

Original Title Page

SEALAND /ZIM GULF-ECSA SPACE CHARTER AGREEMENT

A Space Charter Agreement

FMC Agreement No. 201258-002  
(2<sup>nd</sup> Edition)

Expiration Date: None.

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ARTICLE 1:            FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Sealand /Zim Gulf-ECSA Space Charter Agreement (hereinafter referred to as the “Agreement”).

ARTICLE 2:            PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize Sealand to charter space to Zim in the Trade (as hereinafter defined).

ARTICLE 3:            PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "Party" or "Parties") are:

1.     Maersk A/S trading under the name Sealand (“Sealand”)  
       50 Esplanaden  
       1263 Copenhagen K  
       Denmark
  
2.     Zim Integrated Shipping Services Ltd. (“Zim”)  
       9 Andrei Sakharov Street  
       3101601 Haifa, Israel

ARTICLE 4:            GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of this Agreement is the trade between ports on the Gulf Coast of the United States on the one hand and ports in Brazil, Colombia, Mexico, and Panama on the other hand (the “Trade”).

ARTICLE 5:            AGREEMENT AUTHORITY

5.1 (a) Sealand shall charter to Zim, and Zim shall purchase from Sealand, on a whether used or not basis, space on each weekly sailing of Sealand's UCLA service, as follows:

Southbound: 133 TEUs/1,862 mtons (whichever is used first); 37 reefer plugs (Houston to Navegantes) and ~~250~~ 133 TEUs/~~3,500~~ 1,862 mtons (whichever is used first); 24 reefer plugs (Veracruz to Houston)

Northbound: ~~300~~ 133 TEUs/~~4,200~~ 1,862 mtons (whichever is used first); 37 reefer plugs

The Parties are authorized to discuss and agree on the terms and conditions applicable to the sale and purchase of space, including the amount of slot charter hire.

Additional slots may be chartered to ZIM on an *ad hoc* basis, subject to space availability.

(b) Zim may use the slots and reefer plugs made available under this Agreement for the carriage of cargo and containers between ports in the same region, provided that it does not exceed its agreed allocations, subject to operational constraints, time constraints, and applicable law.

(c) Dangerous and/or restricted cargo is permitted, subject to Zim following the procedures established by Sealand and suitable space being available for the carriage of such cargo. Out-of-gauge and/or breakbulk cargo may be carried with Sealand's prior approval, which is not to be unreasonably withheld.

(d) Zim shall not sub-charter or otherwise sell any space received hereunder to any ocean common carrier without the prior written consent of Sealand; provided,

however, that Zim may sub-charter space to its vessel-operating affiliates. No affiliate of Zim which receives slots via a sub-charter from Zim may sub-charter those slots without the prior written consent of Sealand. Zim shall remain fully responsible

and liable to Sealand for due performance by any entity to which Zim sub-charters slots.

5.2 (a) Sealand shall be responsible for all operational aspects of the vessels, including but not limited to adherence to the published schedule. Sealand shall procure that it and the vessels used to transport Zim cargoes comply with the requirements of the ISM Code. Upon request, Sealand shall provide a copy of the relevant Document of Compliance and Safety Management Certificate to Zim.

(b) An ad-hoc addition of a port of call may be made at the discretion of the Sealand, provided always that such call has no effect on the schedule integrity of vessels in the service, including their normal transit times. In the event of an ad-hoc addition of a port of call, Sealand shall, from the point in time that the relevant vessel leaves the scheduled port of call immediately prior to the ad hoc port call until such time as the vessel is back on schedule as if that additional call had not taken place: (i) bear all risk in relation to such deviation; (ii) be responsible for all costs which would not otherwise have been incurred; and (iii) have exclusive rights of discharge/load at the additional port of call. Zim may load and/or discharge cargo and containers at an additional port of call with the prior consent of Sealand, provided that the Zim waives any right of action against Sealand under this Article 5.2(b) and the Parties share all additional costs which are incurred in connection with such port call (including, without limitation, the port and fuel costs) in proportion to their respective number of moves. No information that is commercially sensitive shall be disclosed.

