

The following Compromise Agreement is a true copy of the signed agreement.

If you require a copy of a signed agreement(s), please contact the [Commission's Office of the Secretary](#), 202-523-5725.

COMPROMISE AGREEMENT

This Agreement is entered into between:

- (1) the Federal Maritime Commission, hereinafter referred to as Commission, and
- (2) Sparx Logistics USA Limited, hereinafter referred to as Sparx Logistics or Respondent.

Whereas, the Commission is considering the institution of an assessment proceeding against Respondent for recovery of civil penalties for alleged violations of sections 10(a)(1), 10(b)(2)(A), and 19 of the Shipping Act of 1984, 46 U.S.C. §§ 41102(a), 41104(2)(A), and 40901-40902, as well as the regulations thereunder;

Whereas, this course of action is the result of practices believed by the Commission to have been engaged in by Respondent, to wit:

Sparx Logistics knowingly and willfully obtained ocean transportation for property at less than the rates and charges that would otherwise be applicable by the device or means of improperly utilizing rates limited to certain "named accounts" in Mediterranean Shipping Company, S.A., service contract nos. 13-633TPC and 14-319TPC, and in ZIM Integrated Shipping Services, Ltd. service contract no. Z15302HK.

Sparx Logistics knowingly and willfully obtained ocean transportation for property at less than the rates and charges that would otherwise be applicable by the device or means of improperly obtaining access to Zim service contract No. Z14760HK to which Sparx was not a contract signatory, and improperly allowing access to Sparx' service contracts by Walker International Transportation, LLC, a shipper not a contract signatory thereto.

Sparx Logistics provided service as an ocean transportation intermediary prior to obtaining an OTI license and furnishing evidence of an OTI bond to the Commission.

Sparx Logistics provided transportation in the liner trade that was not in accordance with the rates and charges in Respondent's NVOCC tariff.

Whereas, the Commission has authority under the Shipping Act, 46 § 41109(a), and Part 502 of the Commission's Regulations, 46 C.F.R. Part 502, to compromise and collect civil penalties;

Whereas, Respondent voluntarily disclosed to the Commission information and factual details relevant to its transportation activities giving rise to the alleged violations set forth and described above;

Whereas, Respondent has agreed to cooperate with respect to investigative activity or enforcement action conducted by the Commission as to other parties regarding the transportation activities disclosed by Respondent; and

Whereas, Respondent terminated the practices which are the basis of the alleged violations set forth herein, and has committed to maintain measures designed to eliminate these practices by Respondent in the future.

Now therefore, in consideration of the premises herein, and in compromise of all civil penalties arising from the alleged violations set forth and described herein, Respondent and the Commission hereby agree upon the following terms of settlement:

1. Respondent shall make monetary payment to the Commission by cashier's or certified check in the total amount of \$80,000.
2. This instrument shall forever bar the commencement or institution of any assessment proceeding or other claim for recovery of civil penalties from Respondent, its officers, directors, or employees arising from the alleged violations set forth above that occurred between December 11, 2013, and June 12, 2015.
3. It is expressly understood that this Agreement is not, and is not to be construed as, an admission by Respondent to the alleged violations set forth above.

4. This Agreement is subject to approval by the Commission's Managing Director in accordance with 46 C.F.R. § 502.604.

Sparx Logistics USA Limited

Title: _____

Date: _____

APPROVAL AND ACCEPTANCE

The above Terms and Conditions and Amount of Consideration are hereby approved and accepted:

By the Federal Maritime Commission:

Peter J. King, Director (Date)
Bureau of Enforcement

Vern Hill (Date)
Managing Director