RECEIVED
07 JUN 19 PM 4:29
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

Original Title Page

COMMON OCEAN CARRIER PLATFORM AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 011733-023
(2nd Edition)

EFFECTIVE
AUG 3 2007
UNDER THE
SHIPPING ACT
OF 1984
Federal Maritime Commission

Expiration Date: None

Original Effective Date: December 22, 2000

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

TABLE OF CONTENTS

Article	Name of Provision	Page
Article 1:	Agreement Name	1
Article 2:	Purpose of Agreement	1
Article 3:	Parties to the Agreement	1
Article 4:	Geographic Scope of the Agreement	2
Article 5:	Agreement Authority	2
Article 6:	Relationship Among the Shareholder Parties	5
Article 7:	Relationship With Non-Shareholder Parties	5
Article 8:	Voting and Delegation of Authority	6
Article 9:	Duration and Termination of the Agreement	7
Article 10:	Governing Law and Arbitration	7
Article 11:	Notices	9

SIGNATURE PAGE

APPENDIX A

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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 establishment and operation of a common ocean carrier platform that will serve as a Portal (as defined in Article 5(a) hereof) through which ocean common carriers 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.") and, for purposes of this Agreement, shall include shareholders that are not ocean common carriers and are not named herein. 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 ocean common carrier Shareholder Parties and the Non-Shareholder Parties are each listed in Appendix A hereto.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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 and/or Other Users, to disseminate those tenders to the entities chosen by the shipper, and enables such entities to respond to those

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

tenders. The Shareholder Parties are authorized to establish limitations on the use of this tender function based on a minimum volume of cargo and 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 and NVOCC service arrangement ("NSA") information and shall in no way limit or restrict the ability of any Party or Other User to negotiate individual service contracts or NSAs through other means. Furthermore, shippers may disseminate tenders to 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 common carriers may respond thereto. The Portal may host individual rate, service contract and/or NSA information, provided that to the extent any such information is confidential, the confidentiality of such information is protected.

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

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

RECEIVED
2010 AUG 11 PM 4:25
FEDERAL MARITIME COMM

EFFECTIVE
SEP 25 2010

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 are authorized to cause Inttra, 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) 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.

g) The ocean common carrier Shareholder Parties may caucus, discuss and reach common positions with respect to matters covered by this Article 5 for purposes of communicating such positions to other Shareholder Parties.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

RECEIVED
SEP 2 5 2010

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

The rights and obligations of the Shareholder Parties (including those Shareholder Parties that are not ocean common carriers) via-a-vis one another and Inttra, Inc. shall be governed by the terms of a separate Stockholders' Agreement and such other corporate documents as may be deemed necessary and appropriate, as said Stockholders' Agreement and other corporate documents may be amended from time to time.

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.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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.

(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.

ARTICLE 8: Voting and Delegation of Authority

a) Amendments to this Agreement shall require the unanimous consent of all ocean common carrier Shareholder Parties, and voting on all other decisions hereunder shall be conducted in accordance with Delaware General Corporation Law and/or the Articles of Incorporation and Bylaws of Inttra, Inc.

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.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

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.

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

Signature Page

IN WITNESS WHEREOF, the Parties have agreed this 14TH day of May, 2014, to amend this Agreement as per the attached pages and to file same with the U.S. Federal Maritime Commission.

A.P. MOLLER-MAERSK A/S
trading under the name of Maersk Line

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

CMA CGM

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

HAMBURG SÜDAMERIKANISCHE DAMPFSCHIFFFAHRTS-GESELLSCHAFT KG

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

MEDITERRANEAN SHIPPING COMPANY, S.A.

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

HAPAG-LLOYD AG

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

NIPPON YUSEN KAISHA

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

ALIANÇA NAVEGAÇAO E LOGISTICA LTDA.

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

SAFMARINE MPV N.V.

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

UNITED ARAB SHIPPING COMPANY (S.A.G.)

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

TASMAN ORIENT LINE C.V.

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

LEGAL\18989313\1

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

Signature Page (continued)

MITSUI O.S.K. LINES, LTD.

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

KAWASAKI KISEN KAISHA, LTD.

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

MISC BERHAD

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

COMPANIA SUD AMERICANA DE VAPORES, S.A.

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

COMPANHIA LIBRA DE NAVEGACAO

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

NORASIA CONTAINER LINES LIMITED

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

EMIRATES SHIPPING LINES

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

HYUNDAI MERCHANT MARINE CO., LTD.

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

COSCO CONTAINER LINES CO., LTD.

By:_____
Name: Wayne Rohde
Title: Attorney-in-fact

LEGAL\18989313\1

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

Signature Page (continued)

HANJIN SHIPPING CO., LTD.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

ZIM INTEGRATED SHIPPING SERVICES, LTD.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

GOLD STAR LINE LTD.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

EVERGREEN LINE JOINT SERVICE AGREEMENT

By:
Name: Wayne Rohde
Title: Attorney-in-fact

CHINA SHIPPING CONTAINER LINES COMPANY LIMITED

By:
Name: Wayne Rohde
Title: Attorney-in-fact

APL CO. PTE LTD./AMERICAN PRESIDENT LINES, LTD.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

INTERMARINE LLC

By:
Name: Wayne Rohde
Title: Attorney-in-fact

COMPANIA CHILENA DE NAVAGACION INTEROCEANICA S.A.

