

This Agreement is made between the International Cable Protection Committee Ltd “**ICPC Ltd**”, whose registered office is located at 12 Fratton Road, Portsmouth, PO1 5BX, UK and “**Applicant**” and “**Member**”, whose registered office is located at.....

WHEREAS: ICPC Ltd is a non-profit corporation that has been formed to help the Members of The ICPC (as defined below) to protect submarine cables from man-made and natural hazards, which is generally achieved via delivery of the following services:

- Producing and maintaining a comprehensive range of recommendations that define the minimum standards for cable route planning, installation, operation, maintenance and protection.
- Facilitating the exchange of technical, environmental and legal information pertaining to submarine cable systems.
- Responding to general enquiries on matters relating to international law and environmental issues in relation to submarine cables.
- Monitoring of emerging legislation and providing information wherever necessary to protect the legal rights of submarine cables.
- Promoting awareness of the strategic, economic and social benefits of submarine cables, especially to Government agencies, the fishing industry and other seabed users.
- Sponsorship of projects and/or programmes that are agreed to be beneficial for the protection of submarine cable systems.
- Providing relevant information to prospective new cable owners to encourage the adoption of minimum industry standards.
- Facilitating effective communication between the Members of The ICPC and the leading suppliers of technology in the submarine cable industry.
- Developing and maintaining a website to serve the common interest of the Members via public and private (password protected) areas.
- Developing affiliations with other international associations representing seabed users.

WHEREAS: The International Cable Protection Committee “**The ICPC**” is a private members’ association that is managed by ICPC Ltd and comprises organisations that have all agreed to receive the services provided by ICPC Ltd.

WHEREAS: The Applicant wishes to become a Member of The ICPC in accordance with the terms, conditions and provisions of this Agreement.

WHEREAS: ICPC Ltd has agreed to admit the Applicant into membership of The ICPC in accordance with the terms, conditions and provisions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:**1. DEFINITIONS**

In this Agreement the following definitions shall apply:

1.1. Agreement

“Agreement” shall mean this Agreement made between ICPC Ltd and the Applicant inclusive of all annexes attached hereto and which may be amended or replaced from time to time.

1.2. Member

“Member” shall mean either Full, Government or Associate Member of The ICPC as described in Section 2.

1.3. Executive Committee

“Executive Committee” shall mean the group of Members that is elected by the Members to represent their interests within The ICPC as described in Section 6.2.

1.4. Associate Member Executive Committee Representative

“Associate Member Executive Committee Representative” shall mean the Associate Member that is elected by the Associate Members to represent their interests within The ICPC as described in Section 6.2.

1.5. General Manager

“General Manager” shall mean the individual or company appointed by the Executive Committee to provide secretarial services to The ICPC and to act as the Company Secretary for ICPC Ltd.

1.6. Cable Landing License

“Cable Landing License” shall mean a submarine cable landing license or permit issued by the cognisant authority for the nation(s) in which the submarine cable system lands and for which a submarine cable system supply contract has already been signed.

1.7. Submarine Cable Owner

“Submarine Cable Owner” shall mean any entity that:

- a) is a signatory to a submarine Cable Landing License.
or
- b) has formally contracted a third party to obtain, on behalf of that entity, a submarine Cable Landing License.

1.8. Submarine Cable Maintenance Authority

“Submarine Cable Maintenance Authority” shall mean any entity that has been formally contracted by a Submarine Cable Owner(s) to have prime accountability for the maintenance of the marine portion of the cable system(s) concerned.

1.9. Submarine Cable Manufacturer

“Submarine Cable Manufacturer” shall mean any entity that manufactures a submarine cable.

1.10. Submarine Cable System Supplier

“Submarine Cable System Supplier” shall mean any entity that is the prime contractor for supply of a submarine cable system, including its terminal equipment.

1.11. Cable Ship Operator

“Cable Ship Operator” shall mean any entity that owns and operates one or more cable ships that have completed the installation and/or repair of a submarine cable.

1.12. Submarine Cable Route Survey Company

“Submarine Cable Route Survey Company” shall mean any entity that operates one or more survey ships that have been contracted to undertake a marine survey in preparation for the installation of a submarine cable.

1.13. Government

“Government” shall mean a department, ministry or wholly owned agency of any National Government that is a State Party or eligible to be a State Party under the United Nations Law of the Sea Convention.

1.14. Term of Office

The Term of Office shall mean the period between each Plenary meeting as more particularly described in Annex 1 Section 2.

1.15. Intellectual Property Rights

“Intellectual Property Rights” shall mean patents, copyright and related rights, trade marks, rights in goodwill, rights in designs, rights in computer software, database rights, rights in confidential information (including trade secrets) and any other registered or unregistered intellectual property rights and all applications or rights to apply for, renew or extend such rights (or for similar or equivalent rights) in any part of the world.

