

5.3 EUKOR and "K" Line operate vessels in the Trade on which space may be chartered by EUKOR and "K" Line under this Agreement. The Parties agree to deploy vessels between ports on the East Coast of the United States and ports in China, Korea, and the Islands of the Caribbean, including the Dominican Republic, Grand Cayman, St. Maarten, Haiti and the Bahamas.

5.4 Either Party may act as the Agent of the other in the trades covered by this Agreement with respect to cargo claims and General Average upon such conditions as they may from time to time agree.

~~The Parties are authorized to discuss and agree upon arrangements for the use of terminals in connection with the chartering of space hereunder, including entering into exclusive, preferential, or cooperative working arrangements with marine terminal operators and any person relating to marine terminal, stevedoring or other shoreside services. Nothing herein, however shall authorize the Parties jointly to operate a marine terminal in the United States. The Parties may discuss and agree upon the terminal(s) to be called by the vessels operated hereunder as well as the stevedore(s) that will service such vessels, and/or the volume of cargo to be handled by such terminals or stevedores. In furtherance of the foregoing, the Parties are authorized to discuss, exchange information, and/or coordinate negotiations with marine terminal operators or stevedores relating to operational matters such as port schedules and berthing windows; availability of port facilities, equipment and services; contract duration; adequacy of throughput; and the procedures of the interchange of operational data in a legally compliant matter. Notwithstanding the foregoing, the Parties shall have no authority to jointly contract with terminals or stevedores under this Agreement.~~

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5.5 The Parties are authorized to exchange information on any matter within the scope of this Agreement and to reach agreement on any and all administrative and operational functions related hereto including, but not limited to, forecasting, terminal operations, stowage planning, insurance, liability, cargo claims, indemnities, the terms of their respective bills of lading, failure to perform and force majeure.

5.6 Pursuant to 46 CFR §535.407, any further agreement or cooperation beyond what is authorized herein cannot go into effect unless filed and effective under the Shipping Act of 1984, as amended.