Volkswagen Konzernlogistik GmbH & Co. OHG / EPS Chartering (UK) Limited Space Charter Agreement

FMC Agreement No. ____________

TITLE PAGE

AGREEMENT NAME: Volkswagen Konzernlogistik GmbH & Co. OHG / EPS Chartering (UK) Limited Space Charter Agreement

FMC NUMBER: 201382

CLASSIFICATION: The generic classification of this Agreement in Conformity with 46 C.F.R. § 535.104 is a Space Charter Agreement.

DATE LAST REPUBLISHED: Not Applicable.

CURRENT EXPIRATION DATE: None
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ARTICLE 1: FULL NAME OF THE AGREEMENT

The full name of this Agreement is the Volkswagen Konzernlogistik GmbH & Co. OHG / EPS Chartering (UK) Limited Space Charter Agreement ("Agreement").

ARTICLE 2: PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to permit the parties, through space chartering, to achieve efficiencies and economies in their respective services offered in the Trade (as hereinafter defined) covered by the Agreement, all to the benefit of the parties and the shipping public.

ARTICLE 3: PARTIES TO THE AGREEMENT

The parties to the Agreement (hereinafter "party" or "parties") are:

1. Volkswagen Konzernlogistik GmbH & Co. OHG
   Hesslinger Strasse 12
   38440 Wolfsburg
   Germany
   (hereafter "VWKL")

2. EPS Chartering (UK) Limited
   5th Floor, 7 Clarges St
   London W1J 8AE
   United Kingdom
   (hereafter "EPS Chartering")
ARTICLE 4: GEOGRAPHIC SCOPE OF THE AGREEMENT

The geographic scope of the Agreement shall cover the Trade between ports and points in the U.S. East Coasts and Gulf Coasts and ports and points in Mexico, Germany and Canada, on the one hand, and between ports and points in Mexico, Germany and Canada and ports and U.S. East Coasts and Gulf Coasts, on the other hand (hereinafter referred to as the "Trade").

ARTICLE 5: AGREEMENT AUTHORITY

5.1 Under this Agreement, the Parties may agree on the quantity of charter space to be used by either Party on an ad-hoc (as needed) basis per vessel for each shipment, on vessels owned or chartered by the other Party, on such terms and conditions as the Parties may agree. To facilitate efficient operations under this Agreement, the Parties may discuss and agree upon: the capacity and features of the vessels; the schedule and selection of the ports of loading and discharging; space requirements of one Party and the availability of space in vessels owned or chartered by the other Party; the place and timing of the provisions 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.

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. Billing and payment terms and conditions shall also be as agreed between the Parties from time to time.

5.3 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. Further, the Parties do not contain authority to jointly negotiate for the covered services defined in 46 U.S.C. § 40102(5).

5.4 Further Agreements. Pursuant to 46 C.F.R. § 535.406, any further agreement contemplated herein will not be valid until filed and effective under the Shipping Act of 1984, as amended, except to the extent that such agreement concerns routine operational or administrative matters as defined in 46 C.F.R. § 535.408.

5.5 Implementation. The parties shall collectively implement this Agreement by meetings, writings, or other communications between them and make such other arrangements as may be necessary or appropriate to effectuate the purposes and provisions of this Agreement.

ARTICLE 6: OFFICIALS AND DELEGATIONS OF AUTHORITY

The following are authorized to subscribe to and file this Agreement and any accompanying materials and any subsequent modifications to this Agreement with the Federal Maritime Commission:

(i) Any authorized officer of either party; and

(ii) Legal counsel for either party.
ARTICLE 7: MEMBERSHIP AND WITHDRAWAL

Subject to the provisions of Article 9 hereof, either party may resign from this Agreement by giving thirty (30) day's prior written notice to the other party.

ARTICLE 8: VOTING

Not applicable.