2. MEMBERSHIP CRITERIA

2.1. Membership Classes

Membership of The ICPC is available in 3 classes as defined below:

- **Full Membership**

Full Membership is available to Submarine Cable Owners, Submarine Cable Maintenance Authorities, Submarine Cable Manufacturers, Submarine Cable System Suppliers, Cable Ship Operators and Submarine Cable Route Survey Companies. If a Member organisation's primary business with respect to submarine cables meets the Full Membership criteria, then the organisation can be accepted as a Full Member of the ICPC.

- **Government Membership**

The ICPC recognises that submarine cable protection interests are better served if the benefits of membership are available to Governments. Government Members enjoy all the privileges of Full Membership of The ICPC except that they cannot vote or serve on the Executive Committee.

- **Associate Membership**

Associate Membership is available to any organization or individual that has an interest in the submarine cable industry, wishes to be informed about its development and wants to support The ICPC in achieving its goals. Associate Members enjoy all the privileges of Full Membership of The ICPC except that they cannot vote or serve as a voting member of the Executive Committee.

2.2. Eligibility and Qualification

Potential Members are eligible to apply for membership in the applicable category, which The ICPC's Executive Committee retains the sole discretion to determine, subject to the review and approval by the Executive Committee consistent with the terms and conditions of the Membership Agreement and the ICPC Ltd Articles of Association and Memorandum of Association. The ICPC, acting through its General Manager, reserves the right to request documentary evidence of qualification for membership of The ICPC in accordance with the membership categories and criteria defined in this Agreement.

3. CESSATION OF MEMBERSHIP

Membership of The ICPC shall terminate automatically without notice under the following circumstances:

- a) On resignation by the Member.
- b) When the Member no longer meets the criteria as defined in Section 2.1.
- c) If the Member fails to comply with The ICPC's policy on bribery and corruption as defined in Section 8.
- d) If the Member fails to pay the membership fee within 30 days of a final notice to pay being delivered.
- e) If the Members have determined by majority vote that the behaviour of a Member is unacceptable on the basis of objectively determined grounds, including but not limited

to behaviour contrary to the terms and conditions of the Membership Agreement and actual or likely injury to The ICPC or ICPC Ltd, and the Executive Committee has approved expulsion from The ICPC. In such circumstances the membership fee will be refunded to the Member on a pro-rata basis.

3.1. MEMBERSHIP FEE

Membership fees shall be payable in advance by all Members and shall be invoiced on an annual basis.

The membership fee for Full Membership is £2500 GBP pounds.

The membership fee for Associate Membership is £2200 GBP pounds.

Notes:

- a) For any Member joining The ICPC within the first six months of the relevant membership year, The ICPC will invoice that member for 100 percent of the annual membership fee for that year. For any Member joining The ICPC within the second six months of the relevant membership year, The ICPC will invoice that member for 50 percent of the annual membership fee for that year.
- b) No information shall be released by The ICPC until payment against the first invoice has been received.
- c) It is each individual Member's responsibility to ensure that its membership fees are credited to The ICPC account in full without deduction of bank or currency conversion charges.
- d) Membership fees are non-refundable except in the circumstances described in Sections 3e) and 15 of this Agreement.

3.2. MEMBERSHIP APPLICATIONS

All applications for membership of The ICPC shall be submitted using the form at Annex 3 and shall be considered by the Executive Committee. Applications that meet the membership criteria as defined in Section 2.1 shall be accepted.

4. COMMITMENT TO THE ICPC

The Applicant agrees to accept the obligations of a Member as defined in this Agreement. In particular, all Members agree to support the activities and objectives outlined in the preamble to this Membership Agreement and to avoid causing injury to The ICPC or ICPC Ltd. All Members agree to abide by the terms of this Agreement and to cooperate with all other ICPC Members in all matters that are within the scope of this Agreement.

5. REPRESENTATION

The Applicant shall appoint two representatives to represent its interests within The ICPC.

6. PROCEDURE

6.1. Plenary Meetings of The ICPC

6.1.1. Frequency

Plenary meetings shall take place once annually within the first six months of each year.

6.1.2. Venue

Plenary meeting venues shall be decided by the Executive Committee.

6.1.3. Representation

Each Member may send up to two representatives to represent its interests.

6.1.4. Notice

The Members shall normally be given a minimum of 6 months' notice of the venue and dates for all Plenary meetings. A draft agenda will be issued to all Members by the General Manager at least 2 months before a Plenary meeting takes place.

6.1.5. Attendance Costs

Each Member shall be responsible for its own costs and expenses in attending Plenary and Executive meetings.

6.1.6. Quorum

The quorum for a Plenary meeting shall be not less than one third of the total of Full Members.

6.2. Appointment of The ICPC's Executive Committee

The Full Members shall elect an Executive Committee, in accordance with the process set out in Annex 1 hereto, as a means of ensuring that ICPC Ltd delivers the required level of service to the Members of The ICPC. The Directors of ICPC Ltd have agreed to routinely implement the Executive Committee's decisions, subject only to the compatibility of their decisions with the legal obligations of a limited company that is registered in England. In the event of a disagreement between the Directors of ICPC Ltd and the Executive Committee in this respect, the decision by majority vote of the Directors of ICPC Ltd shall be final.

