

SGP Container Terminals Customer Onboarding Terms and Conditions

General

1. In these Terms and Conditions, the following terms shall have the following meanings unless the context requires otherwise:

“Customer” shall mean the entity opening a customer account with SGP via submission of the Customer information via the Application.

“Claim” means any loss, damage, cost, expense and/or liability incurred due to any circumstances, including but not limited to the following:

- (a) any loss, destruction or damage of any property (including but not limited to the property of the person suffering such loss, damage, cost or expense);
- (b) any damage to the environment;
- (c) the death or injury of any person;
- (d) any economic or consequential loss or loss of profits suffered by any person and any demand or legal proceedings made or instituted in respect of such loss, damage, cost or expense (including but not limited to solicitor and client costs); and/or
- (e) compliance and/or non-compliance with Applicable Laws and/or obligations.

and shall include but is not limited to any claims in respect of any of the above matters.

“General Conditions” shall mean the General Conditions for Services and Facilities published by SGP from time to time; and

“SGP/SGP Container Terminals” shall mean Sustainable Gulf Port Limited a single shareholder limited liability Company incorporated under the laws of the Kingdom of Saudi Arabia, holder of Unified National Number 7043110118, with its address at 6850 King Abdulaziz Rd – King Abdul Aziz Seaport Dist, Unit number: 66, Dammam 32211-2621 Saudi Arabia. (For the purposes of this clause, the term “SGP” shall replace and supersede any definition or interpretation of “SGP” provided in the General Conditions. Any reference to “SGP” herein shall be construed in accordance with the meaning assigned under this clause, notwithstanding any contrary provision in the General Conditions).

“SGP Shareholder” Shall mean Saudi Global Ports Company, joint stock company, incorporated under the laws of the Kingdom of Saudi Arabia, holder of commercial Unified National Number 7001689749, with its address at 6850 King Abdulaziz Rd – King Abdul Aziz Seaport Dist, Unit number: 66, Dammam 32211-2621 Saudi Arabia

“SGP Group Companies” shall mean SGP Shareholder and its subsidiaries including SGP, and **“SGP Group Company”** means any one of them.

2. Unless the Customer has entered into a separate written agreement with any SGP Group Company governing the specific services or facilities requested, this clause shall apply by default. These terms below (the General Conditions(s)) shall govern all services and facilities requested by the Customer from any SGP Group Company and shall be deemed incorporated into, and accepted by, the Customer upon submission of the relevant application. SGP reserves the right to update these terms and conditions from time to time to reflect changes in market practice or internal policy. The Customer is advised to consult the latest version available on SGP's official website periodically, as SGP is under no obligation to provide prior notice of such updates.:
- for services and/or facilities provided by Sustainable Gulf Port Limited Company, SGP General Terms and Conditions;
 - for services and/or facilities provided by Dry Ports Services Company Limited, SGP Riyadh General Conditions; and
 - for services and/or facilities provided by Modern Ports Services, Multipurpose Terminals General Conditions
 - for services and/or facilities provided by ECTG, Jubail Container Terminal, ECTG General Conditions

the latest versions/editions of which (the General Conditions) have been made available to the Customer, and which are also available via the following:

- (a) for Container terminals access shall be made via the following link:
<https://www.saudiglobalports.com.sa/PDFS/SGP%20General%20Conditions.pdf>
- (b) for multipurpose terminals ("MPT"), access shall be made via the following link:
<https://www.saudiglobalports.com.sa/PDFS/SGP%20Multipurpose%20Terminals%20General%20Conditions%20PDF.pdf>
- (c) for Riyadh Dry port Ecosystem, access shall be made via the following link:
<https://www.saudiglobalports.com.sa/PDFS/SGP%20Intermodal%20General%20Conditions.pdf>
- (d) for Jubail Container Terminal (ECTG), access shall be made via the following link:
[https://www.saudiglobalports.com.sa/PDFS/SGP%20\(JCT\)%20Eastern%20Container%20Terminal%20Gateway%20General%20Conditions.pdf](https://www.saudiglobalports.com.sa/PDFS/SGP%20(JCT)%20Eastern%20Container%20Terminal%20Gateway%20General%20Conditions.pdf)

3. Each service or facility requested by the Customer from any entity within the SGP Group Companies shall be deemed a separate and standalone contractual engagement governed exclusively by the applicable terms and conditions of the respective entity. Under no circumstance shall the liability of one SGP Group Company be construed as joint, several, or shared with any other entity within the Group. The Customer acknowledges and agrees that each of SGP Group Companies operates as distinct legal entities, and any obligation, claim, or liability arising from services rendered by one entity shall not extend to or implicate the others. This segregation of liability shall apply irrespective of any operational, administrative, or commercial coordination among the entities.

