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Global Transportation Network Agreement
FMC Agreement No. 011743
Original Title Page

AGREEMENT NAME: Global Transportation Network Agreement

FMC NUMBER:

CLASSIFICATION: Cooperative Working Agreement

EXPIRATION DATE: See Article 7

EFFECTIVE
FEB - 9 2001
UNDER THE SHIPPING ACT OF 1984
Federal Maritime Commission

Global Transportation Network Agreement
FMC Agreement No. _____
Original Table of Contents

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# GLOBAL TRANSPORTATION NETWORK AGREEMENT

FMC Agreement No. _____

A Cooperative Working Agreement

## ARTICLE 1: Name of the Agreement

The name of this Agreement is Global Transportation Network Agreement ("Agreement").

## ARTICLE 2: Purpose of the Agreement

The purpose of this Agreement is to authorize the member carriers ("Member Carriers") to establish and operate an Internet portal ("Portal") by which they and other ocean common carriers ("User Carriers") will provide services to their respective customers. For this purpose, "Internet portal" means a site that aggregates an array of content and offers a range of services to users via the Internet, a global information system.

## ARTICLE 3: Parties to the Agreement

Only an Ocean Common Carrier may be a party ("Party") to this Agreement. A Member Carrier shall be an Ocean Common Carrier named in Appendix A. A User Carrier shall be an Ocean Common Carrier named in Appendix B. The name and principal address of each Member Carrier and each User Carrier are in Appendix A and B, respectively, which address shall be the notice address for such Party. The Parties and their principal addresses may change from time to time, effective by the revision and filing of Appendix A or Appendix B with the Federal Maritime Commission.

## ARTICLE 4: Geographic Scope of the Agreement

The geographic scope of this Agreement is all world trades, including those involving the United States. This Agreement is not intended to and does not bring any activity for service

solely between foreign ports or points within the Shipping Act of 1984, as amended ("Shipping Act") including its antitrust exemption and the jurisdiction of the Federal Maritime Commission.

ARTICLE 5: Overview of Agreement Authority

5.1. The Parties are authorized to discuss, agree upon, and perform all aspects of the development, operation, modification, maintenance, repair and marketing of the Portal and all aspects of the Portal's use for transactions and exchanges of information and documentation between the Parties and their respective customers and vendors. Portal functions may include (without limitation) the facilitation and effectuation of transactions and exchanges of information and documentation relating to scheduling, booking, equipment availability and use, bill of lading matters, shipment tracking, contract management, shipment analysis, market analysis, customer information management, vendor information management, credit analysis, billing support and communications of all kinds with customers and vendors.

5.2. The Parties may allow entities other than Ocean Common Carriers to use the Portal to provide services to such entities' customers and vendors ("Other Users"). Other Users are not Parties to this Agreement.

5.3. The Parties may make one or more agreements among themselves and with non-Parties, including the technology company creating and operating the Portal ("Technology Company"), in order to implement their authorities under this Agreement, including (without limitation) agreements establishing the terms and conditions by which (a) the Member Carriers may invest in, own, govern, manage and transfer their interests in the Technology Company; (b) the Parties may utilize and pay for use of the Portal; (c) the Portal is made available to customers of and vendors to the Parties; and (d) Other Users and their customers and vendors may utilize the Portal.

5.4. In exercising the authorities conferred by this Agreement, the Parties may act collectively, individually or through such groups as they may deem appropriate.

5.5. This Agreement does not authorize the Parties to agree upon rates, terms or conditions in any tariff or service contract subject to the Shipping Act.

5.6. This Agreement does not authorize the Parties to share among themselves confidential information obtained from, or pertaining to the shipments of, their respective customers, including (without limitation) confidential rate and service contract information.

5.7. Nothing in this Agreement derogates from rights and authorities conferred by any other Agreement effective under the Shipping Act involving some or all of the Parties.

ARTICLE 6: Voting and Delegation of Authority

6.1. There shall be no officials of this Agreement.

6.2. This Agreement may be amended by unanimous consent of the Member Carriers. Filing counsel are authorized to sign and file this Agreement, modifications to this Agreement, and associated supporting materials.

6.3. Decisions under this Agreement shall be made by unanimous consent of the Member Carriers, provided that the Member Carriers may establish other voting procedures applicable to specified types of matters.

ARTICLE 7: Membership, Duration and Termination of the Agreement

7.1. The Parties may discuss and agree upon the terms pursuant to which other Ocean Common Carriers may become Member Carriers or User Carriers.