The composition and Terms of Reference for the Executive Committee are attached as Annex 1 to this Agreement.

6.3. Appointment of Associate Member EC Representative to The ICPC's Executive Committee

The Associate Members shall elect an Associate Member EC Representative to the Executive Committee, in accordance with the process set out in Annex 1 hereto, as a means of ensuring that ICPC Ltd delivers the required level of service to the Associate Members of The ICPC. The Associate Member EC Representative shall fulfil all the duties and responsibilities of an EC Member with the following minor exceptions: i) the right to vote and ii) to be a Director of ICPC Ltd. The Associate Member EC Representative will work with the Secretariat to provide a quarterly report to Associate Members regarding EC matters of Associate Member Interest.

6.4. Chair of The ICPC

Candidates for the positions of Chair must have served a minimum period of two years as EC Members and must have attended two main EC Meetings and two Plenary meetings.

The Full Members shall elect a Chairman from the Full Members' representatives who shall hold office for one Term of Office, but may be re-elected twice such that a maximum of 3 consecutive Terms of Office may be served. The elected Chairman of The ICPC shall also serve as the Chairman of the Executive Committee and the Chairman of ICPC Ltd.

6.5. Vice-Chairman of The ICPC

Candidates for the positions of Vice-Chairman must have served a minimum period of two years as EC Members and must have attended two main EC Meetings and two Plenary meetings.

The Full Members shall elect a Vice-Chairman from the Full Members' representatives who shall hold office for one Term of Office, but may be re-elected twice such that a maximum of 3 consecutive Terms of Office may be served. The elected Vice-Chairman of The ICPC shall also serve as the Vice-Chairman of the Executive Committee and the Vice-Chairman of ICPC Ltd.

6.6. Voting

Decisions that require a vote by the Full Membership may be decided at any Plenary meeting: a) by a unanimous vote when the quorum is met but less than half of the Full Members are represented at the meeting; or b) by a simple majority of the Full Membership when more than half of the Full Members are represented at the meeting.

Each Full Member shall have only one vote regardless of the number of representatives they have in attendance at meetings of The ICPC.

Where the Chairman is also a Full Member's sole representative he/she shall have one vote. In circumstances where all Full Members are present at the meeting the Chairman shall in addition have a casting vote to decide a tied vote.

Where it is not possible to vote at a meeting the Chairman shall call for a ballot of all Full Members. In such circumstances a simple majority of votes cast will decide the outcome provided that at least two thirds of the total Full Membership have exercised their right to vote. Votes not received by the due date will be regarded as abstentions and not included in the counting of the votes.

The ballot will be conducted via any suitable communications medium as determined by the General Manager and a minimum of four weeks will be allowed for the votes to be collected. In the event of a tied vote the Chairman shall decide the outcome.

6.7. Attendance of Advisers

Provided that the wider interests of The ICPC are not compromised by their attendance, Full Members' representatives may be accompanied by a maximum of two advisers at Plenary meetings of The ICPC. In all cases, due notice of the intention and purpose for advisers' attendance at the meeting shall be supplied to the General Manager.

6.8. Attendance of Specialist Advisers

The Executive Committee is empowered to invite representatives of maritime and government authorities and any other organisations or individuals deemed helpful to the goals of The ICPC to attend meetings of the Plenary Committee and/or the Executive Committee.

6.9. Presentations to The ICPC by Third Parties

The Executive Committee is empowered to invite any organisation or individual deemed helpful to the goals of The ICPC to give presentations to a Plenary meeting.

6.10. Circulation of Minutes

Draft Minutes shall be distributed to meeting attendees within seven working days of the closing date of a meeting. Correction and amendment of all such draft Minutes shall be notified to the General Manager within the subsequent 30 days. Final Minutes shall then be distributed to all Members within the subsequent 30 days.

7. COMPLIANCE WITH COMPETITION LAW

The Applicant agrees to ensure that its representatives have read and will comply with The ICPC's Competition Law Code of Conduct set out in Annex 2.

8. COMPLIANCE WITH ANTI-BRIBERY AND ANTI-CORRUPTION LAW

The ICPC has a zero tolerance approach to bribery and corruption. All Members shall at all times comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including, for example, the UK Bribery Act 2010.

9. COMPLIANCE WITH TECHNOLOGY AND TRADE CONTROLS COMPLIANCE POLICY

The Applicant agrees to ensure that its representatives have reviewed and will comply with The ICPC's Technology and Trade Controls Compliance Policy set out in Annex 3.

10. INTELLECTUAL PROPERTY RIGHTS

The Applicant shall respect any Intellectual Property Rights that ICPC Ltd may acquire from time to time and shall not take any action with respect to those rights that is inconsistent with the ownership or use of those rights by ICPC Ltd.

