

# Electronic Data Sharing Agreement (EDSA)

## e-Bill of Lading and/or API Service: Client Mandate

I, the undersigned, acting as the duly representative of the Client:

Company Name	
Legal Status	
Official Registration No.	
Full office address	
Country	

do hereby make, constitute, appoint and authorize:

### **FCL ANALYTICS GmbH, Westerheide 56, 28844 Weyhe, Germany**

to access / receive our data electronically by either PDF or through API services in accordance with the Services Agreement in place between [CARRIER] and the third party designated above and as may be amended from time to time. This Client Mandate and sharing of data by [CARRIER] to FCL ANALYTICS GmbH is subject to the following cumulative conditions:

[CARRIER] and FCL ANALYTICS GmbH have an active and valid contract regarding API Services, provided API Services are utilized. For e-Bill of Ladings in PDF format no separate agreement is needed. FCL ANALYTICS GmbH and the [CLIENT] have an active and valid contract regarding the conditions and the scope of the data sharing.

I, the undersigned, hereby confirm that I accept the following:

1. I acknowledge that, by virtue of this Client Mandate, [CARRIER] is entitled to transfer either e-Bill of Lading documents in PDF format or API Data (all available client data) to FCL ANALYTICS GmbH
2. I hereby authorize [CARRIER] to share the list of the companies as instructed by the Client below including but not limited to: name, address, and all the related corporate information [CARRIER] may have to identify the parent company and/or the business partners associated to such parent companies.
3. This Client's Mandate shall be governed by and construed in accordance with German law and any dispute shall be submitted to the exclusive jurisdiction of the commercial Court of Verden, Germany.
4. I agree to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by our manuscript signature.
5. The undersigned represents and warrants that he or she is executing this Client's Mandate with full authority to do so on behalf of [CLIENT] and shall fully hold [CARRIER] harmless, if such representation and warranty is not accurate.
6. This Client's Mandate is valid for two (2) years and shall be tacitly renewed unless terminated in writing by Client. In case of contract termination between FCL ANALYTICS GmbH and [CLIENT], FCL ANALYTICS GmbH and [CLIENT] shall immediately notify [CARRIER] at the following address: [E-MAIL ADDRESS]  
Upon receipt of such termination notice, data flow will be interrupted accordingly.

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[CARRIER] MAPPING METHOD:

In order to facilitate [CARRIER] data and client's mapping, you may select between 3 options which will allow [CARRIER] to correctly map the entities (affiliates) on behalf you sign such Client's Mandate. Please select the adequate option:

Global: A global enrichment means that [CARRIER] will share the data to FCL ANALYTICS GmbH for all the entities active in [CARRIER] client's database within the last 12 months. This list of entities will be communicated to FCL ANALYTICS GmbH and to the Client.

Regional: a regional enrichment means that [CARRIER] will share the data to FCL ANALYTICS GmbH for all the entities located in the country list as further provided by the Client. Such list shall be amended from time to time by the Client.

Local: a local enrichment means that you will have to provide us with the list of entities (Name & address) for all the entities for which you would like [CARRIER] to share data.

Place & Date	
Representative's Name	
Representative's E-Mail	
Representative's Country	
Representative's Function	

Signature

  

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