



Subsea Wireless Group

SWIG Network Membership Terms and Conditions

1. Introduction

The Subsea Wireless Group (SWIG) is an association of companies, whose vision is: To promote and direct the use of subsea wireless communication. SWIG will work to bring together a cross section of companies and organisations within the subsea communications community to advance radio-frequency in the subsea industry." SWIG consists of Members and a Steering Committee (as defined in paragraph 4 below).

1.1 Network management services are provided by Oakland Innovation Ltd doing business as OTM Consulting. Please contact the SWIG Coordinator at OTM for additional information (Email: membership@subseawirelessgroup.com).

1.2 By applying for or renewing membership of SWIG, Members agree to be bound by the following Conditions.

2. Definitions

2.1 In these Conditions, the following capitalised words and expressions have the meanings set opposite them:

"Affiliate" means, in relation to a Member, any subsidiary, subsidiary undertaking or holding company thereof, or a subsidiary or subsidiary undertaking of any such holding company.

"Confidential Information" means, in relation to any Member, any technical or other information which is of a confidential or business sensitive nature, and which is either designated as confidential or which the receiving Member ought reasonably to realise is confidential. Confidential Information includes, without limitation, Knowledge Sharing and Project IP.

"Intellectual Property" means any patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to

apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Knowledge Sharing" means any information disclosed by or acquired from a Member in the form of a presentation including, without limitation, information about the disclosing Member, details of its products and services or case studies.

"SWIG" means Subsea Wireless Group.

"Member" means any company which is or becomes a member of SWIG under paragraph 3 of these Conditions. Initially Members will be Oil & Gas Operating companies.

"Member Group" means one of the following categories to which a Member belongs: (a) Oil & Gas Operating companies; (b) Manufacturer / supplier company; (c) Academia or research organization.

"OTM" means Oakland Innovation Limited doing business as OTM.

"Project IP" means any set of guidelines or recommendations generated by a Working Group including, without limitation, recommended safety standards or test specifications.

"Website" means the project website or any successor domain name. The URL will be accessible by Members only.

"Working Group" means any group formed for the purpose of focusing on a particular area of interest to SWIG.

3. Membership

3.1 To become a Member, applicants must complete and return the attached Membership Application Form and membership application fee to OTM. The application will be considered by the Steering Committee. OTM will inform the applicant by e-mail of the decision. An applicant shall be deemed to be a Member from the date OTM confirms that the application has been successful.

3.2 SWiG's membership fee will be as set out in the Membership Application Form to which these Conditions are attached. Members may review their membership for future years. Subsequent year's membership fees will be reviewed by the Steering Committee. Members wishing to renew their membership in subsequent years will be notified of the fee by OTM in Q3 of the current year. This fee is subject to UK VAT (where applicable) at the prevailing rate (currently 20%). If membership fees or renewal fees are not received by OTM in cleared funds within 6 months of their becoming due and payable, all membership privileges shall cease in relation to the Member whose fees are outstanding.

3.3 On being accepted as a Member, the Member shall appoint a representative. All Members have equal representation in decision making. The representatives shall have power to:

- (a) decide on changes to the SWiG objectives, work scope and/ or budget,
- (b) agree any changes to Members' and OTM's confidentiality obligations, and
- (c) elect the Steering Committee.

3.4 Decisions shall be made by the representatives by simple majority vote (with 2/3's of all members voting), except for decisions to change Members' and OTM's confidentiality and Intellectual Property obligations, which require unanimity.

3.5 Members may terminate their membership by written notification to OTM. Termination will take effect at the end of the membership year in which notification was received by OTM. Members will have the opportunity to review future membership fees prior to being committed to future renewals.

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4. Steering Committee

4.1 The Steering Committee consists of at least 1 representative from each Member Group. In the first year the Steering Committee comprises one representative from each Member. New members of the Steering Committee will be elected on an annual basis to provide advice and direction to OTM in regard to membership approval, meeting agenda & format, meeting minutes review, and direction on group activities. Incumbent Steering Committee representatives may be invited to remain for longer than 12 months to aid continuity, with agreement of Members.

5. Confidential information

5.1 Each Member and OTM agrees to keep secret the Confidential Information of every other Member and, subject to paragraphs 7 and 8, not to disclose the same to any third party other than any of its Affiliates or OTM, without the consent of the disclosing Member.

5.2 Technical information supplied by Members during SWiG meetings shall be considered Confidential Information and shall belong to the Member from whom such information originates.

5.3 The restrictions in this paragraph 5 shall not apply to any information which:

- (a) at the time of disclosure is in the public domain, or
- (b) after disclosure becomes part of the public domain (otherwise than through unauthorised disclosure of the disclosing Member, OTM or Affiliate), or
- (c) the receiving party can show was rightfully in its possession at the time of disclosure without limitation or restriction of disclosure, or
- (d) is independently developed by the receiving party.



