

c) The Shareholder Parties are authorized to discuss and agree upon the terms and conditions under which Non-Shareholder Parties and Other Users shall be permitted to use the Portal, including any fees for such use. The fees, if any, charged to Non-Shareholder Parties and Other Users may be the same as or different than the fees charged to Shareholder Parties for use of the Portal.

d) The Shareholder Parties are authorized to discuss and agree upon the terms and conditions under which cargo interests shall be permitted to access and use the Portal (including any fees for such access or use). It is understood that the terms and conditions under which cargo interests may access and use the Portal, and the Portal itself, shall seek to protect the confidentiality of all customer and Party and Other User information that is commercially sensitive or confidential by law including, but not limited to, the rates, terms and conditions under which ocean transportation services are provided. Further, nothing in this Agreement authorizes Intrta, Inc. to engage or assist in freight negotiations between any Party and any of that Party's customers.

e) The Shareholder Parties are authorized to establish Intrta, Inc. as a separate legal entity to carry out the development, operation, modification and operation of the Portal, and are authorized to discuss and agree on all aspects of the structure, authority and operation of Intrta, Inc. including, but not limited to, the capitalization, ownership, initial and subsequent stock subscriptions, staffing and facilities of Intrta, Inc. The Shareholder Parties agree that Intrta shall issue Class A voting common stock and Class B non-voting common stock. ~~In connection therewith,~~ The Shareholder Parties are authorized to cause Intrta, Inc. to contract or establish other lawful arrangements with third parties such as equipment vendors, software developers, providers of

telecommunications or other electronic services, banking organizations, insurance companies, and cargo interests.

f) The Shareholder Parties may cause Intrra, Inc. to issue and sell shares to other persons; provided, however, that if Intrra, Inc. sells shares to an entity that is not an ocean common carrier such entity shall be a passive investor only and shall not be entitled to appoint a director of Intrra, Inc. or to participate in the management of Intrra, Inc. (i.e., shall receive shares of Class B common stock). Subject to Article 6(b), 6(c) or 6(d) hereof (as the case may be), Shareholder Parties are permitted to transfer their Class A shares in Intrra, Inc.; provided, however, that if the transferee of such shares is not an ocean common carrier, such shares shall automatically convert into shares of Class B common stock.

g) Each of the Shareholder and Non-Shareholder Parties is authorized to discuss and agree with Intrra, Inc. on the terms and conditions under which that Party may use the Portal.

h) Nothing in this Agreement authorizes any of the Parties (whether Shareholder or Non-Shareholder) to discuss or agree upon the terms and conditions under which any Party provides ocean transportation services to its customers.

Article 6: Relationship Among the Shareholder Parties

a) Each Original Shareholder Party and its permitted transferees (see Article 6(b)) of shares of Class A common stock of Intrra, Inc. (each such Original Shareholder Party and its permitted transferees an "Original Shareholder Party Group") shall have the right to appoint one (1) director to the Board of Directors of Intrra, Inc., except that an Original Shareholder Party Group shall lose its right to appoint a director if:

(i) the aggregate number of shares of Class A the common stock of Intra, Inc. owned by that Original Shareholder Party Group is less than ~~either~~ 5% of the aggregate number of shares of common stock of Intra, Inc. then outstanding and the Original Shareholder Party of the Original Shareholder Party Group (together with any other member of such Original Shareholder Party Group that is a controlled person<sup>1</sup> and that has acquired shares of Class A common stock of Intra, Inc. from the Original Shareholder Party) holds less than 100% of the aggregate number of shares of Class A common stock originally issued to the Original Shareholder Party Group; (ii) ~~or 50%~~ of the aggregate number of shares of Class A common stock of Intra, Inc. held by the Original Shareholder Party of issued to such Original Shareholder Party Group (together with any other member of such Original Shareholder Party Group that is a controlled person and that has acquired shares of Class A common stock in Intra, Inc. from the Original Shareholder Party) is less than both (A) 50% of the aggregate number of shares of common stock originally issued to such Original Shareholder Party Group and (B) 10% of the aggregate number of shares of common stock then outstanding; or (iii) the Original Shareholder Party of any Original Shareholder Party Group fails for any reason to purchase any additional shares of Class A common stock in Intra, Inc. that it may have previously agreed to acquire. In the event an Original Shareholder Party Group no longer has the right to

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<sup>1</sup> For purposes of this Agreement, the term "controlled person" means: (i) an entity in which the Shareholder Party owns or controls, directly or indirectly, at least 75% of the total voting power of shares of stock or other equity interests entitled to vote in the election of directors, managers or trustees; or (ii) an entity that is a controlled person of an entity of which the Shareholder Party is also a controlled person.

appoint a director, it shall promptly cause its appointed director to resign. The Original Shareholder Party Groups shall agree on the initial Chairman of the Board, who shall serve for a period of one year, after which time the Board shall elect a new Chairman.

