

Shanghai (Export) Container Shipping Capacity Trading Contract

(Prepared in February 2014, Amended in October 2014)

Trading Symbol	UW
Subject Matter of Contract	Export container capacity for the Shanghai to US West Coast Route
Currency	U.S. Dollar / FEU
Minimum Change in Pricing	1 U.S. Dollar / FEU
Main Contract Months	January, March, May, July, September, November
Trading Time	9:00-10:15, 10:30-11:30, 13:30-15:00
Maximum Daily Price Fluctuation Limit	±5% of the settlement price of previous trading day
Minimum Percentage of Deposit	15%
Maximum Amount of Single Trade	500FEU
Maximum Single Month Contract Amount per Trader	25,000FEU

Last Trading Day	The first Friday of the month in which the contract expires (as per the listing announcement of the contract)
Deadline for Settlement	15 days following the Last Trading Day (as per the listing announcement of the contract)
Settlement Method	Container capacity settlement
Transaction Processing Fee	0.05% of the contract value (to be paid by one party)
Same-Day Position Closing Fee	Temporarily waived
Settlement Fee	0.2% of the contract value (to be paid by one party)
Transferability	Transferable between traders

Note: Exchange Rate

During Trading: Referring to the USD-CNY middle exchange rate published by the China Foreign Exchange Trade Center (CFETC) on the previous working day.

During Settlement: Referring to the USD-CNY middle exchange rate published by the CFETC on settlement day, and if no such rate is available, to the USD-CNY middle exchange rate published by the CFETC on the previous working day.

Shanghai Container Shipping Capacity Delivery Standards

1. Scope of Application

1.1 These Standards apply to goods suitable for Shanghai export container capacity,

freight specifications, requirements of transportation, etc.

- 1.2 The term "container capacity" as used in these Standards refers to the standard container capacity applicable to the Shanghai export container shipping services.
- 1.3 These Standards apply to any stipulated FEU or substituted transportation unit under SSEFC Freight Contract of Export FEU from Shanghai.

2. Suitable Goods

- 2.1 Standard Goods: General dry cargoes (excluding perishable cargoes)
- 2.2 Maximum Weight: 1TEU \leq 17.5 MT / 1FEU \leq 19.8MT
- 2.3 Delivery Units: 2FEU
- 2.4 Tolerance Amount: shortage of no more than 1 FEU is permitted

3. Freight Specifications

3.1 Description of Freight and other Charges

The transaction price includes base rate and other relevant surcharges, which surcharges include but not limited to the following:

- a. Bunker Adjustment Fee/ Fuel Adjustment Factor (BAF/FAF)
- b. Emergency Bunker Surcharge/ Emergent Bunker Adjustment Facto (EBS/EBA)
- c. Currency Adjustment Factor/ Yen Ascend Surcharge (CAF/YAS)
- d. Peak Season Surcharge (PSS)
- e. General Rate Increase (GRI)
- f. War Risk Surcharge (WRS)
- g. Port Congestion Surcharge (PCS)

h. Suez Canal Surcharge/ Suez Canal Fee/ Panama Canal Transit Fee/ Panama Canal Charge (SCS/SCF/PTF/PCC)

3.2 Base Route

Shanghai — Long Beach, CA / Los Angeles, CA

3.3 Base Carriers

COSCO / CSCL / EVERGREEN / YANG MING / OOCL / HAPAG-LLOYD / APL / CMA CGM / NYK / K LINE / HMM / HANJIN / ZIM / MSC

3.4 Base Containers & Adjustment of Freight

	20 GP	40 GP	40 HQ
The US West Coast Voyage	UW × 0.8	UW	UW × 1.125

4. Requirements of Transportation

4.1 Responsibility

The responsibilities of the carrier start from the time when the goods are loaded on board at the loading port and last until the goods are discharged at the destination port. Loading and discharging fees/charges/costs are charged for the carrier's account, however, any fees incurred before loading and after discharging are to be borne by shippers and/or receivers. The carrier is responsible for the seaworthiness of the vessel and shall take care of the goods.

4.2 Locality Clause

Transportation of goods to US port shall be subject to the CARRIGE OF GOODS BY SEA ACT (COGSA) enforced on 16th April 1936. Freights shall be calculated according to tariffs registered with FMC. To the extent of any contradiction

between the bill of lading clause and the COGSA, the COGSA shall prevail.

5. Others

SSEFC is responsible for the interpretation of these Standards.

This Contract is executed in Chinese and English versions, with both versions having equal legal effect. To the extent of any conflict or inconsistency between the English version and Chinese version, the Chinese version shall prevail.