

“K” LINE/ NYK SPACE CHARTER AGREEMENT

FMC AGREEMENT NO. ~~_____~~ 012386-001

A COOPERATIVE WORKING AGREEMENT

Expiration Date: None

Date of Last Republication: None

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
Article 1. Name	1
Article 2. Purpose.....	1
Article 3. Parties.....	1
Article 4. Geographic Scope	2
Article 5. Agreement Authority	2
Article 6. Administration and Delegations of Authority.....	4
Article 7. Membership and Withdrawal.....	4
Article 8. Voting	<u>54</u>
Article 9. Effective Date, Duration and Termination.....	<u>54</u>
Article 10. Applicable Law	5
Signature Page	

Article 5. Agreement Authority

5.1 The Parties are authorized to charter space for the carriage of vehicles and other Ro/Ro cargo to/from one another in the Trade on an “as needed/as available” basis, up to the full reach of a vessel, on vessels owned or chartered by them on such terms and conditions as the Parties may agree from time to time. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon space requirements and the availability of space on their vessels; the timing of the provision of space; procedures for booking space, for documentation, for special cargo handling instructions or requirements, and for other administrative matters relating to chartering and transportation provided under this Agreement; and the terms and conditions for the use or interchange of equipment useful in the carriage of cargo in the Trade. Space chartered hereunder may not be sub-chartered to another carrier. The discussion and agreement permitted by this Section 5.1 includes discussion and agreement about the volumes, cargo characteristics, shipping requirements, and other transportation features of service for a specific shipper, when such shipper has given written authorization for such discussion and agreement.

5.2 Compensation for any space chartered pursuant to this Agreement shall be upon such terms and at such hire as the Parties may from time to time agree. If the Parties do not agree on the space charter rate for a particular shipment before the cargo is loaded by the Party carrying the cargo, the applicable rate shall be USD500/cbm. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

~~5.3 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 other persons relating to marine terminal, stevedoring or other shoreside services. 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.~~ However, nothing in this Agreement shall authorize the Parties jointly to operate a marine terminal in the United States, ~~to jointly negotiate for or jointly procure terminal services at U.S. ports,~~ to discuss or agree upon the rates charged to their respective shipper customers, or to engage in capacity rationalization.

5.4 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.

5.5 The Parties are authorized to enter into further agreements authorized by this Agreement, subject to the filing and effectiveness provisions of the Shipping Act of 1984, as amended, and implementing regulations of the Federal Maritime Commission.

Article 6. Administration and Delegations of Authority

6.1 This Agreement shall be administered and implemented by such meetings, decisions, memoranda, and communications between any authorized representatives of the Parties to enable them to effectuate the purposes of this Agreement.

6.2 The following individuals shall have the authority to file this Agreement and any modification to this Agreement with the Federal Maritime Commission, as well as the authority to delegate the same:

- (a) Any authorized officer or representative of a Party; or

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed
by their duly authorized representatives as of _____, ~~2021~~.

Kawasaki Kisen Kaisha

By: _____

Name: _____

Title: _____

Nippon Yusen Kaisha

By: _____

Name: _____

Title: _____