Original Title Page

# HAPAG-LLOYD/ZIM ECSA
# SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No.

Expiration Date: None

This Agreement has not been published previously.

FMC Agreement No.: 012340-001 Effective Date: Wednesday, November 23, 2022
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ARTICLE 1: NAME OF THE AGREEMENT

The name of this agreement is the Hapag-Lloyd/ZIM ECSA Space Charter Agreement (the "Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to authorise Hapag-Lloyd to charter space to Zim in the Trade (as hereinafter defined).

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are as follows:

Hapag Lloyd AG ("HL")

Address: Ballindamm 25
20095 Hamburg, Germany

ZIM Integrated Shipping Services, Ltd. ("ZIM")

Address: 9 Andrei Sakharov Street
"Matam" – Scientific Industries Center
P.O.B. 1723
Haifa, 31016
Israel

HL and ZIM are sometimes referred to individually as a "Party" and jointly as the "Parties."

ARTICLE 4: GEOGRAPHIC SCOPE

The scope of the Agreement shall be the trade between ports in Mexico, the Dominican Republic, Colombia, Brazil, Argentina and Uruguay on the one hand and ports on the US Gulf Coast on the other hand (the "Trade").

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ARTICLE 5: OVERVIEW OF AGREEMENT AUTHORITY

5.1. Space Charter

HL shall charter to Zim, and Zim shall purchase from HL slots for 133 TEUs including 10 plugs (or 1782 tons, whichever comes first) northbound and 83 TEUs including 10 plugs (or 1112 tons, whichever comes first) southbound on each sailing of HL's GS1 service for the transportation of cargo in the Trade. The Parties are authorized to adjust the foregoing allocation up or down by up to 30% without further amendment to this Agreement. HL may sell additional slots to Zim on an *ad hoc* basis, subject to space availability. Zim may use slots made available to it under this Agreement to transport transhipment cargo that moving from origins and/or to destinations beyond the geographic scope of this Agreement.

5.2. Vessel Schedules

HL shall keep Zim advised of its vessel scheduling, and shall provide not less than thirty (30) days advance written notice of any permanent change in port calls or port rotation.

5.3. Terminals and Stevedores

The Parties are authorized to discuss and agree on the joint and/or individual negotiation of appropriate contracts with terminal operators and stevedores, and to reach agreement on other issues relating to the loading and/or discharge of cargo, such as overtime and stand-by time.

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5.4 Operational and Administrative Matters

The Parties are authorized to discuss and agree on routine matters such as cargo claims and other liabilities, indemnifications, general average, a cross charter party, joint working procedures, standards for containers and for the acceptance of breakbulk, oversized and dangerous cargo, and other operational/administrative issues to implement the terms hereof. All decisions require agreement by both Parties.

5.5 Further Agreements

Pursuant to 46 C.F.R. §535.408(b), any further agreement between the Parties, other than those concerning routine operational and administrative matters, will not be implemented unless such agreement has been filed and become effective under the Shipping Act of 1984, as amended.

ARTICLE 6: ADMINISTRATION AND DELEGATION OF AUTHORITY

6.1 This Agreement shall be administered and implemented by meetings, decisions, memoranda and communications between the Parties.

6.2 The following individuals shall have the authority to file this Agreement and any modifications thereto with the Federal Maritime Commission, as well as the authority to delegate same:

(a) Any authorised officer of each of the Parties; and

(b) Legal counsel for each of the Parties.

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ARTICLE 7: EFFECTIVENESS, DURATION AND TERMINATION

7.1 This Agreement will take effect when effective in accordance with the provisions of the Shipping Act of 1984, as amended, and will be implemented from the first sailing due to commence loading thereafter.

7.2 The Agreement will continue indefinitely but any Party may withdraw from this Agreement by giving 4 months' notice of withdrawal, such notice not be given sooner than twelve (12) months after the effective date of this Agreement. In addition, Zim may, on a one-time only basis four (4) months after the effective date, give two (2) months' notice of withdrawal. If Zim does not give such two (2) month notice after four (4) months, its right to withdraw from this Agreement shall be governed by the first sentence of this Article 7.2.

7.3 Notwithstanding Articles 7.1 and 7.2 above, if at any time during the term of the Agreement there shall be a change in the control or a material change in the ownership of a Party and the other Party is of the opinion arrived at in good faith that such change is likely to materially prejudice the cohesion or viability of the Agreement, then the other Party may within three months of the coming into effect of such change terminate the Agreement on not less than three months written notice.