4. Any application or registration submitted via the submission of the Application or by any other mode required or accepted by SGP shall constitute the "Application" referred to herein and in the General Conditions. The Customer warrants that all information provided by the Customer in the Application is true accurate and complete.
5. The expressions used in these Terms and Conditions shall have the same meaning as ascribed to them in the said General Conditions.
6. **Applicable Law, Amicable Settlement and Dispute Resolution:**
 - A- **Applicable law:**

Without regard to conflict of law provisions, these terms and conditions shall be governed by and construed in accordance with the laws of Saudi Arabia.
 - B- **Amicable Settlement:**

Any dispute, controversy or claim arising from or connected with these terms and conditions, including one regarding the existence, validity, breach or termination of these terms and conditions or the consequences of its nullity or relating to any non-contractual or other dispute arising from or connected with this Agreement (each, a "Dispute"), shall be referred in writing to the other Party in an endeavor to settle the Dispute amicably. If the Dispute cannot be settled between the Parties within thirty (30) days of it being referred in writing to either Party, it shall be resolved by clause 6 (C) ("Dispute Resolution").
 - C- **Dispute resolution:**
 - i- In case of the disputed amount is lower than two million Saudi Riyals:

This Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and subject to the exclusive jurisdiction of the courts located in Dammam, Kingdom of Saudi Arabia.
 - ii- In case of the disputed amount is equal or higher than two million Saudi Riyals:

Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof, shall be settled by arbitration administered by the Saudi Centre for Commercial Arbitration (SCCA) in accordance with its Arbitration Rules (the "Rules"). The Parties of this Agreement may agree on one arbitrator, but in the event that they cannot so agree, the Appointment shall be in accordance with the Rules. The seat and venue of the arbitration shall be Riyadh, Saudi Arabia. Notwithstanding anything to the contrary, the provisions of clause 50(2) of the Arbitration Law will apply to this Agreement. The language of the arbitration shall be English. The cost of the arbitration shall be borne by each party equally.
7. Any communication or notice shall be served on the Customer by leaving the same at the Customer's registered office or such other address in the Kingdom of Saudi Arabia as shall have been notified to SGP in writing or sent by facsimile transmission or by electronic mail or by telex to the facsimile number or electronic mail number of the Customer as shall have been notified to SGP in writing and shall be in all respects operative and effective if served thereat.

8. All rights and remedies of SGP shall be cumulative and no exercise of any such rights and remedies shall restrict or prejudice the exercise of any other right or remedy hereunder or otherwise available to SGP under the law.
9. No waiver of any breach of any of the terms and conditions herein shall constitute a waiver of any prior concurrent or subsequent breach of the same or any other provision contained herein.
10. Any change of or addition to these Terms and Conditions shall be binding upon the Customer upon notification by SGP.

Payment

11. SGP reserves the right in its discretion to bill the Customer on rendering or continuing to render any Services/Facilities to the Customer.
12. An administrative charge as reasonably determined by SGP may be incurred by the Customer under one or more of any of the following circumstances:
 - a. a delay in payment by the Customer beyond the credit terms.
 - b. invalid cheque(s).
 - c. any change or reversal of charge or invoice due to the Customer's actions or request.
 - d. any customization of the invoice, payment advice or such similar document at the Customer's request; and/or.
 - e. any other Customer request beyond the reasonable scope of the billing services contemplated under these Terms and Conditions.
13. The Customer shall pay all bills rendered by SGP in accordance with the terms as agreed separately between SGP and the Customer, or if not contemplated otherwise, within 15 days from the date of the bill.
14. For hardcopy bills, the Customer shall identify and accompany payments with copies of the original bill stubs, payment advice or such similar documents. For electronic bills, the Customer shall identify and accompany payments with payment details on bill date, bill number and bill amount. If the payments are not so identified, SGP reserves the right to offset such unidentified payments against the Customer's earliest bills without reference to the Customer.

Enquiries

15. The Customer shall direct any enquiries on any bill to sgpc-billingteam@globalpsa.com, and not later than 14 days from the date of the bill, failing which the bill shall be deemed to be correct
16. Notwithstanding any enquiries on the bill the Customer shall nevertheless settle payment as set out in clauses 10 to 13 ("**Payment Clauses**").
17. If any enquiries are settled in favour of the Customer, SGP's liability to the Customer is limited only to the refund of payments made to SGP pursuant to the Application and SGP shall not be obliged to pay to the Customer any interest charge whatsoever on all such payments.

Liquidated Damage

18. SGP may impose liquidated damage amounting to 0.003% daily (or such other rate as may be notified to the Customer) on all invoices due and payable, but which remain unpaid, without prejudice to the Customer's obligation to settle all bills as provided in the Payment Clauses.

Security

19. If requested by SGP, the Customer shall furnish to SGP cash deposits/advance payments and/or "payable on demand" securities issued by banks or financial/insurance companies acceptable to SGP, for such amounts and in such number of instruments as specified by SGP and in the forms as prescribed by SGP.
20. If SGP decides at any time hereafter that the security furnished pursuant to clause 18 is inadequate, the Customer shall on demand, furnish additional securities to SGP and/or make immediate payment of the deficit sum to SGP.

