

ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Maersk/MSC/ZIM USPNW Cooperative Working Agreement (“Agreement”).

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to authorize the parties to engage in cooperative activities in the Trade (as hereinafter defined), as set forth in Article 5 hereof.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement are:

1. Maersk Line A/S (“Maersk”)
Esplanaden 50
1098 Copenhagen K
Denmark

and

MSC Mediterranean Shipping Company SA (“MSC”)
12-14 Chemin Rieu
1208 Geneva
Switzerland

(acting as a single party)

2. ZIM Integrated Shipping Services Ltd. (“ZIM”)
9 Andrei Sakharov Street
Haifa, Israel

Maersk, MSC and ZIM are sometimes referred to individually as a “Line” or “Lines.”

Maersk and MSC are sometimes referred to jointly as the “2M Parties”. The 2M Parties and ZIM are sometimes referred to individually as a “Party” and jointly as “Parties.”

9.5 The seat of any arbitration pursuant to this Article 9 shall be London and the language to be used in the arbitral proceedings shall be English.

9.6 The rights provided herein are without prejudice to the Parties' rights at law or in equity.

ARTICLE 10: MISCELLANEOUS

10.1 No Party or Line may assign or transfer its rights or obligations under this Agreement in part or in full to any third party, company, firm or corporation without the prior written consent of the other Party or Lines, which consent may be withheld for any reason.

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

10.3 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.

10.4 Communication of all written notices required pursuant to this Agreement shall be sent by e-mail, fax or letter to the following addresses or as otherwise advised:

To: Maersk ~~Line~~-A/S

50 Esplanaden
1098 Copenhagen K
Denmark

Attention: ~~Anders Boenaes~~ [Lars Mikael Jensen](#)
E-Mail: ~~Anders.Boenaes@maersk.com~~ Lars.Mikael.Jensen@maersk.com
Telephone: +45 3363 47174784
Fax: +45 33 63 46 39

To: MSC Mediterranean Shipping Company SA

12-14 Chemin Rieu
1208 Geneva
Switzerland

Attention: Caroline Becquart
E-mail: caroline.becquart@msc.com
With a copy to: CH001-corporatelegal.notices@msc.com
Telephone: +41 22 703 8888
Fax: +41 22 703 8787

To: ZIM Integrated Shipping Services Ltd

9 Andrei Sakharov Street
Haifa, Israel

Attention: Nissim Yochai, EVP Pacific and Rani Ban Yehuda, EVP Cross Suez & Atlantic
Email: Yochai.nissim@zim.com; ben-yehuda.rani@zim.com
Telephone: +852 2598 5353

All notices sent by a Party, must be sent to both of the other Parties, even where the relevant reference in this Agreement is to a Party. Any notice sent in relation to this Agreement shall be effective upon receipt of the first notice, whichever method is used. A notice of termination, must also be sent by registered mail or courier, even if the first notice is sent by an alternative method.

10.5 The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not, unless otherwise expressly stated, preclude any