

Original Title Page

WORLD SHIPPING COUNCIL AGREEMENT

A Cooperative Working Agreement

FMC Agreement No. 201349

Expiration Date: None

This Agreement Has Not Been Published Previously

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ARTICLE 1: NAME OF THE AGREEMENT

This agreement shall be known as the World Shipping Council Agreement (“the Agreement”).

ARTICLE 2: PURPOSES OF THE AGREEMENT

The World Shipping Council (“WSC”) is a trade association that provides a unified voice for the global liner shipping industry on public policy matters impacting the industry. Since its establishment in 2000, WSC has interfaced with governments and advocated industry positions with regard to laws, policies, rules and regulations of governments and international organizations affecting liner carriers, and increased governmental and public awareness of the importance, necessity and efficiency of liner carrier services. The members of WSC have decided to expand the scope of issues to be addressed by and within WSC to include certain issues which would arguably fall within the FMC’s jurisdiction. The purpose of this Agreement is to comply with the Shipping Act by authorizing the parties hereto to discuss, communicate, and cooperate with regard to all matters as set forth in this Agreement.

ARTICLE 3: PARTIES

The Parties to the Agreement are the individual ocean common carrier members of WSC, which are listed in Appendix A hereto (hereinafter referred to individually as a “Party” and jointly as the “Parties”), as may be amended from time to time.

ARTICLE 4: GEOGRAPHIC SCOPE

As a trade association, the geographic scope of this Agreement is defined by reference to the industry issues and policy matters upon which the WSC members are involved, rather than the specific markets and trades served by the Parties. This Agreement covers the general subject of international liner shipping worldwide, including in the U.S. international trades within the jurisdiction of the Federal Maritime Commission.¹

ARTICLE 5: AUTHORITIES

5.1 Under this Agreement, the Parties, between and among themselves, and with other members of WSC (see Articles 5.4 and 8.2) are authorized to exchange information, discuss, and reach voluntary, non-binding agreement (including best practices and/or guidelines for voluntary implementation of best practices), with respect to any of the following matters:

(a) environmental and climate-related matters relating to vessel emissions (liquid, gas and/or solid), ship recycling, cold-ironing, ballast water exchange, plastics at sea, noise pollution, the protection of threatened and endangered species, vessel operations in environmentally sensitive regions (including the Arctic, Antarctic, and/or other areas where vessel operations may affect wildlife), requirements of or under consideration by state, national, regional or international governments or institutions relating to vessel fuel

¹ Although the activities described herein shall also be undertaken with respect to trades between countries other than the United States, such trades are not within the scope of the U.S. Shipping Act or the jurisdiction of the Federal Maritime Commission ("FMC") and therefore are not included in this Agreement.

types and usage, and the development and/or use of alternative vessel fuels and energy-efficient technologies.

(b) legal and regulatory matters relating to competition laws or antitrust laws and the application of same to the ocean transportation industry, including the adoption and/or maintenance of competition law exemptions for cooperative arrangements in liner shipping; trade, customs and security laws; regulation of liner shipping, cargo liability laws and/or treaties; import, export, or trade tariffs; and economic sanctions, laws or regulations.

(c) positions to be taken with respect to international agreements, treaties, and conventions (whether multi-lateral or bi-lateral) and/or national or supra-national laws relating to tonnage, income, or other taxes, or international trade (including the imposition of tariffs on imports and/or exports in any country or region).

(d) positions to be taken with respect to requirements of or under consideration by state, national, regional or international governments or institutions relating to transportation infrastructure; cargo and supply chain fluidity; port and terminal operations; inland operations impacting the provision of ocean and intermodal transportation services; cargo handling/processing infrastructure and facilities; canal operations and toll systems; and related industry practices or policies.