(c) Where Sealand demonstrates to the reasonable satisfaction of Zim that

the omission of a port is required for any of the following reasons, Sealand shall have the right to discharge and unload the cargo and containers on board the relevant vessel at the nearest port of convenience which, so far as reasonably practicable, shall be a scheduled port on the service, and each Party shall be responsible for all operational costs incurred in respect of its containers and cargo on board the affected Vessel and at the omitted port:

- (a) berth congestion at the omitted port which is reasonably anticipated to incur a delay of 48 hours or more;
- (b) closure of the port or lack of ability to operate the vessel in the port due to bad weather, strikes of service providers (such as pilots, tugs and stevedores) or the lack of terminal equipment due to breakdown or delay which is reasonably anticipated to incur a delay of 48 hours or more; or
- (c) a lawful deviation made for the purpose of saving or attempting to save life or property at sea or a force majeure event.

Unless the port omission is excused as above, Sealand shall be responsible for the movement of cargo and containers to and from the omitted port as follows: (i) by arranging for the transshipment, feeding and on-carriage, which (at the option of the Sealand) may be by means of the next vessel in the service, of all Zim's containers loaded on board the affected vessel and destined for the omitted port before the port omission was made; and (ii) by compensating Zim for the slots it would have used at the omitted port by (x) making available to Zim, from Sealand's own allocation on the next vessel in the service, a number of slots and reefer plugs which is equivalent to the average of Zim's last three liftings from that port; or (y) paying Zim a sum equal to the agreed slot cost multiplied by the number of such slots;

or (z) a combination of (x) and (y).

(d) Sealand shall provide slots and guarantee the availability of such space or weight to Zim. If Sealand fails to provide the agreed space, the remedy in subparagraph (ii)(x) of Article 5.2(c) shall apply or, if mutually agreed by the Parties, the remedies in subparagraphs (ii)(y) and (ii)(z) of Article 5.2(c) shall apply.

(e) When Sealand leaves on the quay some or all of Zim's containers or cargo properly programmed for loading within the vessel's call at the terminal, the remedy in subparagraph (ii)(x) of Article 5.2(c) shall apply or, if mutually agreed by the Parties, the remedies in subparagraphs (ii)(y) and (ii)(z) of Article 5.2(c) shall apply. When a shut out of containers is imposed by a terminal or is caused by another force majeure event, Sealand will carry Zim's shut out boxes within Sealand's own slot allocation on a subsequent sailing and Zim shall bear all additional expenses related to such shut out boxes.

(f) In the event Sealand discovers that Zim has at any time exceeded the total loadings (in either slots or weight) on any given vessel, Sealand may require Zim to immediately discharge containers until Zim is within its allocation. All losses, expenses and delays whatsoever (including extra fuel to make up time) resulting from Zim exceeding its allocation shall be for the account of Zim.

5.3 Each Party shall bear and settle all expenses arising from the loading, discharging and handling of its cargo and containers on to and from each vessel (and all those expenses incurred at the terminals and/or up to/beyond the vessel's hold) directly with the terminal operators at each port of call. The Parties are authorized to discuss and agree on other operating costs relating to loading and discharging, such as the shifting of containers (including hatchcover moves) and additional lashers.

5.4 The Parties shall comply with all applicable laws, rules, regulations, directives and orders issued by any authorities having jurisdiction in relation to this Agreement, including, to the extent applicable, anti-bribery laws and regulations. Each Party shall indemnify and hold the other Party harmless against any losses to the extent incurred as a result of any breach by the indemnifying Party of applicable economic sanctions laws and regulations including, without limitation, where these are incorporated within United Nations resolutions, European Union regulations, Swiss ordinances and extraterritorial US federal and state laws and regulations (the "Sanctions Laws"). Each Party warrants that neither it nor any of its affiliates, directors, officers, employees or agents is identified on the U.S. Treasury Department's list of specially Designated Nationals and Blocked Persons (the SDN List), or the Swiss, European Union or other sanctions lists. Sealand covenants that none of its vessels is identified or otherwise targeted, or owned and/or operated, by any person identified or otherwise targeted by the Sanctions Laws. Each Party covenants that no interest in

its cargo and/or containers carried on any vessel is identified or otherwise targeted by the Sanctions Laws.

5.5 The Parties are authorized to discuss and agree upon such general administrative matters and other terms and conditions concerning the implementation of this Agreement as may be necessary or convenient from time to time, including performance procedures and penalties; stowage planning; record-keeping; responsibility for loss of or damage to cargo and/or containers; insurance; force majeure; the handling and resolution of claims and other liabilities; indemnification; documentation and bills of lading; and general average and salvage.