The Applicant shall retain ownership of all Intellectual Property Rights in any materials belonging to the Applicant that the Applicant may provide to ICPC Ltd. The Applicant or Member shall grant ICPC Ltd. and its Members a non-exclusive license to any copyright in the materials to use and disseminate said materials in accordance with the services and terms described in this Agreement. This Agreement places no obligation on the Applicant to provide any materials to ICPC Ltd.

11. CONFIDENTIALITY

The Applicant undertakes that it shall not at any time use, divulge or communicate to any unaffiliated person, except to its professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information (of whatever nature and however recorded or preserved) concerning the business or affairs of The ICPC which may come to

its knowledge and the Applicant shall protect against any unauthorised disclosure of such confidential information by using the same degree of care as the Applicant takes to preserve and protect its own confidential information of a similar nature, but in no event shall this be less than a reasonable degree of care.

For the purposes of this clause, confidential information does not include information which:

- a) is or becomes generally available to the public other than as a result of disclosure by the Applicant or its representatives or advisers contrary to its obligation of confidentiality; or
- b) is or becomes available to the Applicant otherwise than pursuant to this Agreement and free of any restriction as to its use or disclosure.

12. COMMUNICATIONS AND DOCUMENT TRANSMISSION

Email shall be accepted as the normal method of communication between The ICPC and its Members. Signed or written documents will be accepted provided they are transmitted as an attachment to an email, all of which shall apply to documents that are described as 'written' within this Agreement.

13. NO AGENCY

Nothing in this Agreement or in the nature of The ICPC authorises any of the Members to act as agent or in any other capacity for any of the other Members. Any authority for a Member to act on behalf of or to commit in any way any of the other Members shall only be given in writing by the Member granting such authority.

14. RELATIONSHIP OF THE PARTIES

The relationship of the Parties under this Agreement shall be that of a voluntary private association. The ICPC is not a separate legal entity, and this Agreement does not create any form of partnership or joint venture. Neither ICPC Ltd nor the Applicant can bind the other or create any relationship of principal or agent.

15. ASSIGNMENT

Neither this Agreement nor any rights hereunder, in whole or in part, are assignable by the Applicant without the prior written consent of ICPC Ltd.

16. DISSOLUTION OF THE ICPC

ICPC Ltd shall have the right, upon sixty days prior written notice, to dissolve The ICPC by terminating all Membership Agreements.

17. LIMITATION OF LIABILITY

17.1. In the event of dissolution of The ICPC and termination of this Agreement by ICPC Ltd pursuant to Section 15 hereof, each Member shall be entitled to receive, as its sole and exclusive remedy, a refund of any portion of the Member's duly paid and as-yet uncommitted Membership Fee. Upon such refund, any further liability of ICPC Ltd to the Member shall be extinguished. This remedy is in lieu of all other remedies, whether oral or written, express or implied.

17.2. Each party's liability to the other in the event of any other claim shall be limited to a maximum amount equal to the Member's duly paid Member Fee in the Membership Year in which the cause of action which is the subject of the claim arises.

17.3. This Section 17 sets out the total liability of each party arising out of or in connection with this Agreement whether under contract, tort, statute or otherwise, and all other liability is, subject to Section 17.4 below, hereby excluded to the extent permitted by law.

17.4. In no event will either party be liable, whether under contract, tort, statute or otherwise, for any indirect, incidental, consequential or special loss or damage, including but not limited to loss of:

17.4.1. profits, savings or revenue;

17.4.2. business and/or goodwill.

For the avoidance of doubt, none of the types of loss referred to in Sections 17.4.1 and 17.4.2 shall constitute direct loss for the purposes of this Agreement.

17.5. Notwithstanding any other provision of this Agreement, neither party limits or excludes its liability for:

17.5.1. death or personal injury to the extent that such injury results from the negligence of such party or its employees, officers or subcontractors; and

17.5.2. fraudulent misrepresentation.

18. CHANGES TO THE ICPC'S MEMBERSHIP TERMS AND CONDITIONS

Alterations to The ICPC's membership terms and conditions as documented within this Agreement may be authorised by the Executive Committee from time to time provided that at least 3 months written notice is given to the Members. If a Member disagrees with such alteration, it may terminate its participation in this Agreement without liability.

The current version of this Agreement shall be available for review at any time on The ICPC's website at www.iscpc.org via the tab marked "Join ICPC".

19. EFFECTIVE DATE

This Agreement shall become effective on the date that it is signed by a representative of both Parties.

20. GOVERNING LAW

This Agreement shall be interpreted and governed in all respects by the laws of England and Wales.

21. MEDIATION & ARBITRATION

21.1. If any dispute or controversy arises out of or under the terms of this Agreement (the "Dispute"), senior representatives of ICPC Ltd and the Applicant, with authority to settle the Dispute, will establish contact in a good faith effort to resolve the Dispute, within **10** days of any written request from either ICPC Ltd or the Applicant.