For purposes of this Agreement, "Original Shareholder Party" means A.P. Moller-Maersk Sealand, P&O Nedlloyd Limited, Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft KG, Mediterranean Shipping Company, S.A., CMA CGM and Hapag-Lloyd Container Linie GmbH.

b) No Shareholder Party shall have the right to sell or otherwise transfer its shares in Intrta, Inc. for the first twelve (12) months after the effective date of this Agreement, except to a controlled person or to another member of such Shareholder Party's § shareholder ¶ group. Notwithstanding anything in this Agreement to the contrary, no Shareholder Party shall be entitled to acquire at any time more than fifty percent (50%) of the shares of Class A common stock in Intrta, Inc.

c) In the event any Shareholder Party is deprived or divested of title to or interest in shares in Intrta, Inc. involuntarily through sale, transfer, encumbrance or other disposition, including without limitation levy of execution, foreclosure, bankruptcy, reorganization, insolvency or abandoned property or escheat law, it shall give notice of such event to the other Shareholder Parties and to Intrta, Inc. The other Shareholder Parties shall then have the opportunity to purchase such shares in proportion to their holdings in Intrta, Inc. at the time, subject to the limitation on ownership set forth in Article 6(b) hereof. If any shares remain unpurchased by the other Shareholder Parties, such shares may be purchased by Intrta, Inc.

d) In the event any Shareholder Party wishes to sell or transfer any of its shares to an unrelated ocean common carrier third party, or if there is a change in the control of any Shareholder Party, the Shareholder Party wishing to sell or transfer its shares or undergoing the change of control shall give notice to the other Shareholder Parties and to Intrta, Inc. before the transfer becomes effective. The other Shareholder

Parties shall then have the opportunity to purchase such shares in proportion to their holdings in Intra, Inc. at the time, subject to the limitation on ownership set forth in Article 6(b) hereof. If any shares remain unpurchased by the other Shareholder Parties, such shares may be purchased by Intra, Inc. For purposes of this provision, an acquisition of more than 50% of P&O Nedlloyd by either of its shareholders shall not be considered a change in control.

e) The Shareholder Parties are authorized to discuss and agree upon the terms and procedures for giving notice and exercising the options contemplated in Articles 6(c) and 6(d) hereof.

f) Nothing in this Agreement shall preclude or prohibit any Shareholder Party from participating in any other e-commerce initiative.

g) The Shareholder Parties are authorized to designate certain major decisions relating to the structure and operation of Intra, Inc. (referred to as "Reserved Matters") to be subject to an affirmative vote of at least either (i)  $\frac{66}{100}$  of the then outstanding shares of Class A common stock of Intra, Inc.; or (ii) in the event there are four or more Original Shareholder Party Groups entitled to elect a director as described in Article 6(a), all of such Original Shareholder Party Groups less one of such Original Shareholder Party Groups. Where the Board of Directors seeks to appoint as Chief Executive Officer of Intra, Inc. an individual who: (i) is or has been employed by an Original Shareholder Party or one of its affiliates within the previous two (2) years; (ii) owns 5% or more of the shares of stock or other equity interests of any Original Shareholder Party or any of its affiliates; or (iii) otherwise has a material financial interest in the operations of any Original Shareholder Party or any of its affiliates, such

appointment shall require the prior approval of all Original Shareholder Party Groups then entitled to designate a director as described in Article 6(a), less one of such Original Shareholder Party Groups. Notwithstanding the foregoing, amendments to this Agreement shall require the unanimous consent of all Original Shareholder Party Groups, and voting on all other decisions hereunder shall be conducted in accordance with Delaware General Corporation Law.

h) Any ocean common carrier that owns shares in Intra, Inc. shall be a Shareholder Party to this Agreement for the entire period during which it owns such shares. In the event a Shareholder Party becomes a Non-Shareholder Party, or ceases

or claim (an "Arbitrable Dispute") may elect by written notice (the "Arbitration Notice") to the other Shareholder Party(s) to such Arbitrable Dispute to have the Arbitrable Dispute subjected to arbitration as provided in this Article 10 (the "Arbitration"). This Article 10 provides the exclusive method of resolving disputes, controversies or claims referred to above. ~~Notwithstanding any provision of this Agreement to the contrary, nothing in this Article 10 or in any other provision of this Agreement shall preclude any party to such Arbitrable Dispute from commencing and maintaining a proceeding prior to the completion of the Arbitration if necessary to prevent the expiration of any statute of limitations; provided, that the commencing party shall endeavor to have such proceeding stayed pending the completion of the Arbitration.~~ The Arbitration shall be held in New York, New York under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect and shall be in the English language.

The arbitration panel shall consist of three (3) arbitrators appointed in accordance with the Commercial Arbitration Rules of the AAA. A stenographic record of the arbitration proceedings shall be made and in the event a successor arbitrator must be appointed he or she may rely on such record and no rehearing shall be required.

The facts and circumstances of the Arbitrable Dispute and all other relevant matters shall be presented through the submission of written briefs and other information to the arbitration panel within sixty (60) days after the effective date of the Arbitration Notice. Any party to the Arbitrable Dispute shall be entitled to one or

APPENDIX A: PARTIES TO THE AGREEMENT

A. SHAREHOLDER PARTIES

A.P. MOLLER-MAERSK SEALAND, a joint service of Dampskibsselskabet af 1912, Aktieselskab and Aktieselskabet Dampskibsselskabet Svendborg operated pursuant to FMC Agreement No. 207-007622  
50, Esplanaden  
DK-1098 Copenhagen, Denmark

P&O Nedlloyd Limited  
One Meadowlands Plaza, 12<sup>th</sup> Floor  
East Rutherford, NJ 07073

Hamburg Südamerikanische Dampfschiffahrts-Gesellschaft KG  
Ost-West-Strasse 59  
Hamburg, Germany

Mediterranean Shipping Company, S.A.  
40 Av. Eugene Pittard  
1206 Geneva, Switzerland

CMA CGM  
4, quai d'Arenc  
13125 Marseilles, France

Hapag-Lloyd Container Linie GmbH  
Ballindamm 25  
20095 Hamburg, Germany

B. NON-SHAREHOLDER PARTIES

None at present.