(e) safety and security issues relating to the packing, labeling, stowage and handling of dangerous cargoes; the proper packing, stowage and lashing of cargo; piracy; vessel and crew security and health, including positions to be

taken in response to requirements of or under consideration by state, national, regional or international governments or institutions relating to global pandemics; screening, scanning and/or weighing cargo; pest infestation of cargo, containers and/or vessels; security and customs requirements (including crew immigration); counterfeit goods; smuggling of contraband; human or wildlife trafficking; containers lost at sea; vessel fires; vessel automation; and technological advancements in vessel operation and navigation.

(f) positions to be taken with respect to requirements of or under consideration by state, national, regional or international governments, institutions, and standards bodies relating to information technology, data submission standards, customs matters (including container inspection and sealing), cybersecurity, safety or performance standards for electronic container monitoring devices, or electronic bills of lading and other transportation related documents; provided that the Parties shall not develop or adopt digital standards for the format, content, transmission, or use of digital information.

(g) activities covered by Article 6 hereto.

5.2 The Parties hereto, acting through WSC are authorized to discuss and take common positions relating to the subjects within the scope of Articles 5.1 with industry stakeholders (such as ocean carriers and other industry organizations, cargo owners, ocean transportation intermediaries, customs brokers, terminal operators, and inland carriers or providers of services relating to ocean transportation, such as cargo surveyors, security companies, pilots, tug operators, and line handlers); provided, however, that all common positions

reached by the Parties hereto acting through WSC shall be entirely voluntary, and no Party shall be bound by any such common position, and provided further that nothing herein authorizes the Parties hereto to engage in any joint commercial negotiations with any stakeholder or service provider, vendor or cargo interest.

5.3 Nothing in this Agreement shall be construed as obligating any Party to discuss, provide or exchange any information with any other Party or Parties. If any discussion or exchange of information results in the Parties' adoption of any voluntary, non-binding agreement (including best practices and/or guidelines for voluntary implementation of best practices), those agreements shall be subject to the requirements of all applicable laws and to the right of each Party to independent action and to necessary approvals or requirements of Governments.

5.4 Nothing in this Agreement authorizes the Parties to discuss or agree upon: (a) the vessel capacity to be deployed by any of them, current, future or proposed; or (b) the terms and conditions under which any member provides ocean transportation services to its customers.

5.5 It is understood that to the extent any entity not a person subject to the Shipping Act of 1984, as amended, that is a member of WSC joins in activities of the Parties under this Agreement, such participation does not bring such entity(ies) under the FMC's jurisdiction, nor does it confer antitrust immunity on the non-regulated entity under the Shipping Act; provided that the participation of such non-regulated entities in activities under the Agreement is

understood to have no effect on the regulatory jurisdiction of the FMC or the antitrust immunity conferred by the Shipping Act on the Parties for their activities under this Agreement.

ARTICLE 6: TRADE ASSOCIATION ACTIVITIES

Since it was established as a non-profit corporation and trade association, WSC has undertaken and will continue to undertake certain public policy activities and initiatives on behalf of its members that are constitutionally protected and exempt from the U.S. antitrust laws under the decisions in *Noerr-Pennington* and its progeny.

ARTICLE 7: ADMINISTRATION OF AGREEMENT

7.1 The operation of WSC shall be governed, and this Agreement shall be administered, in accordance with the WSC Bylaws, attached hereto as Appendix B.

7.2 The Parties acting through WSC may from time to time establish such standing and/or ad hoc councils, committees, or working groups as they deem necessary or desirable, as set forth in Appendix B.

7.3 Upon action taken by the Parties hereunder, the WSC Secretariat and Agreement counsel are hereby authorized to prepare amendments to this Agreement and information relating thereto, and to execute and file same with the Federal Maritime Commission.

ARTICLE 8: MEMBERSHIP

8.1 Any ocean common carrier meeting the WSC member eligibility criteria established pursuant to Appendix B may become a party to this Agreement.

