

# 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.