ICPC MEMBERSHIP AGREEMENT

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**", whose registered office is located at…….

INTRODUCTION AND BACKGROUND:

A. 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.

B. ICPC Ltd is a non-profit corporation that has been formed to help the members of The ICPC who have signed an ICPC Membership Agreement similar to this Agreement 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.

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

D. 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 will apply:

1.1. Agreement

"Agreement" means this Agreement made between ICPC Ltd and the Applicant inclusive of all annexes attached, as they may be amended or replaced from time to time.

1.2. Associate Member

"Associate Member" means a class of membership of The ICPC that carries the rights of membership for an Associate Member as described in Section 2, and "Associate Membership" carries the associated meaning.

1.3. Associate Member Executive Committee Representative

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

1.4. Cable Ship Operator

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

1.5. Chairman

"Chairman" means the chair of The ICPC that is elected as described in Section 6.4.

1.6. Executive Committee

"Executive Committee" or "EC" means the group of Members that is elected by the Members to represent their interests within The ICPC as described in Section 6.2.

1.7. Full Member

"Full Member" means a class of membership of The ICPC that carries the rights of membership for a full member as described in Section 2, and "Full Membership" carries the associated meaning.

1.8. Governmental Entity

"Governmental Entity" means a department, ministry or agency of any national government that is a "State Party" or eligible to be a "State Party" under the United Nations Convention on the Law of the Sea, as a "State Party" is defined in that Convention. The functions of such an entity could include government diplomatic, policy, regulatory, marine planning, ocean/seabed management and/or licensing activities.

1.9. Government Observer

"Government Observer" is a Government Entity that meets the definition as described in Section 1.8 and carries the rights set forth in Section 2.2.

1.10. General Manager

"General Manager" means the individual or company appointed by the Executive Committee to provide secretarial services to The ICPC and to act in the role titled "Company Secretary" for ICPC Ltd.

1.11. Intellectual Property Rights

"Intellectual Property Rights" means patents, copyrights and related rights, trademarks, 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.

1.12. Member

"Member" means either a Full Member or an Associate Member of The ICPC as each class of membership is described in Section 2.

1.13. Plenary

"Plenary" means a meeting or session of The ICPC able to be attended by all Members at a conference or assembly, held in accordance with the procedure set out in Section 6.

1.14. Submarine Cable Owner

"Submarine Cable Owner" means any entity that owns and/or operates an in-service submarine cable, including a cable for scientific or monitoring purposes, is a party to a consortium agreement (such as a construction and maintenance agreement or joint build agreement) for the development of such a cable, or has contracted solely or jointly for the installation of such a cable.

1.15. Submarine Cable Maintenance Authority

"Submarine Cable Maintenance Authority" means 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, including a cable for scientific or monitoring purposes.

1.16. Submarine Cable Manufacturer

"Submarine Cable Manufacturer" means any entity that manufactures a submarine cable.

1.17. Submarine Cable System Supplier

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

1.18. Submarine Cable Recovery Company

"Submarine Cable Recovery Company" means any entity that owns or has owned a submarine cable and/or is part of a consortium agreement, for the recovery of such a cable, or has contracted solely or jointly for the recovery of such a cable. In addition, such an entity shall own or operate one or more recovery vessels that have completed the recovery of a submarine cable.

1.19. Submarine Cable Route Survey Company

"Submarine Cable Route Survey Company" means 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.

1.20. Term of Office

"Term of Office" means, for the office holders of Chairman, Vice-Chairman, or Executive Committee representative, three years from the date of the Plenary meeting at which they were elected and ending upon completion of the third Plenary meeting following their election.

1.21. The ICPC

"The ICPC" means 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.

1.22. Vice-Chairman

"Vice-Chairman" means the chair of The ICPC that is elected as described in Section 6.5.

2. MEMBERSHIP AND OBSERVER CRITERIA

2.1. Membership Classes

Membership of The ICPC is available in 2 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, Submarine Cable Recovery Companies, 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.

- **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. Observer Classes

Observer status of The ICPC is available in 1 class as defined below:

- **Government Observer**

  Government Observer status is available to any Governmental Entity. Government Observers enjoy all the privileges of Full Membership of The ICPC except that they cannot vote or serve on the Executive Committee, and their representatives may not serve as Chairman or Vice-Chairman.

2.3. Eligibility and Qualification

Potential Members and Observers are eligible to apply for membership in the applicable membership or observer class, 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 or observer status of The ICPC in accordance with the membership and observer classes and criteria defined in this Agreement.