8.2 All WSC members that are ocean common carriers shall be Parties to this Agreement. Those members of WSC that are not ocean common carriers will not be Parties to this Agreement. Membership in WSC may be held by an entity that is not an ocean common carrier in its own right, but which is the parent company of one or more ocean common carriers. In such cases, the parent company shall be the member of WSC and the ocean common carrier(s) shall be party to this Agreement.

8.3 This Agreement shall be amended to reflect the addition of any new members to WSC or the resignation of any members from WSC.

ARTICLE 9: VOTING

9.1 Except as otherwise provided herein, voting shall be in accordance with Appendix B. Except as otherwise provided in Article 8.3, amendments to this Agreement shall require a three-quarters vote of the Parties.

9.2 All actions taken by the Parties hereunder acting through WSC, including discussion or exchange of information, participation in any standing and/or ad hoc councils, committees, or working groups, and adoption of any voluntary, non-binding agreements and/or common positions relating to the subjects within the scope of Articles 5.1, shall be entirely voluntary and no Party shall be bound by any such actions.

ARTICLE 10: DURATION AND TERMINATION

10.1 This Agreement shall become effective on the date it enters into effect under the U.S. Shipping Act of 1984, as amended, and shall remain in effect indefinitely thereafter.

10.2 This Agreement may be terminated by a vote of three-quarters of the Parties.

ARTICLE 11: GENERAL PROVISIONS

11.1 This Agreement does not create an association, joint venture, partnership, employment relationship, or other agency relationship between or among any of the Parties hereto or between any Party hereto and any person acting in connection with this Agreement. Neither does it create any entity with a legal personality or give rise to any joint liability or indemnity obligation on the part of any Party, nor does any Party authorize acceptance of service of process by anyone on its behalf.

11.2 If any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement shall nonetheless remain in full force and effect. Upon a determination that any term or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable

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manner in order that the activities contemplated hereby be undertaken as originally contemplated to the fullest extent possible.

[SIGNATURE PAGE FOLLOWS]

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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 30th day of November 2020.

COSCO SHIPPING LINES CO.,
ORIENT OVERSEAS CONTAINER LINE
LTD., and OOCL (EUROPE) LIMITED
(acting as a single party)



By: _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

CMA CGM S.A., APL CO. PTE LTD.,
AMERICAN PRESIDENT LINES LLC
and ANL SINGAPORE PTE LTD.
(acting as a single party)



By: _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

CROWLEY CARIBBEAN SERVICES, LLC
and CROWLEY LATIN AMERICA
SERVICES, LLC (acting as a single party)



By: _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

EVERGREEN MARINE CORPORATION
(TAIWAN) LTD.



By: _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

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SIGNATURE PAGE (continued)

HAPAG-LLOYD AG

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

HMM COMPANY LIMITED

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

INDEPENDENT CONTAINER LINE, LTD.

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

KAWASAKI KISEN KAISHA LTD.

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

MAERSK A/S and HAMBURG
SUDAMARIKANISCHE
DAMPFSCHIFFFAHRTS
GESELLSCHAFT KG
(acting as a single party)

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

MSC MEDITERRANEAN
SHIPPING COMPANY SA

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

mitsui O.S.K. LINES, LTD.

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

NIPPON YUSEN KAISHA

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

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SIGNATURE PAGE (continued)

OCEAN NETWORK EXPRESS
PTE LTD.

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

WALLENIUS WILHELMSSEN
OCEAN AS

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

WAN HAI LINES LTD. and
WAN HAI LINES (SINGAPORE)
PTE LTD. (acting as a single party)

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

YANG MING MARINE TRANSPORT CORP.

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

ZIM INTEGRATED SHIPPING
SERVICES, LTD.

By:  _____

Name: Robert K. Magovern

Title: Attorney-in-Fact

MATSON NAVIGATION COMPANY, INC.

By: _____

Name: Matthew J. Cox

Title: Chairman and Chief Executive Officer

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SIGNATURE PAGE (continued)

OCEAN NETWORK EXPRESS
PTE LTD.

