

Secretariat or directly, of planned or proposed rates, charges, rules, terms, conditions, proposals and other actions, including any pertinent basis or circumstance, in order to permit research, discussion and/or evaluation of such actions in light of the Agreement's guidelines and objectives and to provide relevant feedback and comments from other Parties.

(d) One or more Parties to the Agreement, directly or through the Agreement Secretariat, may, through any means of communication including meetings (including meetings of TSA or its committees), correspondence, telephone, or other electronic means, meet, discuss, exchange views, evaluate, and collect, present, and exchange information, data, reports, statistics, and other information with research organizations, economic consultants, and industry analysts, governmental agencies in the United States and other countries, and other similar third parties, relating to issues affecting international trade and transportation, including any matter set forth in this Article 5.1, and including any Agreement voluntary service contract guidelines or other policies, practices, or agreements reached or proposed with respect to any such matter. The Parties may also perform their own research individually, through one or more committees, or through the secretariat or third parties they may retain for that purpose, with respect to the matters set forth in this Article 5.1, and may publish and exchange such research, data and statistics with third parties, the media, or in other public forums.

One or more Parties to the Agreement, directly or through the Agreement Secretariat, may (but are not required), through any means of communication including meetings (including meetings of TSA or its committees), correspondence,

telephone, or other electronic means, meet, discuss, exchange views, evaluate, and collect, present, and exchange information, data, reports, statistics, and other information with shippers in the Trade relating to issues affecting international trade and transportation, including any matter set forth in this Article 5.1, and including any Agreement voluntary service contract guidelines or other policies, practices, or agreements reached or proposed with respect to any such matter. Provided, however, that no agreements shall be reached with shippers pursuant to this paragraph.

5.2 Nothing in this Agreement may be construed as obligating any Party to adhere, other than voluntarily, to any uniform or differential rates, charges, service items, rules, practices, guidelines, policies or other actions taken hereunder (except to the extent that the Parties may agree from time to time to incur a common expense or contractual obligation to third parties or vendors, the costs of which shall be shared among the Parties as provided herein), or as limiting a Party's right independently to continue to make changes in its tariffs, service contracts, rules and practices. This Agreement does not authorize any common tariffs. The Parties will, to the extent required by law or as determined by each of them, publish and file their own separate tariffs and service contracts, and/or will participate in the separate tariffs and service contracts of conferences and other authorities effective in the Trade, provided that the Parties, or some of them, may establish coordinated or common processes for monitoring under Agreement guidelines and effecting

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APPENDIX A

PARTIES TO AGREEMENT

American President Lines, Ltd. and  
APL Co. PTE Ltd. (Operating as a Single Carrier)  
1111 Broadway  
Oakland, CA 94607

COSCO Container Lines Company Limited ("COSCO")  
6, Dong Chang An Street  
Beijing, China

~~COSCO Container Lines (Hong Kong) Co., Limited ("COSCO HK")  
6-8/F CHT Tower Terminal  
8 East Container Port Road South  
Kwai Chung  
NT  
Hong Kong~~

*NOTE: Effective with the start of the day in Shanghai, China, on the date advised in writing by COSCO to the other parties and the FMC, which date shall be no later than June 30, 2007, (a) COSCO withdraws as a party, and (b) COSCO HK becomes a party to this Agreement and assumes the rights and obligations of COSCO hereunder.*

~~Evergreen Marine Corp. (Taiwan) Ltd.  
Evergreen Line Joint Service Agreement, FMC No. 011982 ("ELJSA")  
Evergreen Building No. 163, Sec. 1, Hsin-Nan Road  
330 Minsheng East Road Luchu Hsian, Taoyuan Hsien, 338, Taiwan  
Taipei, Taiwan 104  
Republic of China~~

Hanjin Shipping Co., Ltd.  
25-11, Yoido-dong, Youngdeungpo-ku  
Seoul, Korea

Hapag-Lloyd A.G.  
Ballindamm 25  
20095 Hamburg, Germany