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COMMON OCEAN CARRIER PLATFORM AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 011733

EFFECTIVE
DEC 22 2000
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

Expiration Date: None

Date of Last Republication: None

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APPENDIX A

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ARTICLE 1: Agreement Name

This name of this agreement is the Common Ocean Carrier Platform Agreement (hereinafter, the "Agreement").

ARTICLE 2: Purpose of Agreement

The purpose of this Agreement is to authorize the Shareholder Parties to establish and operate a common ocean carrier platform that will serve as a Portal (as defined in Article 5(a) hereof) through which they, other ocean common carrier parties hereto (the Non-Shareholder Parties) and other providers of transportation services ("Other Users") will interact with and provide services to their respective customers and which will improve the efficiency of said interaction and services.

ARTICLE 3: Parties to Agreement

There shall be two types of parties to this Agreement, which are referred to herein as "Shareholder Parties" and "Non-Shareholder Parties" (and jointly as "Parties"). The Shareholder Parties are those ocean common carriers that have an ownership interest in the entity established hereunder to operate the Portal (said entity is hereinafter referred to as "Inttra, Inc."). Shareholder Parties will also use the Portal. The Non-Shareholder Parties are those ocean common carriers that use the Portal but which have no ownership interest in Inttra, Inc. The Shareholder Parties and the Non-Shareholder Parties are each listed in Appendix A hereto.

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ARTICLE 4: Geographic Scope of the Agreement

The geographic scope of this Agreement shall extend between all United States ports and points and all foreign ports and points (the "Trade"), although it is understood that the portal established and operated pursuant hereto may be used in trades other than those involving the United States.

ARTICLE 5: Overview of Agreement Authority

a) The Shareholder Parties are authorized to discuss and agree upon all aspects of the development, utilization, operation, modification, maintenance and repair and marketing of an electronic system designed to facilitate a common set of transactions between customers and ocean common carriers and to make it easier for customers to obtain ocean transportation services (said electronic system is hereinafter referred to as the "Portal").

(b) Subject to Article 5(c) hereof, the Shareholder Parties agree that the Portal shall be available to all ocean common carriers and Other Users on an equal and non-discriminatory basis and shall, among other things, be capable of performing the following functions: schedule requests, booking requests, booking confirmation and activity plans, equipment dispatch, shipping instructions, bill of lading verification, tracking and tracing of shipments, proactive event notification and provision of reports and statistics. In connection therewith, the Portal may contain a function which permits shippers to assemble requests for contract proposals ("tenders") by downloading and/or uploading data regarding their past performance with some or all of the Parties, to disseminate those tenders to the Party or Parties chosen by the shipper, and enables the Party or Parties chosen by the shipper to

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respond to those tenders. The Parties are authorized to establish limitations on the use of this tender function including, but not limited to, limiting its use to shippers with a minimum volume of cargo and limiting the number of times shippers may submit tenders in a single trade during a specified period of time. Cargo ownership shall not be a limitation on use of the tender function. Any tender function shall preserve the confidentiality of individual service contract information and shall in no way limit or restrict the ability of any Party to negotiate individual service contracts through other means. Furthermore, shippers may disseminate tenders to ocean common carriers who are not parties to this Agreement via the Portal and, consistent with the limitations and requirements adopted by the Shareholder Parties with regard to use of the Portal, such ocean common carriers may respond thereto. Subject to the foregoing, the Portal shall not contain individual rate or service contract information, but shall instead provide an individual hyperlink for each of the Parties and Other Users to a website where this information may be obtained for that Party or Other User.

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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 Inttra, 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 Inttra, 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 Inttra, Inc. including, but not limited to, the capitalization, ownership, initial and subsequent stock subscriptions, staffing and facilities of Inttra, Inc. The Shareholder Parties agree that Inttra shall issue Class A voting common stock and Class B non-voting common stock. The Shareholder Parties are authorized to cause Inttra, Inc. to contract or establish other lawful arrangements with third parties such as equipment vendors, software developers, providers of

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

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f) The Shareholder Parties may cause Inttra, 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 Inttra, Inc. or to participate in the management of Inttra, 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 Inttra, 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 Inttra, 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 Inttra, 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 Inttra, 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 common stock of Inttra, Inc. owned by that Original Shareholder Party Group is less than 5% of the aggregate number of shares of common stock of Inttra, 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[1] and that has acquired shares of Class A common stock of Inttra, 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) the aggregate number of shares of Class A common stock of Inttra, Inc. held by the Original Shareholder Party of 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 Inttra, 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 Inttra, Inc. that it may have previously agreed to acquire. In the event an Original Shareholder Party Group no longer has the right to

[1] 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 Dampfschifffahrts-Gesellschaft KG, Mediterranean Shipping Company, S.A., CMA CGM and Hapag-Lloyd Container Linie GmbH.

