

5.2 The Parties in their capacity as Active Members or Regulated Participants of the DCSA and acting within the DCSA, are authorized to:

(a) meet, discuss, exchange information and data, negotiate, and agree upon all matters related to the development, establishment, standardization, and harmonization of terminology, guidelines, and standards for information technology utilized in any aspect of the movement of containers or services ancillary thereto, including the exchange of container data in the internet of things, data security, software, blockchain, electronic communications (including communications with and provision of data to customs authorities, communications between carriers/vessels and terminals or other facilities, communications between carriers and customers, and communications between carriers in different transport modes), and electronic bills of lading and/or other transportation related documents. The Parties are authorized to maintain and revise such standards as they may agree from time to time.

(b) exchange, develop and contract for the development and/or provision of information, statistics, reports, studies, technology, software, and other data pertinent to matters within the scope of Article 5.2.

(c) meet with shippers, logistics providers, operators of other modes of transportation, the owners or operators of terminals, inland depots, and other facilities, vendors, software and hardware developers, trade and other associations, consultants, experts, and government officials to discuss, ~~and~~ agree upon and work collaboratively with any of the foregoing with respect to matters within the scope of Article 5.2; provided, however, that any such non-regulated entity's

participation in activities under this Agreement does not bring it under the Commission's jurisdiction, nor does it confer antitrust immunity on the non-regulated entity under the Shipping Act; provided further, that the participation of such non-regulated entities in activities under the Agreement shall not affect the regulatory jurisdiction of the Commission or the antitrust immunity conferred by the Shipping Act on Parties for activities under this Agreement.¹

¹ The Parties understand that pursuant to 46 U.S.C. 40307(b)(1), this authority does not provide the Parties hereto with immunity from the U.S. antitrust laws with respect to any agreement with or among air carriers, rail carriers, motor carriers, or common carriers by water relating to transportation within the United States.

Appendix A

I. Parties to the Agreement

1. Maersk Line A/S
50, Esplanaden
DK-1098 Copenhagen, Denmark
2. Hapag-Lloyd AG,
Ballindamm 25
20095 Hamburg, Germany
3. CMA CGM S.A.
4, Quai D'Arenc
P.O. Box 2409 13215
Marseilles Cedex 02 France
4. MSC Mediterranean Shipping Company S.A.
12 – 14 Chemin Rieu
1208 Geneva
Switzerland
5. Ocean Network Express Pte. Ltd.
7 Straights View
#16-01 Marina One East Tower
Singapore 018936
6. Hyundai Merchant Marine Co., Ltd.
194, Yulgok-ro, Jongno-gu,
Seoul 110-754, Korea
7. ZIM Integrated Shipping Services Ltd.
9 Andrei Sakharov Street
Haifa, Israel
8. Yang Ming Marine Transport Corp.
271 Ming De 1st Road, Cidu District, Keelung 20646
Taiwan

9. Evergreen Marine Corp. (Taiwan) Ltd.
No. 166, Sec. 2, Minsheng East Rd.,
Jhongstan Dist., Taipei 104 Taiwan

II. Regulated Participants

[NONE]