

MEMORANDUM OF UNDERSTANDING
Between the
EMPRESA NACIONAL PORTUARIA (HONDURAS)
And
PORT EVERGLADES, A DEPARTMENT OF BROWARD COUNTY

This Memorandum of Understanding (MOU) is entered between the Empresa Nacional Portuaria (Honduras) and Broward County's Port Everglades Department, based in Broward County, Florida, United States of America, (hereinafter collectively referred to as the "parties").

WHEREAS, the parties hereto believe it is in their mutual interest to establish an alliance of cooperation aimed at generating new business by promoting the all-water route between Empresa Nacional Portuaria (Honduras) and Port Everglades, Florida;

Such new business would help to increase the present level of economic growth by increasing job opportunities and revenues at Port Everglades and increasing revenues at Empresa Nacional Portuaria (Honduras);

The parties are constantly undertaking a series of activities aimed at improving customer service; and,

The parties desire to cooperate in achieving a generation of new improved business and increasing their level of services available.

NOW, THEREFORE, the parties agree to:

1. Undertake joint initiatives, subject to their respective regulations, to satisfy the above stated objectives which will include:
 - a. Joint Marketing Activities - As convenient, the parties may elect to undertake joint marketing efforts to generate new shipping business. These joint marketing efforts may include, but are not limited to, joint advertising activities aimed at promoting the all-water route; 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 exchange information that may include, but is not limited to, transit information, type of commodities, cargo tonnage, future plans, and liner services.
 - 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.

- 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.
- 2. It is intended that this relationship will continue for two years and be renewable for an additional period of two years, upon mutual agreement by both parties.
 - 3. Either party may terminate the relationship by informing the other, in writing, and giving a thirty (30) day notice of termination of this MOU.
 - 4. Both parties are free to form other partnerships, of a similar or identical nature, with other entities.
 - 5. This MOU sets forth the complete agreement of the parties, with regard to this alliance of cooperation. It may be amended in writing only, and such amendment shall be signed and dated by both parties.
 - 6. 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. This MOU will be effective upon signature by the authorized representative of each of the parties.

Empresa Nacional Portuaria (Honduras)

By: Ing. Gerardo Jose Murillo

Title: General Manager

Dated: October 5, 2021



Port Everglades, a Department of
Broward County

By Jonathan Daniels

Title: Chief Executive and Port Director

Dated: October 5, 2021