WALLENIUS WILHELMSSEN
OCEAN AS

By: _____

By: _____

Name: Robert K. Magovern

Name: Robert K. Magovern

Title: Attorney-in-Fact

Title: Attorney-in-Fact

WAN HAI LINES LTD. and
TRANSPORT CORP.
WAN HAI LINES (SINGAPORE)
PTE LTD. (acting as a single party)

YANG MING MARINE

By: _____

By: _____

Name: Robert K. Magovern

Name: Robert K. Magovern

Title: Attorney-in-Fact

Title: Attorney-in-Fact

ZIM INTEGRATED SHIPPING
SERVICES, LTD.

MATSON NAVIGATION COMPANY, INC.

By: _____

By:  _____

Name: Robert K. Magovern

Name: Matthew J. Cox

Title: Attorney-in-Fact

Title: Chairman and Chief Executive Officer

PARTIES

COSCO SHIPPING LINES CO., LTD.,
ORIENT OVERSEAS CONTAINER LINE LTD., and
OOCL (EUROPE) LIMITED (acting as a single party)
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PARTIES

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WAN HAI LINES (SINGAPORE) PTE LTD.
(acting as a single party)
10th Floor
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YANG MING MARINE TRANSPORT CORP.
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ZIM INTEGRATED SHIPPING SERVICES, LTD.
Andrei Sakharov Street 9
Haifa, Israel

MATSON NAVIGATION COMPANY, INC.
1411 Sand Island Parkway
Honolulu, HI 96819

As Amended August 20, 2020

BYLAWS
OF
WORLD SHIPPING COUNCIL

ARTICLE ONE
OFFICES

The corporation is organized under the laws of the District of Columbia and may have such offices as the board of directors may determine from time to time.

ARTICLE TWO
PURPOSE

Section 1. Purpose. The purpose of the corporation is to establish a unified voice for the global liner shipping industry, including container and roll-on/roll-off carriers, and promote and improve business conditions for liner carriers by studying and advocating industry positions with regard to laws, regulations, policies, rules and guidelines of governments and international organizations, and increasing governmental and public awareness of the importance, necessity and efficiency of liner carrier services.

Section 2. Excluded Items. The corporation shall not become involved in or take positions on issues related to U.S.-flag vessels, such as subsidies to U.S.-flag vessels, cargo preferences for U.S.-flag vessels, or the exclusive right of U.S.-flag vessels to engage in the U.S. domestic trades. The corporation shall not be used by a member or members to discuss or agree upon commercial or operational matters including, but not limited to, transportation rates, charges and services offered by members to their customers. This Section 2 may be amended only by unanimous vote of all the members entitled to vote.

ARTICLE THREE
MEMBERS

Section 1. Classes of Members. There shall be one class of members.

Section 2. Eligibility of Members. Any liner carrier owning, operating or chartering vessels in international trade that desires to become a member of the corporation shall submit a written application to the corporation. Each application shall be considered by the board of directors and such membership shall be approved upon a three-quarters (3/4) vote of the board of directors. Applicants whose applications are so approved shall become members of the corporation on payment of the required dues.

Section 3. Member Voting Rights. Each member shall be entitled to one vote on each matter submitted to a vote of the members.

Section 4. Termination of Membership. Any member may be suspended or expelled either for cause or if that member is in default in the payment of dues, or terminated if that member becomes ineligible for membership, upon a three-quarters (3/4) vote of the board of directors.

Section 5. Resignation/Financial Commitment. Any member may resign at any time on no less than six (6) months' notice by sending a written notice of resignation notifying the Chairman of the board of directors.

Section 6. Reinstatement. Upon written request, and a three-quarters (3/4) vote of the board of directors, a former member may be reinstated to membership on such terms as the board of directors may reasonably deem appropriate.

Section 7. Transfer of Membership. Membership in this corporation is not transferable or assignable except as approved by a three-quarters (3/4) vote of the board of directors.