21.2. If the Dispute is not settled within **10** days of the meeting referred to above, or within such further period as the Parties may agree in writing, the Dispute shall be referred to and finally resolved by arbitration in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules, by a single arbitrator appointed in accordance with such rules. The place of arbitration shall be London and the language of the arbitral proceedings shall be English.

21.3. The decision and award resulting from such arbitration shall be final and binding on the Parties. Judgment upon the arbitration award may be rendered by any court of competent jurisdiction, or application may be made to such court for a judicial acceptance of award and an order of enforcement. To the extent permissible under the applicable laws, ICPC Ltd and the Applicant waive all rights to object to any actions for judgment or execution, which may be brought before a court of competent jurisdiction on an arbitration award or on a judgment rendered thereon.

21.4. Any other Member which has served written notice on ICPC Ltd of its involvement in the Dispute shall be entitled to:

21.4.1. receive notice of and attend any meeting to be conducted pursuant to Section 21.1 hereof;

21.4.2. be party to any arbitration proceedings pursuant to Section 21.2; and shall be deemed to accept and be bound by the provisions of Section 21.3 hereof.

22. SURVIVABILITY AND SEVERANCE

22.1. The obligations of ICPC Ltd and the Applicant under Sections 10, 12, 16, 19, 20, 21, and 22 of this Agreement shall survive expiration or termination hereof, and shall continue hereafter in full force and effect.

22.2. If any part of this Agreement is held to be illegal or unenforceable, under any enactment or rule of law, that part shall be deemed not to form part of this Agreement and the enforceability of the rest of this Agreement shall not be affected.

23. ENTIRE AGREEMENT

This Agreement (together with any updates to The ICPC's membership terms and conditions provided to Members by The ICPC pursuant to Section 18 above) constitutes the entire agreement and understanding of the Parties and any and all other previous agreements, arrangements and understandings (whether written or oral) between the Parties with regard to the subject matter of this Agreement are hereby excluded. Nothing in this Agreement shall operate to limit or exclude any liability for fraudulent misrepresentation.

DOCUMENT HISTORY

| Issue | Reason for Issue |
|--------------|---|
| 1 | Initial issue. |
| 2 | Insertion of requirement for EC Members to be permanent employees of their Member company. |
| 3 | Addition of Cable Supplier membership category and Associate Membership class. Removal of Provisional Membership class. EC term of office extended to three years and EC Meeting Rota removed. Subscription fee amended and pro-rata billing removed. |

| | |
|---|--|
| 4 | Anti-bribery and Corruption Policy inserted and requirement for compliance added to Members' responsibilities. Subscription fee amended and pro-rata billing re-inserted. |
| 5 | Subscription fee amended. |
| 6 | Insertion of limitation of one EC election candidate from Full Members that are corporate affiliates or are otherwise subject to common ownership or control. |
| 7 | Separate subscription fees for Full and Associate Members. Subscription fee for Full Membership amended. |
| 8 | Addition of Associate Member EC Representative details in Membership Agreement and Terms of Reference of the Executive Committee. Addition of 'no-conflict clause. Clarification of EC voting procedure, qualifications and Chair and Vice-Chair terms of office. Clarification of Full Membership criteria. Insertion of requirement for a minimum number of Directors and clarification that not all EC Members must become Directors. |
| 9 | Addition of member conduct language in Sections 2.2, 3 and 4. Membership fee pro-rated only for first six months in membership year. Addition of Technology and Trade Controls Compliance Policy. Annex 3. Update EC voting from two-thirds to one half to pass a vote in favour. |

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorised representatives:

For and on behalf of.....

Signed..... Print:

Title:

Date:

For and on behalf of: **ICPC Ltd**

Signed: Print:

Title: Authorised signatory for the Company Secretary of ICPC Ltd

Date:

Note: Email exchange of a scanned image of this completed signature page will be accepted as a means of giving effect to this Agreement – Section 12 above refers.

TERMS OF REFERENCE FOR THE EXECUTIVE COMMITTEE

1. COMPOSITION

The size of the Executive Committee (EC) shall normally be in the range of 15-20% of the total membership of The ICPC provided that a maximum number of fifteen people (excluding the Chairman, Vice-Chairman, the Associate Member EC Representative and Plenary Host) is not exceeded.

The elected Chairman, vice-Chairman and the appointed General Manager of The ICPC shall also undertake these roles within the Executive Committee. The Plenary Host member shall be temporarily seconded to be a full EC member from the time of his appointment as Plenary Host until the Minutes for the Plenary meeting concerned have been agreed by the EC for distribution. If the Plenary is hosted by more than one member, the co-hosting parties shall appoint one of their number to serve as the Plenary Host member on the EC.

The Plenary Committee shall elect other Full Members to serve on the EC.