ARTICLE 9: DURATION AND TERMINATION OF AGREEMENT

9.1 The effective date of the Agreement shall be the date that the Agreement becomes effective pursuant to the Shipping Act of 1984, as amended, and the date any other governmental approvals as may be required have been obtained. Under no circumstances shall the effective date of this Agreement be earlier than the effective date under the Shipping Act of 1984, as amended. This Agreement shall remain in effect until it is terminated by mutual agreement of the parties or until once of the parties resigns pursuant to Article 7. Notice of any such termination shall be promptly provided to the Federal Maritime Commission. Any voyage of a vessel on which space is chartered to/purchased by either party which has commenced but has not been completed prior to the effective date of the termination of this Agreement under this Article, or Article 7 hereto, shall be subject to the terms of this Agreement in its entirety.

9.2 Notwithstanding the foregoing, the parties may agree on provisions allowing termination in the event of a change in service characteristics (including sailing schedules or port rotation), a change in ownership of a party, the dissolution, bankruptcy or insolvency of a party, or a similar occurrence.
ARTICLE 10: APPLICABLE LAW AND JURISDICTION

The Agreement shall be governed by English law and any dispute arising out of or in connection with this Agreement shall be submitted to the exclusive jurisdiction of the High Court of Justice in England and Wales. The parties irrevocably appoint the entities below to accept service in respect of any and all proceedings commenced in the High Court of Justice.

Notwithstanding anything to the contrary in this Agreement, the parties agree that all disputes where the amount in issue in the dispute(s) is less than US$50,000 (fifty thousand United States dollars) shall be conducted according to the small claims procedure 2006 (SCP) of the London Maritime Arbitrators’ Association (as amended from time to time) before a sole arbitrator to be agreed by the parties within 14 days of one party notifying the other of the existence of a dispute under the terms of SCP and their intended choice of arbitrator.

ARTICLE 11: NON-ASSIGNMENT

Neither party shall assign all or any part of its rights or delegate all or any part of its obligations under this Agreement to any other person or entity without the prior written consent of the other party.

ARTICLE 12: NO AGENCY OR PARTNERSHIP

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 13: NOTICES

All notices required to be given in writing, unless otherwise specifically agreed, shall be sent by email, registered mail or by courier service to the following addresses:

1. Volkswagen Konzernlogistik GmbH & Co. OHG
   Hesslinger Strasse 12
   38440 Wolfsburg
   Germany

2. EPS Chartering (UK) Limited
   5th Floor, 7 Clarges St
   London W1J 8AE
   United Kingdom

ARTICLE 14: LANGUAGE

This Agreement and all notices, communications or other writings made in connection therewith shall be in the English language. Neither party shall have any obligation to translate such matter into any other language and the wording and meaning of any such matters in the English language shall govern and control.

ARTICLE 15: SEVERABILITY

If any provision of this Agreement, as presently stated or later amended, is held to be invalid, illegal or unenforceable in any jurisdiction in which this Agreement is operational, then this Agreement shall be invalid only to the extent of such invalidity, illegality or unenforceability and no further. All remaining provisions hereof shall remain binding and enforceable.

ARTICLE 16: WAIVER

No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Agreement, or under any other documents furnished in connection with or
pursuant to this Agreement, shall impair any such right, power or privilege or be construed as a waiver of any default or acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege, or the exercise of any other right, power or privilege. No waiver shall be valid against either party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.

ARTICLE 17: AMENDMENT

Any modification or amendment of this Agreement must be in writing and signed by both Parties and may not be implemented until filed with the FMC and effective under the Shipping Act of 1984, as amended.
Volkswagen Konzernlogistik GmbH & Co. OHG / EPS Chartering (UK) Limited
Space Charter Agreement
FMC Agreement No. __________________

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by

their duly authorized officers or agents as of the ____ day of April, 2022:

Volkswagen Konzernlogistik GmbH & Co. OHG

Signature: __________________________

Name: Jens Moesli
Title: Head of Transportation Overseas
Signature: __________________________

Name: Nina Cordes-Klasing

EPS Chartering (UK) Limited

Signature: __________________________

Name: Thomas Preben Hansen
Title: Director