Section 8. FMC Agreement. Members that are ocean common carriers within the meaning of the U.S. Shipping Act, as amended, shall be parties to the cooperative working agreement initiated by the corporation that will be filed with the Federal Maritime Commission ("FMC"). Members that are not ocean common carriers will not be parties to any such FMC Agreement. Actions taken by the parties to the FMC Agreement shall be voluntary, and no party to the FMC Agreement shall be bound by any action taken thereunder.

ARTICLE FOUR MEETINGS OF MEMBERS

Section 1. Annual Meeting. An annual meeting of the members shall be held for the purpose of electing directors and for the transaction of such other business as may come before the meeting. All member meetings shall comply with applicable legal and regulatory requirements. Annual meetings may be held, and members may individually participate in, an annual meeting physically in person or remotely by means of telephone conference, online or video conference, or any other means of communication by which all persons participating in the meeting can speak and are able to hear one another. Such participation shall constitute presence in person at the meeting. The chosen forum of the annual meeting shall have no effect on the voting required for actions to be taken or decisions to be made at such meeting under these Bylaws.

Section 2. Special Meetings. Special meetings of the members may be called by the Chairman of the board of directors, a three-quarters (3/4) vote of the board of directors, any two (2) members, or the president and CEO of the corporation at a place designated by the board of directors. Special meetings may be held, and members may individually participate in, a special meeting physically in person or remotely by means of telephone conference, online or video conference, or any other means of communication by which all persons

participating in the meeting can speak and are able to hear one another. Such participation shall constitute presence in person at the meeting. The chosen forum of the special meeting shall have no effect on the voting required for actions to be taken or decisions to be made at such meeting under these Bylaws.

Section 3. Proxies. At any meeting of members, a member may vote by proxy executed in writing by the member or by his duly authorized attorney in fact.

Section 4. Member Decisions. A three-quarters (3/4) vote of the members who choose to exercise their vote option at a meeting in which there is a quorum shall be required for any act of the members taken at a meeting, unless the act of a greater number is required by law or by these Bylaws. Decisions on positions advocated or developed by the corporation ("External Matters") shall define the position of the corporation, but no such decision shall be binding on any member. For the avoidance of doubt, no decision on External Matters taken by the Corporation shall limit or restrict any member from taking a different position on any such External Matters. For purposes of clarity, External Matters shall not include internal governance or administrative matters of the corporation, such as budget and dues, election of directors or a board chairman, approval of new members or termination of current members, and changes to the Bylaws.

Section 5. Quorum. A minimum of sixty percent (60%) of all the members shall constitute a quorum for the transaction of business at any meeting of the members.

Section 6. Notice. Notice stating the place, day and hour of any meeting of members shall be given at least ten (10) days prior to such meeting by written notice delivered personally, via courier delivery service (e.g. Federal Express), by email or other electronic means. If sent by electronic means, the notice shall be deemed delivered on the date of transmission if such date is a business day, or otherwise shall be deemed delivered on the immediate next business day. The purpose or purposes for which the meeting is called shall be stated in the notice. In circumstances requiring urgent actions, this notice requirement can be waived by a three-quarters (3/4) vote of the members by email or other electronic means.

ARTICLE FIVE
BOARD OF DIRECTORS

Section 1. General Powers. The affairs of the corporation shall be managed by the board of directors.

Section 2. Number, Tenure, Qualifications, and Chairman.

a. The corporation shall have a minimum of seven (7) directors and a maximum of twenty (20) directors. All members shall be entitled to designate one (1) representative to serve as a director on the corporation's board of

directors. Should the board be comprised of the maximum twenty (20) directors, any additional members not already on the board shall be entitled to designate a representative to serve as a director on a first-come, first served basis as soon as a board seat becomes available. Member representatives that meet the criteria set forth in subsection 2(b) herein are permitted to nominate themselves to serve as a director. Members shall notify the Chairman of the board of directors of their self-nominations, who shall further notify the other directors. Unless a maximum of twenty (20) directors is reached, self-nominations to serve on the board shall be effective upon notification to the board of directors.