2. TERM OF OFFICE

The Term of Office for EC Members and the Associate Member EC Representative shall start on completion of the Plenary meeting at which they were elected to serve on the EC and end on completion of the third Plenary meeting following their election.

3. QUALIFICATION REQUIREMENTS FOR EC MEMBERS

Only Full Members of The ICPC who are represented by a permanent employee can be elected to serve on the EC. Associated organisations (i.e., organisations that are corporate affiliates or are otherwise subject to common ownership or control of any type) are not permitted to field more than one candidate for election to any position on the ICPC Executive Committee. Their single candidate, if elected, will hold the position on behalf of his or her sponsoring organisation only, and not on behalf of the associated organisations as a group.

EC membership and leadership positions shall be limited to Full Members whose primary activity in relation to submarine cables is that of submarine cable operator, installer, supplier, or survey company.

Although all EC members must be prepared to become Directors of ICPC Ltd. if asked, it would not be necessary for incoming EC members to become Directors of ICPC Ltd. if the number of existing directors equals or exceeds five. Subject to attending at least 50% of EC meetings as measured since service on the EC started, there is no limit to the number of terms that any Full Member may serve on the EC. Recognising that EC members serve without compensation, they are expected to contribute to the work in fulfilment of the objectives of the ICPC including, for example, participation in working groups, revising recommendations, occasional external representation and other activities in support of the ICPC.

4. EC MEMBER ELECTION PROCESS

Full Members of The ICPC who wish to serve on the EC may submit an election statement for consideration by the membership before the election takes place. The election statement

provides an opportunity for the volunteering Member to demonstrate how its election to the EC will benefit The ICPC.

The election process shall be organised by the General Manager and Chairman during the course of the Plenary meeting and conducted by secret ballot. The result shall be announced before the Plenary meeting is concluded.

In the event that fifteen or less members volunteer for service on the EC (excluding the Chairman, Vice-Chairman and Plenary Host) the election shall be deemed to have taken place and all volunteers accepted.

5. ASSOCIATE MEMBER EC REPRESENTATIVE ELECTION PROCESS

Associate Members of The ICPC who wish to serve as Associate Member EC Representative may submit an election statement for consideration by the Associate Members before the election takes place. The election statement provides an opportunity for the volunteering Associate Member to demonstrate how its election as Associate Member EC Representative will benefit The ICPC.

The election process shall be organised by the General Manager and Chairman during the course of the Plenary meeting and conducted by secret ballot of Associate Members. The result shall be announced before the Plenary meeting is concluded.

6. ROLE OF THE EXECUTIVE COMMITTEE

Recognising that ICPC Ltd has been established to serve the common interest of the membership of The ICPC on an exclusive basis, the role of the EC is to ensure that the Directors of ICPC Ltd are fully aware of the Members' requirements.

7. PROCEDURE

7.1. Quorum

The quorum for a meeting of the EC shall be not less than half of the total number of EC members.

7.2. Voting

Decisions that require a vote by the EC may be decided at any meeting of the EC provided that a quorum is present and 50 percent or more of those EC Members present vote in favour.

Each EC member shall have only one vote regardless of the number of representatives they have in attendance at EC meetings. The Associate Member EC Representative may participate in debate but is not eligible to vote.

Where it is not possible or convenient to vote at an EC meeting the General Manager shall call for a ballot of all EC members. Decisions shall be made provided that not less than two-thirds of all EC Members vote and two-thirds or more of those voting vote in favour. Votes not received by the due date will be regarded as abstentions and not included in the counting of the votes.

The ballot will be conducted via any suitable communications medium as determined by the General Manager and a period as set out in ICPC Policy No.6 (EC Decision Making Process) allowed for the votes to be collected.

7.3. Meetings

To facilitate adequate planning time for Plenary meetings of The ICPC, it is agreed that a meeting of the EC will be held during the month of October each year and hosted in accordance with a rota that is reviewed and agreed at each meeting.

Once a date has been agreed for this meeting, it may only be rescheduled in the event that a quorum cannot be maintained. In such circumstances it is the responsibility of the General Manager to reschedule the meeting to the nearest possible date where both the host and a quorum is available.

In the event that a host wishes to cancel but a quorum is still available, the meeting will proceed in the host city as planned. In this event the General Manager will arrange a suitable meeting room and conference facilities in a convenient hotel. In these exceptional circumstances the additional costs will be to the account of The ICPC.

In addition to the above arrangements, the EC will routinely meet on the day before each Plenary meeting takes place. The Chairman may request further ad hoc meetings of the EC whenever deemed necessary.

ICPC

Competition Law Code of Conduct

All ICPC Full Members, Government Members and Associate Members and each of their Representatives shall read this Code of Conduct and undertake to adhere to the commitment set out below. Further information concerning the background to this Code of Conduct can be obtained from the General Manager.

