

AGREEMENT BY OCEAN COMMON CARRIERS TO USE
STANDARD SERVICE CONTRACT TERMS
A Cooperative Working Agreement

FMC Agreement No. ___-201235

Expiration Date: None

Original Effective Date: _____, 2017

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SIGNATURE PAGE

APPENDIX A

ARTICLE 1: Agreement Name

This name of this agreement is the Agreement by Ocean Common Carriers to Use Standard Service Contract Terms (hereinafter, the "Agreement"), specifically when entering into service contracts via NYSHEX.

ARTICLE 2: Purpose of Agreement

NYSHEX is a digital contracting technology that enables Ocean Common Carriers, as defined by 46 CFR 530.3, to offer and Shippers, as defined by 46 CFR 530.3, including non-vessel-operating common carriers ("NVOCCs"), to search for ocean transportation rates/services, and to enter into individual service contracts covering such rates/services with a relevant Vessel Operating Common Carrier. The purpose of this Agreement is to permit the Ocean Common Carrier members of NYSHEX to agree upon the use of standard terms to be included in a service contract template, which will form the basis for service contracts entered into via NYSHEX. Such service contract template will be referred to herein as the NYSHEX Forward Contract.

ARTICLE 3: Parties to Agreement

The parties to the Agreement are the ocean common carrier members of NYSHEX (i.e. ocean common carriers that utilize NYSHEX) (jointly "Parties"). The ocean common carrier members are listed in Appendix A hereto.

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").

ARTICLE 5: Agreement Authority

a) The Parties are authorized to discuss and to agree upon language and terms to be included in the NYSHEX Forward Contract, which shall be used solely by a Party when contracting with a Shipper via NYSHEX. A Party may substitute or add terms to the NYSHEX Forward Contract when contracting with a Shipper via NYSHEX. Terms to which the Parties may discuss and agree include, but are not limited to, service commitments, booking procedures, amendments (scope, types, and process), dispute resolution, termination, use of electronic signatures, and the applicable process for filing of the service contract with the Federal Maritime Commission ("FMC"). Shippers that are participants in NYSHEX may also participate in the discussions and agreements contemplated herein.

b) Nothing in this Agreement authorizes any of the Parties to discuss, exchange or agree upon the ocean freight rates, surcharges, or accessorial that will be applicable to ocean transportation provided by a Party pursuant to the NYSHEX Forward Contract.

c) Nothing in this Agreement shall prohibit any Party from entering into a service contract outside of NYSHEX.

ARTICLE 6: Relationship Among the Parties

This Agreement does not create and shall not be interpreted as creating any partnership, joint venture or agency relationship between the Parties, or any joint liability under the law of any jurisdiction.

ARTICLE 7: Voting and Delegation of Authority

a) Amendments to add new parties to this agreement requires a simple majority of Parties to the Agreement.

b) All other amendments to this Agreement shall require unanimous agreement of all Parties to this Agreement.

c) Upon a decision by the Parties, an officer or legal counsel of any such Party or Agreement Counsel shall have the authority to file this Agreement and any modifications to this Agreement with the FMC as well as the authority to delegate same.

ARTICLE 8: Duration and Termination of the Agreement; Withdrawal

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 Parties or until all but one Party resigns. The Parties will promptly notify the FMC of the termination of this Agreement.

Any Party may resign from this Agreement on not less than thirty (30) days' notice to the other Parties. Notice of the withdrawal of any common carrier Party shall be provided to the FMC and to NYSHEX.

ARTICLE 9: 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; 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 any dispute between the Parties should arise under the Agreement, the matter in dispute shall be resolved by Arbitration conducted in accordance the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect and shall be in the English language. The Arbitration shall be held in New York, New York.

ARTICLE 10: Notices

Any notice to be given pursuant to this Agreement shall be given to each of the Parties at the address listed in Appendix A hereto, with a copy to NYSHEX, at the address it shall establish and provide to all Parties hereto.

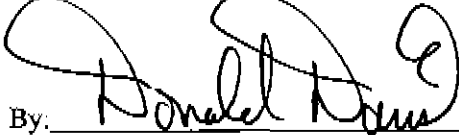
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Agreement by Ocean Common Carriers to Use
Standard Service Contract Terms
FMC Agreement No. _____
Original Page No. 5

Signature Pages

IN WITNESS WHEREOF, the parties have agreed this 16th day of November, 2017, to
this Agreement as per the attached pages and to file same with the FMC.

HAPAG-LLOYD AG

By:  _____

Name: Donald Davis

Title: Senior Vice President Regional Sales and Customer Service

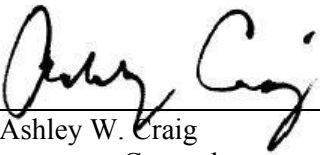
Company: Hapag-Lloyd AG

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FMC Agreement No. _____
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Signature Pages

IN WITNESS WHEREOF, the parties have agreed this 16th day of November, 2017, to
this Agreement as per the attached pages and to file same with the FMC.

MITSUI O.S.K. LINES, LTD

By:  _____
Name: Ashley W. Craig
Title: Agreement Counsel
Company: Venable LLP

Agreement by Ocean Common Carriers to Use
Standard Service Contract Terms

FMC Agreement No. _____

Original Page No. 7

Signature Pages

IN WITNESS WHEREOF, the Parties have agreed this 16th day of November, 2017, to
this Agreement as per the attached pages and to file same with the FMC.

CMA CGM S.A.

By: 
Name: David Parlongue
Title: Vice President, Strategy
Company: CMA CGM S.A.

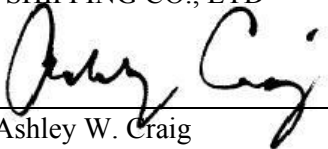
Agreement by Ocean Common Carriers to Use
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FMC Agreement No. _____
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Signature Page

IN WITNESS WHEREOF, the parties have agreed this this 16th day of November, 2017,
to amend this Agreement as per the attached pages and to file same with the FMC.

COSCO SHIPPING CO., LTD

By: _____


Name: Ashley W. Craig
Title: Agreement Counsel
Company: Venable LLP

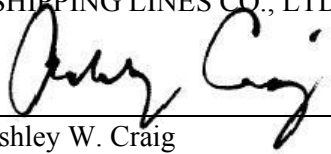
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Signature Page

IN WITNESS WHEREOF, the parties have agreed this this 16th day of November, 2017,
to amend this Agreement as per the attached pages and to file same with the FMC.

COSCO SHIPPING LINES CO., LTD

By: _____


Name: Ashley W. Craig
Title: Agreement Counsel
Company: Venable LLP

APPENDIX A: PARTIES TO THE AGREEMENT

CMA CGM S.A.
4, quai d'Arenc
13125 Marseilles, France

Hapag-Lloyd AG
Ballindamm 25
20095 Hamburg, Germany

Mitsui O.S.K. Lines, Ltd.
Minato-ku
Tokyo 105-91, Japan

COSCO Shipping Lines Co., Ltd.
678 Dongdaming Road
Shanghai 200080
P.R.China

COSCO Shipping Co., Ltd
20, Guangzhou Ocean Plaza,
Zhujiang New Town
Guangzhou 510623
P.R.China