b. Participation as a director of the corporation shall be available to any chief executive officer or equivalent of any member in good standing. Senior executives of a member or member's affiliate may also participate on the board, provided that the individual (i) is nominated by the CEO of the respective member, (ii) has decision-making authority for the member, and (iii) participates for a renewable term of two (2) years. All CEO representatives on the board shall continue to hold their position as director until their successor is appointed. Any non-CEO participant on the board shall be subject to a renewable term of two (2) years. Directors need not be residents of the District of Columbia.

c. The board of directors shall, by a three-quarters (3/4) vote, elect a chairman of the board of directors, who shall serve a two (2) year term, or until that individual's successor is appointed. The chairmanship may be shared by two directors upon approval by the board. The chairman of the board shall rotate among directors serving on the board. The chairman of the board of directors shall preside over all meetings of the members and board of directors. In the absence of the chairman at such meeting, the board shall designate an acting chairman to preside at such meeting. The chairman can be removed by a three-quarters (3/4) vote of the board of directors.

Section 3. Regular Meetings. A regular meeting of the board of directors shall be held, immediately after or before or at the same time as, and at the same place as, the annual meeting of members. All meetings of the board of directors shall comply with applicable legal and regulatory requirements. A regular board meeting may be held, and directors may individually participate in, a regular board meeting physically in person or remotely by means of telephone conference, online or video conference, or any other means of communication by which all persons participating in the meeting are able to speak and hear one another. Such participation shall constitute presence in person at the meeting. The chosen forum of the regular meeting of the board shall have no effect on the voting required for actions to be taken or decisions to be made at such meeting under these Bylaws.

Section 4. Special Meetings. Special meetings of the board of directors may be called by or at the request of the chairman, any two (2) directors, or the president and CEO and shall be held at such place as the board may determine. A special board meeting may be held, and directors may individually participate in, a special board meeting physically in person or

remotely by means of telephone conference, online or video conference, or any other means of communication by which all persons participating in the meeting are able to speak and hear one another. Such participation shall constitute presence in person at the meeting. The chosen forum of the special meeting of the board shall have no effect on the voting required for actions to be taken or decisions to be made at such meeting under these Bylaws.

Section 5. Limitation on Alternates. A director may not delegate or assign to any other person the right to participate in Board meetings or to cast votes. Notwithstanding the preceding sentence, a CEO or equivalent may replace a director with less executive authority from the same member or member's affiliate for a particular meeting provided that at least five days' advance notice is provided to the chairman.

Section 6. Board Decisions. A three-quarters (3/4) vote of the directors who choose to exercise their vote option at a meeting in which there is a quorum shall be required for all acts of the board taken at a meeting, unless the act of a greater number is required by law or by these Bylaws.

Section 7. Quorum. The presence of fifty percent (50%) of all directors shall constitute a quorum; provided, however, that if the board of directors is comprised of seven (7) directors, then three (3) directors shall constitute a quorum.

Section 8. Notice. Notice of any meeting of the board of directors shall be given at least ten (10) days prior to such meeting by written notice delivered personally, via courier delivery service (*e.g.* Federal Express), by email or other electronic means. If sent by electronic means, the notice shall be deemed delivered on the date of transmission if such date is a business day, or otherwise shall be deemed delivered on the immediate next business day. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. The business to be transacted at the meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these Bylaws. In circumstances requiring urgent actions, this notice requirement can be waived by a three-quarters (3/4) vote of the board of directors by email or other electronic means.

ARTICLE SIX OFFICERS AND STAFF

Section 1. Officers. The officers of the corporation shall be a president and CEO, one (1) or more vice presidents (the number thereof to be determined by the board of directors), and a treasurer. Any two (2) or more offices may be held by the same person, except the president and treasurer.