3. CESSATION OF MEMBERSHIP OR OBSERVER STATUS

Membership or Observer status of The ICPC will terminate automatically without notice under the following circumstances:

a) On resignation by the Member or Observer.

b) When the Member or Observer no longer meets the criteria as defined in Section 2.1 or Section 2.2, as applicable.

c) If the Member or Observer fails to comply with The ICPC's compliance policies as defined in Section 7.

d) If the Member or Observer fails to pay the membership fee within 30 calendar days of a final notice to pay being delivered.

e) If the Members have determined by majority vote that the behaviour of a Member or Observer 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 or Observer on a pro-rata basis.

3.1. MEMBERSHIP AND OBSERVER FEES

Membership and Observer fees are payable in advance by all Members and Observers and will be invoiced on an annual basis.

The membership fee for Full Membership, Associate Membership and Government Observer status is in accordance with the annually published fee schedule.

Notes:

a) For any Member or Observer 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 or Observer joining The ICPC within the second six months of the relevant membership year, The ICPC will invoice that Member

or Observer for 50 percent of the annual membership fee for that year but will not include ICPC Plenary admission in the fee. As described in Section 6.7, attendance at the ICPC Plenary by more than two delegates will be subject to registration fees published on the ICPC website.

b) No information shall be released by The ICPC until payment against the first invoice has been received.

c) It the responsibility of each Member or Observer 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 3 and 15 of this Agreement.

3.2. MEMBERSHIP AND OBSERVER APPLICATIONS

All applications for membership of The ICPC are to be submitted using the form at Annex 3 and will be considered by the Executive Committee. Applications that meet the applicable Member or Observer criteria as defined in Section 2.1 will be accepted.

4. COMMITMENT TO THE ICPC

The Applicant agrees to accept the obligations of a Member or Observer as defined in this Agreement. In particular, all Members and Observers agree to support the activities and objectives outlined in the introduction to this Membership Agreement and to avoid causing injury to The ICPC or ICPC Ltd. All Members and Observers 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 must 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 will take place once annually within the first six months of each year.

6.1.2. Venue

Plenary meeting venues will 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 will 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 is responsible for its own costs and expenses in attending Plenary and Executive Committee meetings.

6.1.6. Quorum

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

6.2. Appointment of The ICPC's Executive Committee

The composition and terms of reference for the Executive Committee are set forth in Annex 1 to this Agreement. Full Members will elect an Executive Committee in accordance with the process set out in the terms of reference 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 will be final.

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

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

6.4. Chairman of The ICPC

Candidates for the positions of Chairman of The ICPC must have served a minimum period of two years as primary representatives of Full Members on the Executive Committee and must have attended two main Executive Committee meetings and two Plenary meetings prior to notification of candidacy to the Secretariat.

The Full Members will elect a Chairman from the Full Members' representatives who will hold office for one Term of Office.

The elected Chairman of The ICPC will also serve as the Chairman of the Executive Committee and the Chairman of ICPC Ltd, in the capacity of Director as more particularly described in the ICPC Ltd Articles of Association.

6.5. Vice-Chairman of The ICPC

Candidates for the positions of Vice-Chairman must have served a minimum period of two years as representatives of Full Members on the Executive Committee and must have attended two main Executive Committee meetings and two Plenary meetings.

The Full Members will elect a Vice-Chairman from the Full Members' representatives who will hold office for one Term of Office.

The elected Vice-Chairman of The ICPC will also serve as the Vice-Chairman of the Executive Committee and the Vice-Chairman of ICPC Ltd., in the capacity of Director as more particularly described in the ICPC Ltd Articles of Association.

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 has 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 will have one vote. In circumstances where all Full Members are present at the meeting the Chairman will in addition have a casting vote to decide a tied vote.

Where it is not possible to vote at a meeting the Chairman must 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 will decide the outcome.

6.7. Plenary Attendance by Additional Participants

Except as otherwise provided below, each Member and Government Observer is entitled to have two delegates attend each Plenary. Each Member and Government Observer is entitled to have two additional delegates attend each Plenary (for a total of four delegates), subject to the payment of a registration fee published on the ICPC website.

If a Member or Government Observer wishes to have more than four delegates attend a Plenary, such attendance is subject to EC approval (including additional registration fees).

In all cases, due notice of the intention and purpose for additional participants' attendance at the meeting must be provided to the General Manager.

To discourage opportunistic attendance at Plenary meetings, a Member or Observer that pays a prorated 6 month Membership Fee will not be entitled to the benefit of having two delegates attend that years Plenary without paying the per-delegate registration fee posted on the ICPC's website.

Attendance of Other Invitees

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 the ICPC Plenary and/or meetings of the Executive Committee.

6.8. 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.

6.9. Circulation of Minutes

Draft minutes shall be distributed to meeting attendees. Any proposed correction or amendment of the draft minutes by a Member must be notified to the General Manager within the subsequent 30 calendar days following distribution. Final minutes will then be distributed to all Members and Observers within the subsequent 30 calendar days.