5.6 Pursuant to 46 C.F.R. § 535.408(b), any further agreement contemplated herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters.

5.7 Each Party shall retain its separate identity and shall have separate sales, pricing and marketing functions. Each Party shall issue its own bills of lading and handle its own claims. Nothing in this Agreement shall restrict the freedom of any Party to offer or agree on commercial terms with its customers.

ARTICLE 6:            OFFICIALS OF THE AGREEMENT AND DELEGATIONS OF AUTHORITY

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

6.2 The following individuals shall have the authority to file this Agreement

with the Federal Maritime Commission as well as the authority to delegate same:

- (a) any authorized officer of each of the Parties; and
- (b) legal counsel for each of the Parties.

ARTICLE 7:            MEMBERSHIP AND RESIGNATION

7.1    New Parties to this Agreement may be added only upon unanimous consent. The addition of any new Party to this Agreement shall become effective after an amendment noticing its admission has been filed with the Federal Maritime Commission and become effective under the Shipping Act of 1984, as amended.

7.2    Any Party may withdraw from this Agreement in accordance with the provisions of Article 9 hereof.

ARTICLE 8:            VOTING

Except as otherwise provided herein, actions taken pursuant to, or any amendment of, this Agreement shall be by mutual consent of the Parties.

ARTICLE 9:            DURATION AND TERMINATION OF AGREEMENT

9.1    This Agreement shall enter into effect on the date it becomes effective under the Shipping Act of 1984, as amended, and shall commence as of that date or such later date as the Parties may agree, and shall remain in effect indefinitely thereafter. Either Party may terminate this Agreement by giving not less than four (4) months' written notice to the other Party; provided that such notice will not be given

prior to twelve (12) months after commencement of the Agreement.

9.2 Notwithstanding Article 9.1 above, this Agreement may be terminated pursuant to the following provisions:

(a) If, following the outbreak of war (whether declared or not) or hostilities or the imminence thereof, or riot, civil commotion, revolution or widespread terrorist activity, any Party, being of the opinion that the events will render the performance of the Agreement hazardous or wholly or substantially imperiled, can give one month prior notice to terminate the Agreement;

(b) If, at any time during the term of this Agreement there is a Change of Control of a Party, and the other Party is of the opinion, arrived at in good faith, that such Change of Control is likely to materially prejudice the cohesion or viability of the Agreement, then the other Party may, within 1 month of becoming aware of such Change of Control, give not less than 3 months' notice in writing terminating this Agreement. For the purposes of this Article 9.2(b), a "Change of Control" of a Party shall include (other than as presently exists): (i) the possession, direct or indirect by any person or entity, of the power to direct or cause the direction of the management and policies of the Party or its parent, whether by the ownership and rights of voting shares, by contract or otherwise; or (ii) the ownership by the Party's parent of 50% or less of the equity interest or voting power in such Party, save that the transfer of any shares in a Party or its direct or indirect parent between close members of the same family or between Affiliates shall not constitute a Change of Control.

- (c) If, at any time during the term of this Agreement, either Party (the affected Party):
- (i) is dissolved;
  - (ii) becomes insolvent or unable to pay its debts as they fall due;
  - (iii) makes a general assignment, arrangement or composition with, or for the benefit of its creditors;
  - (iv) has a winding-up order made against it or enters into liquidation whether voluntarily or compulsorily;
  - (v) seeks or becomes the subject of the appointment of an administrator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets;
  - (vi) is affected by any event or act similar to or under which the applicable laws of the jurisdiction where it is constituted has an analogous effect to any of those specified in the sub-clauses (i) to (v) above; or
  - (vii) takes any action in furtherance of any of the foregoing acts (other than for the purpose of the consolidation, reconstruction or amalgamation or previously approved in writing by the other Party),

the other Party may give notice to the affected Party terminating this Agreement with immediate effect.