Section 2. Election and Term of Office. All the officers of the corporation shall be elected by a three-quarters (3/4) vote of the board of directors, for terms to be decided by the board of directors. All officers,

including the president and CEO, shall hold office until their successors have been duly elected.

Section 3. Removal. Any officer elected or appointed by the board of directors may be removed by a three-quarters (3/4) vote of the board of directors whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors for the unexpired portion of the term.

Section 5. Powers and Duties. The officers shall have such powers and shall perform such duties as may from time to time be specified in resolutions or other directives of the board of directors. In the absence of such specifications, each officer shall have the powers and authority and shall perform and discharge the duties of officers of the same title serving in nonprofit corporations having the same or similar general purposes and objectives as this corporation.

Section 6. Staff. The corporation may appoint designated professional staff to assist the officers in the day-to-day functions of the corporation as decided by the board of directors.

ARTICLE SEVEN

COMMITTEES OF DIRECTORS AND SUBJECT MATTER COUNCILS

Section 1. Board Committees. The board of directors may, by a three-quarters (3/4) vote of the directors, designate one (1) or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in such resolution, shall have and exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed on it or the individual director by law.

Section 2. Functional Councils.

a. The board of directors may, by a three-quarters (3/4) vote of the directors, establish, abolish and define the subject matter scope of any such functional councils as it deems necessary and proper to carry out the purposes of the corporation.

b. The functional councils shall be made up of member representatives with appropriate expertise and responsibilities within their respective companies. In coordination with the president and CEO, officers, and designated professional staff of the corporation, and under the ultimate direction of the board of directors, the councils shall coordinate programs, policies, regulatory initiatives, public positions of the corporation and other actions to fulfill the purposes of the corporation. In addition to furthering the

substantive work of the corporation, the councils shall provide a forum for all members to share their views on policy matters properly within the scope of the corporation's work. All actions by a council shall require a three-quarters (3/4) vote of the members of the council who choose to exercise their vote option. No member shall be required to participate on any functional council established by the board of directors, or be required to vote on any decisions to be made or actions to be taken by a functional council. All actions taken by any functional council shall be voluntary, and no member participating on any functional council shall be bound by such actions.

c. The following councils are hereby authorized as of the effective date of this Article Seven, Section 2:

- i. Environment and Climate
- ii. Safety and Security
- iii. Industry Structure

d. Each member is entitled to designate one representative and one alternate representative for each council. The members of each council shall by nomination and three-quarters (3/4) vote (one member/one vote) choose a chairman to coordinate and organize the work of each council. The council chairs shall serve for two (2) years. Councils may meet in person or by means of telephone conference, video conference, or any other means of communication by which all persons participating in the meeting can speak and are able to hear one another. The council chair shall call meetings as required in order to conduct the business of the council, with the frequency, format and location of such meetings designed to conduct the necessary business of the council with due consideration to minimizing unnecessary cost and disruption for council members and to facilitating participation of all members. All council meetings shall comply with any legal or regulatory requirements.

e. Each council shall, through its chairman and in coordination with the president and CEO, report at least once per year to the board of directors regarding the work of that council. The chairman of each council, the chairman of the board, the president and CEO and any member representative or alternate on any council may elevate an issue to the board of directors in any case in which any such individual believes that such issue is of such legal, policy, financial or operational importance that it warrants the consideration of the board of directors.

f. In order to ensure that the corporation remains agile and responsive to issues of importance to the membership, the president and CEO shall communicate fully and regularly with the chairman of each council regarding matters that require the attention of that council.

ARTICLE EIGHT CONTRACTS, CHECKS, DEPOSITS AND GIFTS

Section 1. Contracts. The board of directors may authorize any officer or agent of the corporation to enter into any contract or execute and deliver any

instrument in the name of and on behalf of the corporation, and such authority may be general or may be confined to specific instances.

Section 2. Checks, Drafts, or Orders. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall be signed by such officer(s) or agent(s) of the corporation, and in such manner as shall from time to time be determined by the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer or the president and CEO of the corporation.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

Section 4. Gifts. The board of directors may accept on behalf of the corporation any contribution, gift, bequest or devise for any purpose of the corporation; provided such gift complies with applicable legal and regulatory requirements.