7. COMPLIANCE WITH COMPETITION LAW, ANTI-BRIBERY AND ANTI-CORRUPTION LAW, AND TECHNOLOGY AND TRADE CONTROLS

The Applicant agrees to ensure that its representatives have read and will comply at all times throughout its term as a Member or Observer with The ICPC's Competition Law Code of Conduct set out in Annex 2 and with The ICPC's Technology and Trade Controls Compliance Policy, as set out in Annex 3. The ICPC has a zero-tolerance approach to non-compliance in any of these areas.

8. INTELLECTUAL PROPERTY RIGHTS

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

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

9. CONFIDENTIALITY

The Applicant undertakes that it will 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 will 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.

10. COMMUNICATIONS AND DOCUMENT TRANSMISSION

Email will be the normal method of communication between The ICPC and its Members and Observers. 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.

11. NO AGENCY

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

12. RELATIONSHIP OF THE PARTIES

The relationship of the parties under this Agreement is 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.

13. 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.

14. DISSOLUTION OF THE ICPC

ICPC Ltd has the right, upon 60 calendar days' prior written notice, to dissolve The ICPC by terminating all Membership Agreements.

15. LIMITATION OF LIABILITY

15.1. This Section 15 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 15.4 below, hereby excluded to the extent permitted by law.

15.2. In the event of dissolution of The ICPC and termination of this Agreement by ICPC Ltd pursuant to Section 14, each Member or Observer will be entitled to receive, as its sole and exclusive remedy, a refund of any portion of duly paid and as-yet uncommitted membership fee of a Member or Observer. Upon such refund, any further liability of ICPC Ltd to the Member or Observer will be extinguished. This remedy is in lieu of all other remedies, whether oral or written, express or implied.

15.3. Each party's liability to the other in the event of any other claim is limited to a maximum amount equal to the duly paid membership fee of the Member or Observer in the membership year in which the cause of action which is the subject of the claim arises.

15.4. 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:

15.4.1. profits, savings or revenue; or

15.4.2. business and/or goodwill.

For the avoidance of doubt, none of the types of loss referred to in Sections 15.4.1 and 15.4.2 constitute direct loss for the purposes of this Agreement.

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

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

15.5.2. fraudulent misrepresentation.

16. 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 and Observers. If a Member or Observer disagrees with such alteration, it may terminate its participation in this Agreement without liability.

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

17. EFFECTIVE DATE

This Agreement becomes effective on the date that it is signed by a representative of both parties.

18. GOVERNING LAW

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

19. MEDIATION & ARBITRATION

19.1. 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 calendar days of any written request from either ICPC Ltd or the Applicant.

19.2. If the Dispute is not settled within 10 calendar days of the meeting referred to above, or within such further period as the parties may agree in writing, the Dispute will 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 will be English.

19.3. 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.

19.4. Any other Member or Observer which has served written notice on ICPC Ltd of its involvement in the Dispute will be entitled to:

19.4.1. receive notice of and attend any meeting to be conducted pursuant to Section 19.1 hereof; and

19.4.2. be party to any arbitration proceedings pursuant to Section 19.2; and be deemed to accept and be bound by the provisions of Section 19.3.

20. SURVIVABILITY AND SEVERANCE

20.1. The obligations of ICPC Ltd and the Applicant under Sections 8, 10, 14, 17, 18, 19, and 20 of this Agreement will survive expiration or termination hereof, and will continue hereafter in full force and effect.

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

21. ENTIRE AGREEMENT

This Agreement (together with any updates to The ICPC's membership terms and conditions provided to Members and Observers by The ICPC pursuant to Section 16 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 will 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 class 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.
10	Clarified Term of Office period for Chairman and Vice-Chairman. Reviewed EC numbers in line with increased membership numbers. Amendment to EC member attendance requirements at EC meetings. Added scientific/monitoring as an activity in Submarine Cable Owner and Submarine Cable Maintenance Authority definition.
11	Editorial cleanup; Addition of a Govt Observer status, and addition of Submarine Cable Recovery Company as Full Member; Review of use of definitions; Consolidation of Sections 7, 8, and 9 regarding compliance policies (now Section 3 and new Section 7); Annex 1, Section 1 amendment to minimum and maximum number of EC representatives; Annex 1, Section 7.1 addition of quorum for virtual meetings; Section 3.1, amend reference to specific Membership Fee, to be published separately on ICPC website; Section 3.1a clarify Plenary attendance; Section 6.7, updates to clarify Plenary attendance

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 10 above refers.

ANNEX 1 - TERMS OF REFERENCE FOR THE EXECUTIVE COMMITTEE

1. COMPOSITION

The Executive Committee ("EC") will consist of a minimum number of 12 persons and a maximum number of 16 persons (excluding the Chairman, Vice-Chairman, the Associate Member EC Representative and Plenary Host).

