

MEMORANDUM OF UNDERSTANDING

**between the
Port of Tallinn**

**and the
Maryland Port Administration**

The parties acting through,

Ain Kaljurand, Chairman of the Management Board of the Port of Tallinn

and

M. Kathleen Broadwater, Deputy Executive Director of the Maryland Port Administration

agree to subscribe to the following agreement of cooperation:

WHEREAS,

The Parties hereto believe it is in their mutual interest to establish an alliance of cooperation with this Memorandum Of Understanding (“MOU”) for information sharing aimed at generating new business by promoting the all water route between Port of Tallinn and Maryland’s Port of Baltimore (“Parties”).

Such new business may help to increase the present level of economic growth by increasing revenues to the Parties.

The Parties desire to constantly undertake a series of activities aimed at improving customer service; and,

The Parties desire to cooperate in achieving new improved business practices as well as increasing their level of vessel services available.

NOW, THEREFORE, the Parties agree to:

I. Scope.

Undertake joint initiatives, as convenient and subject to budgetary constraints, and subject to all respective laws and regulations, to satisfy the above stated objectives which will include:

- a. Joint Marketing Activities. The Parties may elect to undertake joint marketing efforts to generate new shipping business within national and international obligations for each party. These joint marketing efforts may include, but are not limited to, joint advertising activities aimed at promoting the all water routes; joint exhibitor booths at maritime events; joint press conferences; editorial placement and other public relations materials or activities of mutual interest.
- b. Data Interchange. The Parties may elect to share data that may be helpful in forecasting future trade flows, developing marketing strategies and obtaining additional knowledge about the shipping market. The Parties may also elect to exchange information that may include, but is not limited to transit information, type of commodities, cargo tonnage, future plans, and liner services, within the legally permissible limits for each party.
- c. Market Studies. The Parties may elect to exchange information contained in studies performed by them or by their consultants or representatives that may be of interest to the other party. The information contained in the studies shall be treated in a confidential manner. The Parties may also elect to perform joint studies that address their areas of respective interest, provide that each Party's share in the cost of such studies is defined.
- d. Modernization and Improvements. The Parties may elect to share information regarding improvements and/or modernization efforts being undertaken and which may have as a purpose the need of satisfying an increase in demand or improved customer services.
- e. Training. The Parties may elect to share information on training programs and may develop joint training seminars as well as cross-training activities.
- f. Technological Interchange. The Parties may elect to share their technological capabilities and programs as well as the information contained in them.

II. Terms.

- a. It is intended that this MOU relationship will continue for one year, and may be renewed in (1) year Term extensions, should both Parties agree, in writing, a minimum of 30 days in advance of the Original Term expiration as well as each annual expiration date should there be extensions. Said Original Term shall commence on November 7, 2012 and have its expiration date on November 6, 2013. With no written agreement by the Parties to extend the Original Term or any one year extension Term, said Original Agreement and extension, if any, would lapse.
- b. Either party may terminate the relationship, with notice, at any time within a Term by informing the other, in writing, that said notice is for termination and

giving the other Party thirty (30) days notice of said termination of this MOU.

- c. Both Parties are free to form other partnerships, of a similar or identical nature, with other entities,
- d. Neither Party shall expend funds of any type whatsoever, or advance, or obligate funds for both Parties without prior written consent of both Parties in writing in advance of such an event.

III. Services.

It is further understood between the Parties, that neither Party is hereby authorized and shall not and cannot obligate the other Party for any type of liability whatsoever.

Each Party's obligations, if any, financial and otherwise, possibly arising from this MOU, including but not limited to costs, charges, or expenses of any nature coming about as a result of said MOU are to be for the account of each individual Party with neither Party binding the other for any said obligations as contained herein.

IV. Modification.

This Memorandum sets forth the complete agreement of the Parties with regard to this Alliance of cooperation. This MOU shall not be modified or amended except by a bilateral writing dated and signed expressly by the authorized representative of each of the Parties.

V. Assignment.

Neither Party shall assign this MOU to a third party, in whole or in part of its understanding herein.

VI. Insurance.

Each Party therefore shall be responsible for their own acts and deeds. Each Party to maintain its own insurance coverage's and pays for same individually, as a result of this MOU.

VII. Laws.

Each Party shall adhere to the individual laws governing their respective locals and governments with the further understanding that neither Party shall cause to the other Party any charges, costs or obligations whatsoever, to the other Party as a result of this MOU. Each Party shall not be liable for and shall not pay any expenses/costs that may occur as a result of the other Party's activities hereunder this MOU unless prior written consent of the other party is secured.

It is the intention of this document to set forth the general intentions of the Parties, and not to set forth any legally binding rights or obligations. Said MOU will be effective upon signature of both Parties.

Signed, this 7th day of November 2012,

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a series of loops and a long horizontal stroke.

Ain Kaljurand
Chairman of the Management Board
Port of Tallinn, Estonia

A handwritten signature in black ink, written in a cursive style that reads 'Kathleen Broadwater'.

M. Kathleen Broadwater
Deputy Executive Director
Maryland Port Administration