupon delivery shall be deemed to have been made and the responsibility of BGLL in respect of such Goods shall cease.

10.2 In any event, BIGXpress Global Logistics Ltd shall be entitled to the agreed remuneration under the contract and the Customer shall bear and pay any additional costs resulting from the above-mentioned circumstances.

11. LIEN

11.1 BIGXpress Global Logistics Ltd has a lien on all goods and documents in its possession, control or custody for all amounts due by the Customer to BGLL on any account. Any storage or other charges shall continue to accrue on any goods which are detained under lien.

11.2 On giving at least 14 days (or in the case of perishable goods such shorter period as is reasonably practical in all the circumstances) notice in writing to the Customer BGLL has liberty to sell or otherwise dispose of all goods or documents on which it has a lien as agent for, and at the expense of, the Customer and to apply the proceeds in or towards the payment of any sums due from the Customer.

12. FAILURE TO TAKE TIMELY DELIVERY

12. If the Customer neglects to take delivery of the Goods at the appointed time and place, BGLL has liberty to store the Goods at the Customer's sole risk and expense.

13. FREIGHT COLLECT AND DELIVERY INSTRUCTIONS ETC

13.1 Any instructions in regard to the delivery or release of goods or documents are accepted by BIGXpress Global Logistics Ltd as agent only for the Customer where BGLL engages third parties to fulfill such instructions notwithstanding that BGLL may otherwise act in the transaction as principal contractor in whole or part.

13.2 The Customer shall in any event remain responsible for any freight, dues, duties, charges or other such expenses notwithstanding acceptance by BGLL (which acceptance must in any case be in writing) of instructions from the Customer to collect such sums from the consignee or any other person.

14. BRIBERY AND CORRUPTION

14. BIGXpress Global Logistics Ltd and the Customer shall each comply at all times with all applicable anti-corruption legislation and have procedures in place that are, to the best of its knowledge and belief, designed to prevent the commission of any offence under such legislation by any member of its organisation or by any person providing services for it or on its behalf; and make and keep books, records, and accounts which in reasonable detail accurately and fairly reflect all transactions undertaken.

PART II. BIGXPRESS GLOBAL LOGISTICS LTD OBLIGATIONS

15. WHEN ACTING OTHER THAN AS A PRINCIPAL

15. BIGXpress Global Logistics Ltd responsibility is limited to the exercise to of due diligence in selecting and instructing any third parties used in connection with the Freight Forwarding Services.

16. WHEN ACTING AS A PRINCIPAL

16. BIGXpress Global Logistics Ltd shall, subject to the other terms herein, be responsible for the acts and omissions of third parties it has engaged for the performance of the Freight Forwarding Services in the same manner as if such acts and omissions were its own but its rights, duties and liabilities shall be subject to the provisions of any mandatory law, including any mandatory convention carriage regime, applicable to the mode of transport or service concerned.

17. GENERAL EXCLUSION OF LIABILITY FOR VALUABLES, DANGEROUS GOODS, AND LOSS OF PROFIT ETC

BIGXpress Global Logistics Ltd shall not in any event and in any circumstances and whether acting as principal contractor or otherwise be liable for;

17.1. Loss of or in connection with Valuables or Dangerous Goods unless declared to BGLL at the time of the conclusion of the contract,

17.2 Loss of profit and loss of market of whatever class of remoteness and whether or not direct or indirect loss.

17.3 Any loss of whatever type of an indirect or consequential nature.

18. MONETARY LIMITS OF LIABILITY

18.1 BIGXpress Global Logistics Ltd shall not in any event and in any circumstances and whether acting as principal contractor or otherwise be liable for;

18.1.1 Any loss arising out of any claim for loss or damage to the Goods in an amount exceeding the equivalent of 2 SDR per kilogram of the gross weight of that whole or part of the Goods actually lost or damaged.

18.1.2 Any loss arising out any claim for delay to the Goods in an amount exceeding the remuneration of the "BGLL relating to the service in respect of that whole or part of the Goods actually subject to delay.

18.1.3 Any loss in respect of any other claim howsoever or whatsoever arising in an amount exceeding 500 Naira per kilogram of the gross weight of that whole or part of the Goods actually the subject of the claim.

19. NOTICE OF CLAIMS

19. Any claim by the Customer against BIGXpress Global Logistics Ltd arising in respect of any Freight Forwarding Services shall be made in writing and notified to BGLL within 14 days of the date upon which the Customer became or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not made and notified as aforesaid shall be deemed to be waived and absolutely barred and extinguished except where the Customer can show that it was impossible for it to comply with this time limit and that it has made the claim as soon as it was reasonably possible for it to do so.

PART III. THE CUSTOMER'S OBLIGATIONS

20. INFORMATION AND INSTRUCTIONS ETC

20. The Customer warrants the accuracy, at the time the Goods were taken in charge by BIGXpress Global Logistics Ltd of all particulars relating to the general nature of the Goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the Goods, as furnished by or on behalf of the Customer.