The elected Chairman, vice-Chairman and the appointed General Manager of The ICPC will also undertake these roles within the EC. The Plenary Host Member shall be temporarily seconded to be an EC Member from the time of their 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.

2. TERM OF OFFICE

The Term of Office for EC Members and the Associate Member EC Representative will be one Term of Office starting at the Plenary meeting at which they were elected and ending upon 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 as EC Members. 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 EC. Their single candidate organisation, if elected, will hold the position on behalf of their sponsoring organisation only, and not on behalf of the associated organisations as a group.

EC membership will be limited to Full Members.

Although all EC Members must be prepared to have their representatives serve as directors of ICPC Ltd. if asked, it would not be necessary for representatives of incoming EC Members to become directors of ICPC Ltd. if the number of existing directors equals or exceeds five. Recognising that EC Members serve without compensation, they and their representatives 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.

3.1. Appointment of Primary Representatives

To facilitate communication and continuity of decision making within the EC, an EC Member or Associate Member EC Representative will upon election or re-election notify the General Manager within 10 calendar days of name and contact details of the individual who will serve, or continue to serve, as the primary representative of that EC Member or Associate Member EC Representative. Multiple primary representatives are not permitted for a single EC Member or Associate Member EC Representative. An EC Member or Associate Member EC Representative will also notify the General Manager within 10 calendar days of a change in its primary representative.

3.2. Attendance at EC Meetings

For an EC Member's initial elected term, an individual designated as its primary representative must attend in person all EC meetings during that initial elected term to be eligible to stand for re-election for a second term. For each subsequent consecutive elected term following the initial elected term, an EC Member's designated primary representative must attend in person at least two-thirds of EC meetings. If an EC Member's designated primary representative fails (a) to attend in person two consecutive EC meetings, or (b) fails to attend at least two thirds of all EC meetings during a particular term following the initial term, that EC Member will be ineligible to seek re-election to the EC or to have any of its representatives seek the position of Chair or Vice Chair. An EC Member that becomes ineligible for re-election may seek election for a subsequent term (following a term of ineligibility) subject to the attendance requirements set forth herein. If elected, the relevant term would be deemed that EC Member's initial elected term. Recognizing that there may be extenuating circumstances, these EC meeting attendance and eligibility requirements remain subject to the discretion of the EC, which may vote by a simple majority (excluding the EC Member in question) to waive any of these requirements. Subject to the stated election and attendance requirements, there is no limit to the number of terms an EC Member organisation may serve.

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 and conducted by secret ballot. The result shall be announced before the Plenary meeting is concluded.

In the event that 16 or fewer 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 will be organised by the General Manager and Chairman and conducted by secret ballot of Associate Members. The result will be announced before the Plenary meeting is concluded.

6. ROLE OF THE EC

Recognising that ICPC Ltd has been established to serve the common interest of the membership of The ICPC on an exclusive basis, the Directors of ICPC Ltd will adhere to the decisions of the EC on behalf of ICPC Members.

7. PROCEDURE

7.1. Quorum

The quorum for a meeting of the EC will consist of in-person attendance of the primary representatives (or, the in the event the EC decides to recognize in-person attendance by designated alternate representatives) of not less than half of the total number of EC Members.

In the event that an EC meeting is conducted only virtually for all participants, the quorum for such an EC meeting will consist of the primary representatives of 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 two thirds or more of those EC Members present vote in favour.

Each EC Member will 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 EC deliberations but is not eligible to vote.

Where it is not possible or convenient to vote at an EC meeting, the General Manager must call for a ballot of all EC members. Decisions will 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.

ANNEX 2 – ICPC COMPETITION LAW CODE OF CONDUCT

All ICPC Full Members, Associate Members, and Government Observers and each of their representatives must 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 and Observers involved will 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 must, 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, Observers, and their representatives must 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.

ANNEX 2

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, Observers, and their representatives must not make any agreement involving or otherwise discuss any allocation or division of markets or customers.

- Although a Member or Observer 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, Observers, 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, Observers, and other participants and attendees must not discuss pricing, competitively sensitive business information or other proscribed topics listed in the Competition Law Code of Conduct".

ANNEX 3 - ICPC TECHNOLOGY AND TRADE CONTROLS COMPLIANCE POLICY

ICPC Ltd. and The 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 commitment 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 of ICPC Ltd. and The ICPC directors, officers, employees, contracted advisers, and agents, regardless of place of organization or citizenship. It also applies to 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 The ICPC.

2. Export Controls

General Statement of Policy.
It is the policy of ICPC Ltd. and The ICPC to 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 The 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 EC 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 legal adviser to The ICPC (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 or Observer, has reason to believe that a violation of this Policy has occurred (or will occur), it is their 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 The 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, Members, and Observers 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 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, Members and Observers. To ensure awareness and understanding of ICPC Ltd. and The 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.