(d) A Party may terminate this Agreement with immediate effect if the other Party: (i) repeatedly fails to comply with Article 5.4 (Compliance with Laws) or commits a violation after notice of its failure to comply with Article 5.4 from another Party; or (ii) commits a material breach of this Agreement where such breach has not been remedied to the reasonable satisfaction of the non-defaulting Party within a reasonable period of time, after receipt by the defaulting Party of written notice from the non-defaulting Party requiring such remedy; or (iii) fails to pay any amount when

it becomes due and payable under the terms of this Agreement, where such failure has not been remedied within 10 working days of receipt by the defaulting Party of written notice from the non-defaulting Party requiring such remedy.

(e) Notwithstanding the termination of this Agreement in accordance with this Article 9, the non-defaulting Party retains its right to claim against the defaulting Party for any loss caused by or arising out of such termination.

(f) Upon the termination of this Agreement for whatever cause: (i) a final calculation shall be carried out of the amount due (if any) under this Agreement and any amount due to be paid within 30 days of the date of termination if not otherwise due for payment at an earlier time; (ii) the carriage of cargoes already lifted shall be completed by Sealand by due delivery at the port of discharge; and (iii) the Parties shall continue to be liable to one another in respect of all liabilities and obligations accrued prior to termination.

ARTICLE 10: GOVERNING LAW AND ARBITRATION

10.1 This Agreement, and any matter or dispute arising out of this Agreement, shall be governed by and construed in accordance with the laws of England and Wales.

10.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in accordance with the Arbitration Act 1996 together with the LMAA (London Maritime Arbitrators Association) terms, save where the amount in dispute is less than USD 100,000, in which case the LMAA Small Claim

Procedure shall apply. The Parties agree to appoint a sole arbitrator, having appropriate commercial and consortia experience, within 21 days of any Party seeking an appointment. If any Party should so request, a panel of three arbitrators shall be appointed. Should there be no agreement on such appointment within 21 days, the LMAA President will appoint a sole arbitrator (or a panel of three arbitrators, as appropriate) at the request of any Party.

10.3 The Parties are authorized to discuss, agree upon and follow procedures for the mediation of disputes.

ARTICLE 11:            ASSIGNMENT

Neither Party shall be entitled to assign or transfer its rights or obligations under this Agreement either in part or in full to any third party without the prior written consent of the other Party, which may be withheld for any reason.

Notwithstanding the preceding sentence, a Party may assign this Agreement to an affiliate; provided, however, that if the assignee ceases to be an affiliate of the relevant Party, the assignee shall within 10 working days of ceasing to be an affiliate, assign its rights under this Agreement to the relevant Party or an affiliate of such Party.

ARTICLE 12:            NOTICES

Any correspondence or notices hereunder shall be made by email, fax or letter, to the following addresses:

SEALAND /ZIM GULF-ECSA  
SPACE CHARTER AGREEMENT  
FMC Agreement No. 201258-002  
(2<sup>nd</sup> Edition)  
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Sealand:

Maersk A/S (trading under the name Sealand)  
50 Esplanaden  
1263 Copenhagen K  
Denmark  
Attn: Thiago Guimaraes Covre  
Email : Thiago.covre@sealandmaersk.com

ZIM:

Zim Integrated Shipping Services Ltd.  
9 Andrei Sakharov Street  
3101601 Haifa, Israel  
Attn: Ms. Yael Livnat  
Email : [Livnat.yael@zim.com](mailto:Livnat.yael@zim.com)

ARTICLE 13:            SEVERABILITY

If any provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational then the said provision shall cease to have effect between the Parties but only to the extent of such invalidity, Illegality, or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

ARTICLE 14:            MISCELLANEOUS

14.1 No variation or waiver of any of the provisions of this Agreement and no Agreement concluded pursuant to any of the provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representatives of the Parties.

14.2 Nothing in this Agreement shall give rise to nor shall be construed as constituting a partnership for any purpose or extent. No Party shall be construed or constituted as agent of the other unless expressly stated or constituted as such by the terms of this Agreement.

SEALAND /ZIM GULF-ECSA  
SPACE CHARTER AGREEMENT  
FMC Agreement No. 201258-003  
(2<sup>nd</sup> Edition)

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have agreed this \_\_ day of March, 2023, to amend this Agreement as per the attached pages.

Maersk A/S  
(trading under the name Sealand)

Zim Integrated Shipping Services Ltd.

By: \_\_\_\_\_

By:\_\_\_\_\_

Name: \_\_\_\_\_

Name:\_\_\_\_\_

Title: \_\_\_\_\_

Title:\_\_\_\_\_