21. GENERAL DUTY OF INDEMNIFICATION

21.1 Except to the extent that Bigxpress Global Logistics Ltd is liable according to these terms, the Customer shall indemnify BGLL for all liability incurred in the performance of the Freight Forwarding Services including liabilities incurred by the Freight Forwarder, in case of unforeseen circumstances, where it acts in the best interest of the Customer.

21.2 The Customer shall indemnify BIGXpress Global Logistics Ltd in respect of any claims of a General Average nature which may be made on it and shall provide such security as may be required by BGLL in this connection.

PART IV. APPLICABLE LAW AND DISPUTES

22. NIGERIA LAWS

22. These terms and any business conducted thereunder shall be governed by and construed in accordance with the laws of Nigeria and all disputes arising under or in connection with the same shall be referred to arbitration in Nigeria conducted in accordance with laws and procedures applicable at the date of the commencement of the arbitration proceedings:

22.1 Where the amount claimed by the Claimants is less than N100,000.00, excluding interest, (or such other sum as the parties may agree and subject to paragraph (ii) below), the reference shall be to a tribunal of three arbitrators and the arbitration shall be conducted in accordance with the Nigeria laws Intermediate Claims Procedure;

22.2 Where the amount claimed by the Claimants is less than N50,000.00, excluding interest (or such other sum as the parties may agree) the reference shall be to a sole arbitrator and the arbitration shall be conducted in accordance with the Nigeria Small Claims Procedure.

22.3 In any case where the Nigeria Law procedures referred to above do not apply, the reference shall be to three arbitrators in accordance with the Nigeria laws Terms current at the date of commencement of the arbitration proceedings.

PART V. ARBITRATION TIME BAR

23. BIGXpress Global Logistics Ltd shall in any event be discharged of all and any liability unless arbitration is commenced by the Customer within 9 months after the event or occurrence giving rise to the claim.

PART VI. FORCE-MAJEURE

24. The Parties shall be released from liability for full or partial failure to fulfil their obligations hereunder, and for the delayed fulfilment of obligations under this Contract, if such failure resulted from the acts of God (hereinafter referred to as the "Force Majeure").

25. The force majeure include: wars, social disorders, strikes, natural disasters including the storms, earthquakes, volcanic explosion, gales, mudslides, floods, poor traffic- climatic conditions, widespread communicable diseases and viruses, ports, railways, airports and airlines closure, border closure, adoption of the legislative and normative legal acts by the national regulatory and administrative authorities of the countries to provide the respective cargo transportation which impede the fulfillment of the Contractual obligations by

the Parties, delayed fulfillment of obligations by the contractors, if such delay was caused due to the circumstances above.

PART VII. SANCTIONS DISCLAIMER

26.1. The Parties acknowledge that in the event if BIGXpress Global Logistics Ltd perform Services related to or involving regions affected by military actions or international sanctions, including but not limited to Russia, Belarus and Ukraine (“Affected Services”), insurance coverage is unavailable for such Services. In consideration of the above the Customer shall waive, release and discharge BGLL its directors, officers, employees, agents and affiliates from any and all liabilities and claims (including but not limited to insurance company subrogation claims) arising out of any loss or damage to goods or delay or failure of performance of any services in connection herewith.

26.2. The Customer warrants that there are no sanctions or restrictions imposed by any National Government or International Organization against the Customer and against Cargo. The Customer warrants that Cargo is not dual-use goods and not subject to any export, import or transit restrictions as stipulated by any national or international regulations. The Customer shall be liable for any direct and indirect damages incurred by Bigxpress Global Logistics Ltd and shall indemnify BIGXpress Global Logistics Ltd against any claims and litigations (including those of the third parties) caused by violation hereof by the Customer.

26.3. The Customer undertakes to reimburse all costs related to sending the cargo back in case of transportation not being carried out and cargo not delivered for any reason beyond BGLL control under the circumstances hereabove.

HR Policies

BIGXpress Global Logistics Ltd; aims to create a pleasant and productive working environment for its employees, where mutual trust, respect and open communication is a key priority. The basis of our Human Resources policy is; to offer its employees learning and development opportunities that will increase their performance, to be fair and equitable in all HR practices. Putting the right person in the right job. Evaluating its employees in accordance to the job objective criteria's, appreciating them on time and offering them alternative career plans. Establishing creative teams with high motivation, efficiency, work discipline and aiming to achieve maximum customer satisfaction.

While doing such; To create an employee group that embraces all the values BIGXpress Global Logistics, which has a corporate culture that is sensitive towards people, the environment, society and business stakeholders. It tries to implement Human Resources practices in which integrated systems are

used. The HR team closely follows the most recent and relevant practices Globally and in Turkey, within all human resources processes, from recruitment to performance management system, from career planning to training, remuneration and termination. It aims to implement innovative and exemplary HR practices in the logistics sector.

Main Elements of Our HR Policy

- * Mutual trust and respect
- * Open Communication
- * Fair and equitable approach in all applications
- * Supporting the development of employees
- * Offering alternative career plans to its employees
- * Creating a pleasant, efficient and innovative company culture
- * Creating teams with high business discipline, who have internalized the company's goals and policies
- * Being sensitive to the society and business stakeholders and being an example