6. Obligations

- 6.1 Members shall participate in and contribute to SWiG in a professional, fair and responsible manner. OTM will use its reasonable endeavours to ensure that SWiG is managed as specified in the membership proposal. OTM shall not be held responsible for errors, failures or omissions in execution of SWiG, which are due to the Members not meeting their obligations under these Conditions.
- 6.2 SWiG does not intend to produce any Intellectual Property which is patentable. Nonetheless, it may produce documents or material in which copyright subsists.
- 6.3 No Member is obliged to grant any licences of their pre-existing Intellectual Property or proprietary information to other Members and these Conditions shall not be construed as creating such an obligation.
- 6.4 Members are prohibited from taking any photographs, or making any video or audio recording of any SWiG meeting.
- 6.5 Members shall at all times keep confidential their Website login details and shall be liable for any loss or damage incurred as a result of any unauthorised disclosure of such details.
- 6.6 All new Members are required to attend a SWiG induction briefing during the first meeting which they attend.

7. Knowledge Sharing

- 7.1 Members shall not be obliged to disclose Knowledge Sharing to other Members but may do so on a voluntary basis. Any disclosure by a Member of Knowledge Sharing shall not affect any pre-existing Intellectual Property which that Member may own in such Knowledge Sharing.
- 7.2 Members and OTM to whom Knowledge Sharing is disclosed:
- (a) shall not acquire any Intellectual Property in such Knowledge Sharing; and
 - (b) may share such Knowledge Sharing with their Affiliates and other Members, free of charge, but shall otherwise keep such Knowledge Sharing confidential in accordance with paragraph 5;

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- (c) shall, following the expiry or termination of their membership:
 - (i) remain entitled to use and/or share with their Affiliates and other Members, any Knowledge Sharing disclosed to them prior to the expiry or termination of their membership;
 - (ii) cease to be entitled to disclosure of Knowledge Sharing generated after the expiry or termination of their membership.

8. Project IP

- 8.1 Members of Working Groups shall not be obliged to contribute to Project IP developed by such Working Groups but may do so on a voluntary basis.
- 8.2 Members shall exercise good faith in disclosing to other Members of the Working Group and to OTM, in advance of any proposed development of Project IP and in any event within 6 months of their joining the relevant Working Group, any pre-existing patent which has been filed or registered which conflicts or is likely to conflict with such Project IP
- 8.3 The Intellectual Property in any Project IP developed shall vest absolutely in OTM on trust for the Members. Development of Project IP shall not affect any Member's pre-existing Intellectual Property.
- 8.4 Members to whom Project IP is disclosed:
- (a) may share such Project IP with their Affiliates and other Members, free of charge and with non-Members who have paid a fee to be agreed by the Steering Committee but shall otherwise keep such Project IP confidential in accordance with paragraph 5;
 - (b) shall, following the expiry or termination of their membership:
 - (i) remain entitled to the beneficial part-ownership of any Project IP disclosed to them prior to the expiry or termination of their membership;



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- (ii) cease to be entitled to beneficial part-ownership of any Project IP developed after the expiry or termination of their membership.

9. Warranties

9.1 Each Member warrants that it:

- (a) is entitled to supply any information or Intellectual Property which it supplies to SWiG, Members and OTM under these Conditions, having obtained all necessary consents and authorisations to do so; and
- (b) shall do all things necessary including executing such deeds and documents as are necessary to give effect to these Conditions.

9.2 The Members agree that in any membership year OTM's liability to a Member (whether in contract, tort or negligence) arising in connection with SWiG shall be limited in aggregate to the membership fee for the year in question.

10. Law and jurisdiction

10.1 These Conditions and any dispute arising under them (including non-contractual disputes) shall be governed by English law. Members agree to submit to the exclusive jurisdiction of the English courts.

10.2 SWiG's policy is to strictly adhere to competition law. Please refer to *pr_3370_SWiG Competition Law* for full details.



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SWIG Network Membership Application Form

Please complete and return with payment to:

Oakland Innovation Ltd doing business as OTM Consulting, Harston Mill, Royston Rd, Harston, Cambridge CB22 7GG (phone: +44 1223 875200). Attention: SWIG Network Coordinator, e-mail: membership@subseawirelessgroup.com

Organization / Company:

Hereby applies for membership to the SWIG Network as more fully described in OTM proposal pr_3370_SWIG Network and agrees to abide by the SWIG Membership Terms and Conditions as detailed in rp_3370_SWIG Membership Agreement:

Signature: Date:

Surname:..... First name: Title:

Company mailing / invoice address:

Street: City: Country: Post code:

Order number (if applicable):

Invoices for attention of:

Company groups (please check one box only):

- Oil & Gas Operating company
- Manufacturer / supplier company
- Academia or research organization
- Other (please state)

Primary SWIG representative:

(Communications from OTM & SWIG, other than invoices, will be sent to the primary representative)

Surname:..... First Name:..... Title:

Address (If different from above):

.....

Telephone:..... Fax: Email:

Payment instructions & information:

- Large Company** (annual revenue > \$5 M) - USD 6,300 + USD 1,250 joining fee (excludes UK VAT) – **Total for member in year 1 USD 7,550; year 2 onwards USD 6,300**
- Small Company** (annual revenue < \$5 M/Academic/Government) - USD 3,150 + USD 1,250 joining fee (excludes UK VAT)–**Total for member in year 1 USD 4,400; year 2 onwards USD 3,150**

Payment methods:

- Bank transfer: Please contact OTM for bank details.
- Bank credit card: Please provide OTM with card details (MasterCard & Visa only). Please note a 5% fee will be made for credit card transactions.
- Payment by check: Make check payable to Oakland Innovation Ltd.