ARTICLE NINE
CERTIFICATES OF MEMBERSHIP

Section 1. Certificates of Membership. The board of directors shall, upon the request of any member, provide for the issuance of certificates evidencing membership in the corporation, which certificates shall be in such form as may be determined by the board of directors. Such certificates shall be signed by the president and CEO, vice president or treasurer and shall be sealed with the seal of the corporation.

Section 2. Issuance of Certificates. When a member has been elected to membership and has paid the dues that may then be required, a certificate of membership shall be issued in its name and delivered to it by or on behalf of an officer.

ARTICLE TEN
BOOKS AND RECORDS

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors and any committees or subject matter councils, and shall keep at the principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE ELEVEN
FISCAL YEAR

The fiscal year of the corporation shall be the annual period of August 1 – July 31, unless otherwise decided by the board of directors.

ARTICLE TWELVE
DUES

Section 1. Annual Dues. There will be five (5) categories or tiers of membership dues, which are based on the global container capacity (TEU) operated (owned and chartered) by each member, as calculated by a publicly available source to be determined by the board of directors. Members that do not operate cellular containerships shall be in the lowest membership dues tier (Tier 5). Decisions with respect to dues shall be made by a three-quarters (3/4) vote of the board of directors.

Section 2. Payment of Dues. Dues shall be billed and payable annually in advance for each annual period. Interest at the rate of ten percent (10%) per annum shall be charged on all dues payments that are delinquent for more than thirty (30) days, and such interest may only be compromised or waived for good cause as determined by the board of directors.

Section 3. Annual Review of TEU Volume for Purposes of Adjusting Dues. At the beginning of every annual period (August 1 – July 31), the dues schedule for the coming annual period shall be adjusted based on: i) the approved budget for the coming annual period, and ii) the global container capacity (TEU) operated (owned and chartered) by each member on May 1 as reported by a publicly available source to be determined by the board of directors.

Section 4. Default and Termination of Membership. When any member is delinquent in the payment of dues for a period of three (3) months, it shall not be entitled to vote and its membership may be terminated by the board of directors as provided hereinabove.

ARTICLE THIRTEEN
SEAL

The board of directors shall provide a corporate seal.

ARTICLE FOURTEEN
WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the District of Columbia Nonprofit Corporation Act or under the provisions of the Articles of Incorporation or the Bylaws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE FIFTEEN
BUDGET

At least thirty (30) days before the regular meeting of the board of directors, or within such period as the board of directors upon reasonable

notice designates, the president and CEO of the corporation shall submit an annual budget for the upcoming annual period to the board of directors for their approval. The budget shall be approved by a three-quarters (3/4) vote of the board of directors. If a proposed budget is not approved, the president and CEO shall present a revised budget for consideration taking into account the points raised by board members during discussion of the prior proposal. In the event that a budget for the upcoming fiscal year is not approved, the budget and dues levels approved for the then-current fiscal year shall become the budget and dues level for the upcoming fiscal year until such time as that budget may be amended by three-quarters (3/4) vote of the board of directors.

ARTICLE SIXTEEN
AMENDMENT OF BYLAWS AND ARTICLES OF INCORPORATION

Except as otherwise provided for herein, these Bylaws and the Articles of Incorporation of the corporation may be altered, amended or repealed, and new Bylaws or Articles may be adopted by a three-quarters (3/4) vote of the members.

ARTICLE SEVENTEEN
DISSOLUTION

The corporation may be dissolved by a three-quarters (3/4) vote of all the members. Upon dissolution, all the assets remaining after satisfying all debts, liabilities and obligations of the corporation shall be distributed to the members on a pro rata basis of their contributions; provided, however, that no member shall receive a distribution exceeding the total amount of dues it paid to the corporation.

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