Customer Obligations

21. If the Customer fails to observe or perform any of its obligations under any contract between SGP and the Customer (including, but not limited to any failure by the Customer to make payment to SGP in accordance with the Payment Clauses and/or any failure by the Customer to comply with any health, safety or security rule or any other requirement imposed by SGP at any time), SGP shall be entitled to take all necessary steps to mitigate its risks and losses (including, but not limited to such steps to suspend its provision of all or any of the Services/Facilities supported by the account to the Customer and/or to suspend or close the account and/or to invoke any or all securities provided by the Customer or any other person in respect of the account).
22. The Customer shall inform SGP at least one week in advance of any change in the Customer's particulars (e.g. change in company's/business' name, address, the principal the Customer is acting for or agent appointed by Customer) via email at SGPC-Commercial@globalpsa.com.

Personal Data:

23. The Customer shall ensure that it complies with all applicable data protection applicable laws. The Customer shall not do anything and not omit to do anything that will cause SGP to be in breach of any provision or requirement of any applicable data protection laws, whether now or in the future.
24. The Customer shall at the request of SGP, promptly do such things or execute such documents, as determined by SGP, in order to facilitate SGP's compliance with any applicable data protection laws, as well as any policies, compliance manual(s), guidelines and/or checklists (including but not limited to those dealing with governing usage of SGP information technology systems, or copyright compliance) issued by

25. SGP from time to time which the Customer agrees shall be binding and which the Customer shall comply with. In particular, the Customer acknowledges and agrees to comply with the below:

25.1 Customer as Controller

If Customer determines the purpose and means of processing Personal Data under this Agreement, Customer shall be deemed to be an independent Controller and shall:

- a) Ensure a lawful basis for processing such Personal Data;
- b) Implement all necessary organizational, administrative, and technical measures to protect Personal Data, including during transfers outside KSA;
- c) Comply with controls, standards, and rules issued by the National Cybersecurity Authority or recognized best practices; and
- d) Notify SGP promptly upon becoming aware of any Personal Data Breach.

25.2 Customer as Processor

Where Customer processes Personal Data on behalf of SGP, the Parties acknowledge that SGP is the Controller and Customer is the Processor. Customer shall:

- a) Process Personal Data only as instructed by SGP and in accordance with this Agreement;
- b) Notify SGP promptly if required by law to process data beyond instructions or in case of instruction violations;
- c) Implement the technical and organizational measures described above;
- d) Assist SGP with Data Protection Impact Assessments and regulatory consultations;
- e) Facilitate Data Subjects' rights requests in accordance with SGP's instructions;
- f) Notify SGP within 12 hours of any Personal Data Breach and cooperate fully;
- g) Identify and notify SGP of any subcontractors or third parties to whom data will be disclosed;
- h) Obtain prior written consent from SGP before engaging any sub-processors;
- i) Ensure contractual obligations with sub-processors provide equivalent data protection and remain liable for their acts;
- j) Ensure employees and representatives are bound by confidentiality obligations;
- k) Not transfer Personal Data outside KSA without SGP's prior written consent;
- l) Allow SGP, its auditors, or regulators to verify compliance;
- m) Upon termination, cease processing and return or delete Personal Data as instructed by SGP;
- n) Not require Data Subject consent for mandatory legal disclosures but notify SGP;
- o) Be deemed Controller and directly accountable if Customer violates SGP's instructions or this Agreement regarding Personal Data.
- p) Customer shall indemnify, defend, and hold harmless SGP against all costs, claims, damages, or expenses arising from Customer's breach of these obligations or applicable Data Protection Laws.

25.3 If the Customer or any of the Customer or Parties becomes aware of, or suspects, any unlawful or unauthorized access, collection, use, disclosure, copying, modification, disposal or processing of the SGP Personal Data, or any loss of storage medium or device on which the SGP Personal Data is stored in circumstances where the unauthorized access, collection, use, disclosure, copying, modification or disposal of the personal data is likely to occur (collectively “Data Breaches”), the Customer undertakes to promptly notify SGP of the nature and the scope of the Data Breach and in any event, such notice must be given to SGP within twelve (12) hours of the occurrence or discovering of the actual, potential or suspected Data Breaches. The Customer shall render reasonable assistance to SGP, at no charge to SGP, in respect of (i) any containment or remedy actions, data breach notification, investigation, prosecution, or subsequent regulatory proceedings, and/or (ii) any civil claim arising from the same incident or series of incidents of Data Breaches.

26. Notwithstanding the other provisions of these Terms and Conditions, SGP shall be entitled in its sole discretion to reject any Application at any time, and the Customer shall not be entitled to any remedy including but not limited to any Claim against SGP in connection with such rejection of any Application.