7.2. This Agreement may be implemented when it is effective under the Shipping Act and shall remain in effect until terminated by the unanimous consent of the Member Carriers or until only one Member Carrier remains. A Party may withdraw from this Agreement by giving three (3) months' prior written notice to the other Parties. The Member Carriers will promptly notify the Federal Maritime Commission of the termination of this Agreement.

ARTICLE 8: Governing Law and Arbitration

This Agreement shall be governed by the Shipping Act and the laws of the State of California, except its choice of law rules. Any undefined capitalized term shall have the same meaning as in the Shipping Act. Any dispute shall be resolved by arbitration among the disputing Parties. This arbitration shall be in the San Francisco Bay Area under the Commercial Arbitration Rules of the American Arbitration Association with the fees and expenses of the arbitrators and the other costs of the arbitration to be borne as decided by the arbitration panel. The decision of the arbitration panel shall be final and binding, and judgment may be entered by any court with jurisdiction.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date indicated below.

APL CO. PTE. LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

AMERICAN PRESIDENT LINES, LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

CP SHIPS HOLDING INC. (CP Ships (UK) Limited; Lykes Lines Limited, LLC; TMM Lines Limited, LLC)

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

CROWLEY MARITIME CORPORATION (Crowley Liner Services, Inc.)

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

CSAV GROUP COOPERATIVE WORKING AGREEMENT (FMC No. 11672, currently including Compania Sud Americana de Vapores S.A. (also d/b/a Euroatlantic Container Line), Norasia Container Lines Limited, Montemar Maritima SA., and Companhia Libra de Navegacao (also d/b/a Braztrans Lines), but acting as a single party for purposes of this Agreement)

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

HANJIN SHIPPING CO., LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

HYUNDAI MERCHANT MARINE CO., LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

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KAWASAKI KISEN KAISHA, LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

MITSUI O.S.K. LINES, LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

SENATOR LINES GMBH

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

WAN HAI LINES LTD.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

YANGMING MARINE TRANSPORT CORP.

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

ZIM ISRAEL NAVIGATION COMPANY

Name: David B. Cook
Title: Authorized Signatory
Date: October 3, 2001

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Federal Maritime Commission

Global Transportation Network Agreement
FMC Agreement No. 011743
Third Revised Appendix A

APPENDIX A – MEMBER CARRIERS (see Article 3)

APL CO. PTE. LTD.
456 Alexandra Road
#06-00 NOL Building
Singapore 119962

AMERICAN PRESIDENT LINES, LTD.
1111 Broadway
Oakland, California 94607

CP SHIPS HOLDING INC. (CP Ships (UK) Limited; Lykes Lines Limited, LLC; TMM Lines Limited, LLC)
62-65 Trafalgar Square
London WC2N 5DY
ENGLAND

CROWLEY MARITIME CORPORATION
(Crowley Liner Services, Inc.)
9487 Regency Square Blvd.
N. Regency II
Jacksonville, Florida 32225

CSAV GROUP COOPERATIVE WORKING AGREEMENT (FMC No. 11672, currently including Compania Sud Americana de Vapores S.A. (also d/b/a Euroatlantic Container Line), Norasia Container Lines Limited, Montemar Maritima SA., and Companhia Libra de Navegacao (also d/b/a Braztrans Lines), but acting as a single party for purposes of this Agreement)
c/o Compania Sud Americana de Vapores S.A.
Plaza Sotomayor 50
Valparaiso, Chile

HANJIN SHIPPING CO., LTD.
25-11, Yoido-Dong, Youngdeungpo-ku
Seoul 150-010, KOREA

HYUNDAI MERCHANT MARINE CO., LTD.
66, Chokson-Dong, Jongro-Ku
Seoul 110-052, KOREA

KAWASAKI KISEN KAISHA, LTD.
2-9, Nishi-Shinbashi 1-chome, Minato-ku
Tokyo 105 JAPAN

MITSUI O.S.K. LINES, LTD.
1-1, Toranomon 2-chome, Minato-ku
Tokyo, 105-91 JAPAN

SENATOR LINES GMBH
Martinistrasse 62-66
D-28195 Bremen, GERMANY

WAN HAI LINES LTD.
136, Sung Chiang Road, 10th Floor
Taipei, TAIWAN, R.O.C. 104

YANGMING MARINE TRANSPORT CORP.
No. 271 Ming-De 1st Road
Chidu Keelung 206 Taiwan, R.O.C.

ZIM ISRAEL NAVIGATION COMPANY
7-9 Pal-Yam Avenue
Haifa 31000
ISRAEL

# APPENDIX B — USER CARRIERS (see Article 3)

None at the present time.

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