By:
Name: Wayne Rohde
Title: Attorney-in-fact

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

Signature Page (continued)

YANG MING MARINE TRANSPORT CORPORATION

By : _____
Name: Wayne Rohde
Title: Attorney-in-fact

U.S. OCEAN, LLC

By : _____
Name: Wayne Rohde
Title: Attorney-in-fact

INDUSTRIAL MARITIME CARRIERS, LLC

By: _____
Name: Wayne Rohde
Title: Attorney-in-fact

LEGAL\18989313\1

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

APPENDIX A: PARTIES TO THE AGREEMENT

A. SHAREHOLDER PARTIES

A.P. MOLLER-MAERSK A/S trading under the name of Maersk Line (effective February 12, 2006)
50, Esplanaden
DK-1098 Copenhagen, Denmark

Hamburg Südamerikanische Dampfschifffahrts-Gesellschaft KG
Willy-Brandt 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 AG
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

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

ORIGINAL

RECEIVED
2014 JAN 30 AM 10:46
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

EFFECTIVE
JAN 3 0 2014

Safmarine MPV N.V.
Schalienstraat 5
2000 Antwerp, Belgium

Nippon Yusen Kaisha
3-2 Marunouchi 2-chome,
Chiyoda-ku,
Tokyo 100, Japan

Tasman Orient Line C.V.
Schouwburgplein 30-34
3012 CL Rotterdam
PO Box 21153 3001 AD
The Netherlands

Mitsui O.S.K. Lines, Ltd.
1-1, Toranomon 2-Chome
Minato-ku, Tokyo 105-91
Japan

Kawasaki Kisen Kaisha, Ltd.
Hibiya Central Building
2-9, Nishi-Shinbashi 1-Chome
Minato-ku, Tokyo 105-91
Japan

Yang Ming Marine Transport Corporation
271 Ming De 1st Road
Chidu, Keelung, Taiwan 206
Republic of China

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

RECEIVED
2009 MAY -6 PM 4:16
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

EFFECTIVE
MAY 6 2009

Compañia Sud Americana de Vapores, S.A.
Plaza Sotomayor 50
P.O. Box 49
Valparaiso, Chile

Companhia Libra de Navegaçao
Rua Sao Bento 8-8 Andar
Rio de Janeiro RJ, Brazil

Norasia Container Lines Limited
18/2 South Street
Valletta, Malta

MISC Berhad
Menara Dayabumi
Jalan Sultan Hishamuddin
P.O. Box 10371
50712 Kuala Lumpur
Malaysia

Hyundai Merchant Marine Co., Ltd.
2-15th Floor, Mukyo Hyundai Building
96, Mukyo-Dong, Chung-Ku
Seoul, Korea

Emirates Shipping Lines
c/o Emirates Shipping (Hong Kong) Ltd.
21/F Convention Plaza
1 Harbour Road
Wanchai, Hong Kong

Cosco Container Lines Co., Ltd.
1551-1555, Chang Yang Road
Shangahi, 200090
People's Republic of China

Hanjin Shipping Co., Ltd.
25-11 Yoido-dong, Youngdeungpo-ku
Seoul, Korea

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

ORIGINAL

RECEIVED
2014 MAY 14 PM 3:17
OFFICE OF THE SECRETARY
FEDERAL MARITIME COMM

EFFECTIVE
MAY 14 2014

Zim Integrated Shipping Services, Ltd.
9 Andrei Sakharov Street
"Matam" – Scientific Industries Center
P.O.B. 1723
Haifa, 31016 Israel

Gold Star Line Ltd.
138 Gloucester Road
11/Floor Allied Kajima Building
Wanchai, Hong Kong

Evergreen Line Joint Service Agreement, FMC No. 011982
No. 163, Sec. 1, Hsin-Nan Road
Luchu Hsian, Taoyuan Hsien, 338, Taiwan

China Shipping Container Lines Company Limited
No. 450 Fushan Road
Pudong New Area
Shanghai, P.R. China
200122

APL Co. Pte Ltd./American President Lines, Ltd. (collectively "APL")
456 Alexandra Road
#06-00
NOL Building
Singapore 119962

and

16220 N. Scottsdale Road
Suite 330
Scottsdale, AZ 85254-1781

Compania Chilena de Navegacion Interoceanica S.A.
Plaza de la Justicia Nr. 59
Valparaiso, Chile

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017

EFFECTIVE
MAY 1 4 2014

Industrial Maritime Carriers, LLC
c/o Intermarine LLC
55 Waugh Drive
Suite 300
Houston, TX 77007

U.S. Ocean, LLC
c/o Intermarine LLC
55 Waugh Drive
Suite 300
Houston, TX 77007

FMC Agreement No.: 011733-033 Effective Date: Wednesday, May 14, 2014
Downloaded from WWW.FMC.GOV on Thursday, April 27, 2017