A. GENERAL PRINCIPLES

- Those participating in ICPC activities undertake to comply in all respects with all relevant competition laws, rules and regulations. More particularly, such persons undertake not to participate in the activities listed in Section B below. Should there be any doubt if a particular conduct or action is compatible with such laws, rules and regulations the Members involved shall seek independent legal advice.
- The ICPC undertakes to take appropriate competition law advice on whether or not any particular new recommendation or activity is permitted or may be notifiable under any applicable competition or antitrust laws, rules and regulations.
- The ICPC shall, in the event that it is discovered that there has been an actual or potential breach of an applicable competition rule or regulation, take all necessary action to rectify such breaches as quickly and as practicably as possible.
- The ICPC will co-operate fully with any investigation or enquiry into its activities by any relevant competition law enforcement or surveillance authorities.

B. ACTIVITIES CONSIDERED INAPPROPRIATE

All Members and their representatives shall not discuss any of the following matters, either in the context of any ICPC meeting, or at any time when attending an ICPC meeting or event, including during breaks in any meetings or sessions or at any other time whether formally or informally:

1. Prices or Conditions of Sale

The prices of the capacity or services offered in their cables, or construction costs including:

- Individual company prices, price changes or conditions of supply.
- Industry pricing policies, price levels and changes in price.
- Mark-ups, discounts, allowances or credit terms.
- Costs of production or distribution
- Individual company figures on sources of supply, costs, production or sales.

The prices to be paid for the purchase with regard to cable systems of:

- components
- installation or maintenance
- governmental permits or licenses required for installation or landing.

2. Business Strategy

Information regarding future investment, production, distribution or the marketing plans of individual companies or groups of companies nor any matters relating to individual suppliers or customers, particularly any actions which might have the effect of excluding any company from the market, including:

- **Intention to establish new cables**

Any intention of any company to establish a cable, unless such information has been made public without any breach of this Agreement prior to the relevant ICPC meeting, session or contact.

- **Intention to decommission or withdraw cables from use or decrease capacity**

Any intention to decommission or withdraw cables from use, or any related matter such as the recovery aspects of any cable, unless the decommissioning or withdrawal from use has already been made public without any breach of this Agreement prior to the relevant ICPC meeting, session or contact.

- **Customer allocation**

Any intention not to pursue an individual customer or a group or type of customers.

- **Market allocation**

Any intention to limit sales to a particular region or group of customers.

- **Investments or technical developments**

Any particular technical developments or investments made by their companies other than as strictly necessary within the course of ICPC activities. (In any case, companies should not reveal any non-public information.)

- **Sensitive Information**

Any other commercially sensitive information, including non-public financial information, which could cause the recipients of the information to alter their commercial behaviour.

3. Group Action

- Members and their representatives shall not make any agreement involving or otherwise discuss any allocation or division of markets or customers.
- Although a Member may report on publicly available information regarding new technologies relating to the production, installation or maintenance of cable systems, the Members may not conduct discussions for the purpose of making a group evaluation of the quality, feasibility or effectiveness of such technologies.
- Before beginning the development or discussion of any proposed technical standards, ICPC will consult with competition counsel. Adherence by Members or non-Members to any technical standards developed and proposed by the ICPC relating to cable systems should be purely voluntary.

C. MEETING AGENDAS

The following text shall appear on each page of all ICPC Meeting Agendas:

“In ICPC meetings, members must not discuss pricing, competitively sensitive business information or other proscribed topics listed in the Competition Law Code of Conduct”.

ICPC

Technology and Trade Controls Compliance Policy

International Cable Protection Committee Limited (“ICPC Ltd.”) and the association it manages, the International Cable Protection Committee (the “Association,” together with ICPC Ltd, “ICPC”) have adopted this Technology and Trade Controls Compliance Policy (the “Policy”) to ensure compliance with applicable technology and trade controls, including export controls and economic sanctions. This Policy forms part of a comprehensive set of compliance practices, including:

ICPC Ltd. and the ICPC are committed to complying with relevant export controls and economic sanctions laws and regulations, as these may apply to its operations and activities, through the use of documented policies and procedures, training, recordkeeping, and internal reporting and compliance activities.

1 Scope

This Policy applies to all ICPC Ltd. and ICPC directors, officers, employees, contracted advisers, and agents, regardless of place of organization or citizenship. It also applies to ICPC members with respect to their membership activities undertaken pursuant to the ICPC Membership Agreement, participants in ICPC-sponsored events, and any third party who conducts business or acts on behalf of ICPC Ltd. or ICPC.

2. Export Controls

General Statement of Policy. It is the policy of ICPC Ltd. and the ICPC not trade in export-controlled items or to organize or sponsor events requiring export control authorizations. Although ICPC members regularly deal with export-controlled items in the conduct of their businesses, the ICPC does not believe that engagement in export-controlled activities is necessary to accomplish ICPC’s cable protection mission as set forth in the ICPC Ltd. Articles of Association and the ICPC Membership Agreement.

