

- 1 It is understood and agreed that Moran Shipping Agencies, Inc., and/or its affiliated or subsidiary corporations (herewith collectively referred to as "Moran") acts always "as agents only" for, and on behalf of, the vessel, her owners, operators, agents or managers, and will render due and diligent port agency services, to avoid loss and/or damages to the best of its ability. The vessel, her owners, operators, agents and managers shall, at all times, indemnify, hold harmless and defend "Moran" against any and all claims and demands (including costs and reasonable attorney's fees in defending any such claim or demand whether or not such claim or demand be found to be valid) of whatever nature or kind, including, but not limited to, claims or demands or lawsuits relating to disputes, injury, or death alleged to arise out of operations or conditions connected with the vessel, the berths or places at which the vessel calls, her crew, owners, charterers or cargo, by whomsoever asserted, which "Moran" may, in good faith, incur or suffer by reason of their performance as port agents. Principal shall pay all costs of collection, including reasonable attorney's fees, and shall pay interest on all unpaid amounts outstanding sixty days after accounts are rendered, at eighteen percent, compounded annually. In the event of an oil spill requiring notice to governmental authorities under applicable law, Agent is authorized by Principal and the vessel to make such required notification.
- 2 Inherent in the Principal-Agent relationship is the understanding that the agent will act for and on behalf of an ascertained principal with either the express or implied authority to do so and thus cannot, and shall not, be personally liable to pay any debts due to suppliers from the Principal. The Agent assumes an obligation of loyalty to the principal that he will follow the principal's instructions and will neither intentionally nor negligently act improperly in the performance of the act.
- 3 Limitation of Liability for any act of negligence, error, or omission by "Moran" shall be capped at two and one half times the amount of the specific agency fee agreement for that port call as determined by the Agent and Principal of which the Agent will still be entitled to receive.
- 4 A job order number (VRCS #) will be assigned and, in the absence of a specific Principal-Agent agreement, a basic agency fee, plus ancillaries, assessed for each initial vessel port call at each port, or out port location, at any one berth, place or anchorage, except anchoring to await berth availability (provided no boarding procedure is required) within each port area shall be provided. In instances where a port call is cancelled or diverted before "Moran" has officially been appointed but after work has commenced in preparing for that port call, "Moran" may be reimbursed pro rata for services rendered.
- 5 Anchoring for bunkers only, or calling for water or orders only, at one port location while enroute to or from another port area, within the same port district, will be considered calling at an additional berth only. Calling for orders, water or bunkers, at one port location and proceeding foreign, or to another port location in a different port district will be assessed as a separate port call.
- 6 Funds requested to cover the vessel's estimated port expenses, as determined by "Moran", will be transmitted by a pro-forma estimate of then anticipated port call and vessel related fees and expenses and must be telegraphically/electronically remitted, and in our bank, prior to the arrival of the vessel and the rendering of any services. "Moran" will accept bank confirmation of remittance, as concerns port disbursement funds only, but will advance no Cash to Master unless funds are in our bank. Cash to Master requires full style of provider and a denomination breakdown. Additional fees apply and are based on type of service provided and total amount to be delivered.
- 7 Unless a specific Principal-Agent agreement is in place articulating a customized port call funding procedure between "Moran" and a particular Principal, failure on behalf of the Principal to advance funding to the Agent will be considered a material breach of contract on behalf of the Principal whereby the Agent may provide immediate notice to terminate the agreement and execute any and all of the following remedial measures:
 - A) "Moran" shall have a valid and enforceable Maritime Lien against vessel for all un-reimbursed expenses incurred on behalf of the vessel.
 - B) "Moran" shall be authorized to deduct from monies held by "Moran" for the Principal's account, any amount due from Principal.
 - C) "Moran" may arrange to detain the vessel in port until such funds are received by the agent.
 - D) "Moran" may arrange to retain a pecuniary interest in any vendor discounts related to a particular port call as compensation once payment of the vendor invoice has been rendered on behalf of the Principal of an unfunded or underfunded port call.

8 The Agent's pro-forma estimate is intended to be an estimate of the actual disbursement account and is for guidance purposes only. The information provided by the agent including their pro-forma DA and Final DA is considered privileged between the agent and his contracted principal and is the intellectual property of the agent. This information cannot be used for any other purpose other than settlement of a particular voyage disbursement account without the agent's permission.

9 Please note well that while the agent does take care to ensure that the figures and information contained in the pro-forma disbursement account are as accurate as possible the actual disbursement account may, and often does, vary from the pro-forma disbursement account. The principal is liable and required to pay on demand the full amount described and shown in the actual disbursement account. This duty exists regardless of any difference between the figures in the pro-forma estimate and the final disbursement account. Any outstanding balance due "Moran" on the final disbursement account is payable immediately upon receipt. "Moran" will accept bank confirmation of remittance, as concerns port disbursement funds only, but will advance no cash to Master unless funds are in our bank.

10 Vessels consigned to "Moran" for port agency attendance by a voyage charterer or time charterer will be provided only with those services required by the charterer. Owners' husbandry items or services are not included in charterer's fees and will be invoiced separately along with an appropriate fee.

11 Additional compensation, consistent with services rendered, will be charged for any extraordinary services such as General Average, strandings, collisions, major repairs, etc., including all out of pocket expense incurred for account of the vessel. In situations where the Principal has not fully funded a port call, and "Moran" must use out of pocket funds on behalf of that vessel, a ten percent interest rate may be added to the unfunded sum provided notice is given to the Principal in order to provide an opportunity for the Principal to advance the necessary balance of funding to "Moran" for the port call. Note well that execution of this provision in no way affects or excuses the principal's duty to perform under provision seven to these terms and conditions *supra*.

12 Use of our U.S. Customs bond is provided as required by law and such use is tendered in good faith in order to permit vessels to engage in immediate cargo operations prior to formal vessel and/or cargo entry with Customs. Owners may, however, post their own bond providing "Moran" with the appropriate code number and Customs power of attorney if they so choose. Any U.S. Customs & Border Protection, U.S. Coast Guard, or U.S.D.A. services penalties directed against our bond, unless occasioned by our gross negligence or lack of due diligence, will be for account of the Vessel and/or Owners, as will the cost of any legal defense.

13 "Moran" will maintain a management focal point for maritime security and be actively engaged (to the extent possible) in port and area maritime security committees/sub-committees in those ports in which "Moran" maintains an office. Maritime security procedures will be incorporated into our ISO program. "Moran" clients and vessels will be advised of current security levels and immediately notified of changes to MARSEC levels. "Moran" will assist in securing the Declaration of Security (DoS) between vessel and terminal, advise the vessel of any special security requirements and assist as requested in meeting those requirements. "Moran" will always endeavor to safeguard sensitive client information. "Moran" shall not be held liable for any issues or claims related to, or caused by, failure of the Principal to relay timely and accurate information to the Agent.

14 Fees quoted in the attached schedule, subject to the above terms and conditions, are subject to change without notice except, however, that no change will be imposed on vessels already arrived or working at any port district.

15 Please note well that unless a valid and enforceable specific Principal-Agent agreement is in place between "Moran" and the client, standing provisions for agency acceptance and accounting matters are governed by the vessel agency terms and conditions above. Unless otherwise advised within forty eight business hours of receipt, these appointment acceptance provisions are deemed to be received, understood and accepted.