7.4 Notwithstanding Articles 7.1 and 7.2 above, if at any time during the term of the Agreement a Party should become bankrupt or declare insolvency or have a receiving order made against it, suspend payments, or continue its business under a receiver for the benefit of any of

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its creditors, or if a petition is presented or a meeting convened for the purpose of considering a resolution, or other steps are taken, for the winding-up of the Party (otherwise than for the purposes of and followed by a resolution previously approved in writing by the other Party), or any event similar to any of the above shall occur under the laws of the Party's country of incorporation, then the other Party may terminate the Agreement with immediate effect.

ARTICLE 8: ASSIGNMENT

Neither Party may assign all or part of its rights and obligations under this Agreement without the written consent of the other Party.

ARTICLE 9: LAW AND ARBITRATION

9.1 This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Article 9.

9.2 The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

9.3 The reference shall be to three arbitrators. A Party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other Party to appoint its own arbitrator within 14 calendar days of that notice and stating

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that it will appoint its arbitrator as sole arbitrator unless the other Party appoints its own arbitrator and given notice that it has does so within the 14 days specified. If the other Party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the Party referring a dispute to arbitration may, without the requirement of any further prior notice to the other Party, appoint its arbitrator as sole arbitrator and shall advise the other Party accordingly. The award of a sole arbitrator shall be binding on both Parties as if he had been appointed by agreement.

9.4 Nothing herein shall prevent the Parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. In cases where neither the claim nor any counterclaim exceeds the sum of US$ 100,000.- (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

9.5 Notwithstanding the above, the Parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Agreement.

In the case of a dispute in respect of which arbitration has been commenced, the following shall apply:-

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(i) Either Party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other Party of a written notice (the "Mediation Notice") calling on the other Party to agree to mediation.

(ii) The other Party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the Parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either Party a mediator will be appointed promptly by the Arbitration Tribunal (the "Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the Parties may agree or, in the event of disagreement, as may be set by the mediator.

(iii) If the other Party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the Parties.

(iv) The mediation shall not affect the right of either Party to seek such relief or take such steps as it considers necessary to protect its interest.

(v) Either Party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each Party shall bear its own costs incurred in the mediation and the Parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law governing the arbitration.

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ARTICLE 10: FORCE MAJEURE

10.1 In such circumstances as the event of war, whether declared or not, hostilities or the imminence thereof, act of public enemies, arrest or restraint of princes, rulers or people, or compliance with any compulsorily applicable law or governmental directive, boycott against flag, political ban or other events which render the Agreement wholly or substantially impracticable, the Agreement shall not thereby be terminated, but (subject always to the provisions of Article 7 hereof) the performance thereof shall be suspended (in whole or in part as appropriate) until such time as the performance thereof is again practicable, without prejudice to any rights, liabilities and obligations accrued at the date of suspension. Should the Agreement be wholly suspended for a period exceeding six (6) calendar months from the date of commencement of such suspension the Agreement shall terminate.

10.2 In the event that a Party considers that any cause, happening or event not within its control substantially impairs its ability to enjoy its rights or carry out its obligations under this Agreement then, at its request, the Parties shall meet together with all reasonable dispatch in order to consider such adjustment of the terms hereof as may be mutually acceptable.

ARTICLE 11: LANGUAGE

This Agreement and all notices, communications or other writing shall be in the English language and no Party shall have any obligation to translate

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such matter into any other language. The wording in the English language shall prevail.

ARTICLE 12: NOTICES

Any notice or other communication which one Party hereto may require to give or to make to the other under the Agreement shall, unless otherwise specifically provided herein, be written in English and sent by mail or facsimile with copy by mail, to the points of entry and addresses of the other Party as designated from time to time.

ARTICLE 13: ENFORCEABILITY

If any provisions of any clause in the Agreement, as presently stated or later amended or adopted, shall be held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational then this Agreement shall be invalid only to the extent of such invalidity, illegality or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

ARTICLE 14: DISCLAIMER OF PARTNERSHIP

This Agreement is not intended to create a partnership or joint liability under any jurisdiction.

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**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of this 22ND day of NOVEMBER, 2022, and to file same with the U.S. Federal Maritime Commission.

**HAPAG-LLOYD AG SHIPPING**

By: ANDERS BOENAES

Name:

Title: Anders Boenaes
Senior Managing Director

**ZIM INTEGRATED SERVICES, LTD.**

By: _____

Name: Noam Nativ, Adv.

Title: EVP, General Counsel & Company Secretary
ZIM Integrated Shipping Services Ltd.

Yael Livnat
EVP Network Development & Cooperation
ZIM Integrated Shipping Services LTD

ZIM Integrated Shipping Services Ltd

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