Plenary Papers and Presentations. It is the sole responsibility of authors and presenters at Plenary meetings and similar events, not the ICPC, to determine whether use or disclosure of their material (including paper proposals) requires the prior consent of other parties and, if so, to obtain such consent. As part of this policy, the ICPC requires authors and presenters to certify that all information contained in any materials submitted to the ICPC in connection with a Plenary meeting or similar event is not subject to export control restrictions or otherwise authorized or licensed for export or reexport.

Plenary Exhibitors. The ICPC requires exhibitors at Plenary meetings to assume all responsibility for satisfying applicable export control requirements for any goods, software, or controlled technology exhibited in connection with a Plenary meeting and to indemnify the ICPC for any claims arising from alleged non-compliance with applicable export controls.

Publications. The ICPC must not be involved with the publishing, the cost of publishing, or maintenance of export-controlled publications. Uncontrolled abstracts of papers presented at ICPC events requiring export control authorization may be published in the ICPC event agenda and records. It is the responsibility of the principal author or presenter to obtain the required clearances and authorizations.

3. Economic Sanctions

Based on place of legal organization, principal place of business, and nationality of personnel, ICPC Ltd. and the ICPC are subject to the jurisdiction of the economic sanctions and trade embargo regulations administered and enforced by the U.K. Office of Financial Sanctions Implementation (“OFSI”) and the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), among other authorities. OFSI and OFAC regulations could affect various ICPC activities including membership, Plenary and other meetings, awards, publishing, and travel. Consequently, the ICPC may not be able to provide certain services to certain designated countries or entities or individuals from those countries or entities.

Before engaging in any transaction, including any commercial relationship, accepting any membership applicant or nomination for a director or Executive Committee position, or paying any award or honorarium, ICPC Ltd. and/or the ICPC will screen the relevant parties to ensure compliance with applicable economic sanctions law and regulations, including country and regional embargos and sanctions targeting specific entities and persons. As appropriate, the ICPC will also screen non-member participants in ICPC-sponsored events. From time to time, ICPC Ltd. and the ICPC will re-screen existing parties in recurring transactions and relationships. If screening identifies a potential transaction involving a country, region, entity, or person subject to sanctions, the activity must cease immediately unless and until the ICLA determines otherwise.

4. Contract Provisions

ICPC Ltd. and the ICPC will include in all commercial agreements appropriate language to ensure compliance with this Policy.

5. Reporting, Non-Retaliation, and Compliance

Any questions regarding any part of this Policy should be directed to the General Manager and the ICLA. If any ICPC Ltd. and/or ICPC director, officer, employee, contracted adviser, or agent, or any ICPC member, has reason to believe that a violation of this Policy has occurred (or will occur), it is his or her duty to report it immediately to the General Manager. The required report may be made anonymously.

ICPC Ltd. and the ICPC strictly prohibit any discrimination, retaliation, or harassment against any person who reports a concern or who participates in any investigation of a concern. Any complaint that discrimination, retaliation, or harassment has occurred will be promptly and thoroughly investigated. If it is determined that discrimination, retaliation, or harassment against any ICPC Ltd. or ICPC employee occurred because he or she reported a concern or cooperated in an investigation, then appropriate disciplinary action will be taken, up to and

including termination of the person responsible for the discrimination, retaliation, or harassment.

ICPC Ltd. and the ICPC may undertake at any time formal or informal audits, investigations, or inquiries concerning compliance with this Policy and related procedures. ICPC Ltd. and the ICPC expect and require that all ICPC Ltd. and/or ICPC directors, officers, employees, contracted advisers, agents, and members will fully cooperate with ICPC Ltd. and the ICPC, outside counsel, outside auditors, or other similar parties in all such audits, investigations, and inquiries. Failure to cooperate constitutes a breach of this Technology and Trade Controls Compliance Policy and, in addition to other applicable legal obligations, may result in termination of employment or membership, cancellation of contracts, or other appropriate actions.

6. Training

ICPC Ltd. and the ICPC shall ensure that a copy of this Policy is distributed to all ICPC Ltd. and/or ICPC directors, officers, employees, contracted advisers, agents, and members. To ensure awareness and understanding of ICPC Ltd. and ICPC obligations under applicable requirements and to help these persons understand their roles and responsibilities under this Policy, the ICPC will provide training for these persons, as appropriate.

7. Recordkeeping

ICPC Ltd. and the ICPC will document all relevant transactions and payments to ensure compliance with this Policy. Copies of all transaction records and related compliance verification activities should be securely stored and retained until otherwise authorized by the General Manager, with the advice of the ICLA.

ICPC Ltd and the ICPC will comply with the retention requirements for all records compiled and maintained in accordance with applicable laws. Unless otherwise directed by the General Manager, with the advice of the ICLA, such records should be retained for a period of five years.

8. Compliance Contact

The ICLA is responsible for overseeing of ICPC's adherence to this Policy.