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b) No Shareholder Party shall have the right to sell or otherwise transfer its shares in Inttra, 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 Inttra, Inc.

c) In the event any Shareholder Party is deprived or divested of title to or interest in shares in Inttra, 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 Inttra, Inc. The other Shareholder Parties shall then have the opportunity to purchase such shares in proportion to their holdings in Inttra, 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 Inttra, 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 Inttra, 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 Inttra, 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 Inttra, 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 Inttra, Inc. (referred to as "Reserved Matters") to be subject to an affirmative vote of at least either (i) 66 2/3 of the then outstanding shares of Class A common stock of Inttra, 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 Inttra, 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 Inttra, 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

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to be either a Shareholder Party or Non-Shareholder Party, an appropriate amendment to this Agreement shall be filed promptly with the Federal Maritime Commission.

ARTICLE 7: Relationship with Non-Shareholder Parties and Other Users

a) The relationship between the Shareholder Parties (acting through Inttra, Inc.) and each of the Non-Shareholder Parties and Other Users shall be governed by the terms of a user agreement between Inttra, Inc. and the Non-Shareholder Party or Other User pursuant to which the Non-Shareholder Party or Other User utilizes the Portal.

b) Except as provided in Article 7(e) hereof, any ocean common carrier that signs a user agreement with Inttra, Inc. shall automatically become a Non-Shareholder Party to this Agreement and an amendment to this Agreement adding that carrier as a Non-Shareholder Party hereto shall be filed with the Federal Maritime Commission.

c) Nothing in this Agreement or in the user agreement shall prohibit any Non-Shareholder Party or Other User from participating in any other e-commerce initiative.

d) Any Non-Shareholder Party may resign from this Agreement on not less than thirty (30) days notice to the Shareholder Parties and Inttra, Inc.; provided, however, that the withdrawal of a Non-Shareholder Party may not become effective prior to the date on which its user agreement with Inttra, Inc. terminates and the Non-Shareholder Party ceases to utilize the Portal. Notice of the withdrawal of any Non-Shareholder Party shall be provided to the Federal Maritime Commission.

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(e) Any ocean common carrier that is not a Shareholder Party or Non-Shareholder Party may utilize the Portal on a limited basis for the purpose of responding to tenders, as provided for in Article 5(b), and also may use the Portal on a trial basis without becoming a Party to this Agreement.

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ARTICLE 8: Voting and Delegation of Authority

a) Voting hereunder shall be conducted in accordance with Article 6(g) hereof.

b) Upon a decision by the Shareholder Parties, an officer or legal counsel of any such Party shall have the authority to file this Agreement and any modifications to this Agreement with the Federal Maritime Commission as well as the authority to delegate same.

ARTICLE 9: Duration and Termination of the Agreement

This Agreement shall take effect on the date it becomes effective pursuant to the Shipping Act of 1984, as amended, and shall remain in effect until terminated by the unanimous consent of the Shareholder Parties or until all but one Shareholder Party resigns. The Shareholder Parties will promptly notify the Federal Maritime Commission of the termination of this Agreement.

ARTICLE 10: Governing Law and Arbitration

(a) This Agreement shall be construed in accordance with and governed by the laws of the State of New York without giving regard to any conflicts of laws rules and except to the extent that Inttra, Inc. is subject to the Delaware General Corporation Law; provided, however, that nothing herein shall relieve the Parties of their obligation to comply with the Shipping Act of 1984, as amended.

b) In the event that there is any dispute, controversy or claim as to whether there is a breach by any Shareholder Party of its respective covenants, agreements or other obligations under this Agreement, then any party to such dispute, controversy

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. 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

more hearings in connection with the Arbitration. The arbitrators shall consider the Arbitrable Dispute and issue a written decision setting forth resolution of the Arbitrable Dispute and the reasons underlying said decision. The arbitrators shall be empowered to issue one or more interim decisions prior to the full hearing of the case. Such interim decision shall be enforceable in the same manner as the final decision, as set forth in this Article 10. The Arbitration shall be completed within six (6) months after its commencement. The fees and expenses of the arbitrators and the other costs of the Arbitration shall be borne in the manner determined by the arbitrators. The decision of the arbitrators pursuant to this Article 10 shall be final and binding upon the parties to the Arbitrable Dispute and judgment thereon may be entered in any court having jurisdiction.

ARTICLE 11: Notices

Any notice to be given pursuant to this Agreement shall be given to each of the Shareholder Parties at the address listed in Appendix A hereto, with a copy to Inttra, Inc. at the address it shall establish and provide to all parties hereto.

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APPENDIX A: PARTIES TO THE AGREEMENT

A. SHAREHOLDER PARTIES

A.P. MOLLER-MAERSK A/S trading under the name of Maersk Sealand
50, Esplanaden
DK-1098 Copenhagen, Denmark

P&O Nedlloyd Limited
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East Rutherford, NJ 07073

Hamburg Südamerikanische Dampfschifffahrts-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

United Arab Shipping Company (S.A.G.)
505 South Avenue
Cranford, NJ 07016

B. NON-SHAREHOLDER PARTIES

Aliança Navegacao e Logistica Ltda.
Av. Pasteur No. 110
P.O. Box 588, Bota Fogo
22290 Rio de Janeiro, RJ, Brazil

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a division of CP Ships (UK) Limited and Australia-New Zealand Direct Line,
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