

Application for Authorisation

Please complete in BLOCK CAPITALS and in black ink.

Notes

1. One copy of this form should be submitted to the **Director of Harbours, Sea Terminal Building, Douglas, Isle of Man, IM1 2RF** at least 3 months before the authorisation is required.
2. All the information requested must be provided. If any information is not available at the time of application please indicate at the appropriate section, giving reasons in a covering letter and submit the details separately as soon as possible. Any delay in forwarding details may result in the decision being delayed.
3. Authorisation cannot be backdated.
4. It is the responsibility of the applicant to obtain any consents or authorisations which may be required under any other legislation.
5. The application fee must be submitted with the initial application. The application will not be processed until the payment is received. Any delay in forwarding payment may result in the application decision being delayed.

1. Details of applicant

Name and address of
Company

Company details

Company no.

Registered office
address

Place of Incorporation

Name & address of
Controller/Parent
Company

Contact details

Name

Address (if different
from above)

Position in Company

Telephone no.

Email address

Please provide details of the applicant's accounts for the financial year before the date of the application.

2. Telecommunications Act 1984

Is the cable telecommunication apparatus within the meaning of the Telecommunications Act 1984(c11)?

Yes

No

If **Yes**, please give particulars of the relevant licence under section 5 of the Act.

3. Cable information

Please supply the following information relating to the cable:

(a) The name, type and specification class of the cable and of the system of which it will form part.

	Cable	System
Name		
Type		
Specification Class		

(b) The route of the cable including its place of origin, destination and the place and country of landing.

(c) Details of any links in the cable.

(d) The number of fibre pairs and transmission capacity.

(e) Is the cable optically amplified?

Yes

No

(f) The specification of the cable system and anticipated style of operation, including whether the system provides its own backup restoration in the event of catastrophic failure of one limb.

(g) Digital co-ordinates of the cable route, including any relevant data with respect to the chart or plan.

4. Works

Please provide the following information in relation to the proposed works:

(a) Please give particulars of the insurance policy of the body corporate covering the proposed works, including the level of cover.

Policy details

Level of cover

4. Works (continued)

(b) The proposed dates of commencement and completion of the laying of the cable.

Commencement date Completion date

(c) The proposed date of any works to be carried out on the foreshore, if any.

(d) The proposed date on which the cable will come into operation.

(e) The method of installation of the cable.

(f) The method by which the cable may be decommissioned.

(g) Will the cable cross the line of any other cable or any pipeline (as defined in section 6(3) of the Act)?

Yes No

If **Yes**, how would the crossing be achieved safely.

(h) Supply the name and address and place or incorporation of the owner or operator of the cable or pipeline in (g) above.

Name and address

Place of Incorporation

Has the consent of owner/operator been obtained?

Yes No

If **No**, state reason why not.

(i) Please provide details of any substances placed on the seabed relating to this project.

Proposed date	Type & size of materials	Quantity	Location of deposit		Drawing number
			From	To	

(j) Details of proposed disposal of any rock or other spoil originating from the works.

4. Works (continued)

- (k) What other authorities and interested parties have been consulted in connection with the works, and the outcome of such consultations?

Name and address of consultee	Outcome of consultation

Please supply the following documentation with this application:

1. A copy of any licence or consent referred to in part 2;
2. A letter from the insurer or broker by or through whom the policy referred to in part 4(a), including specific written confirmation that the policy covers the liabilities imposed by section 6 of the Act;
3. The application fee prescribed by the Submarine Cables Authorities (Fees) Regulations 2003; and
4. An environmental impact assessment of the effects of:
 - (a) the works, and
 - (b) the future operation of the cable.Refer to Regulation 3 of the Submarine Cables (Application for Authorisation) Regulations 2004 for further details on the Environment Impact Assessment.
5. A survey of the relevant part of the sea bed in such detail as is appropriate in the circumstances of the application.



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Tél : +33 (0)2 35 98 26 46
E-mail : rouen@cap-marine.com

INSURANCE CERTIFICATE

We undersigned, Cap-Marine SIACI SAINT HONORE SAS, marine insurance brokers, certify that we have placed the following policies:

Type of cover:

Open cover Construction All Risks (CAR) policy for installation of optical fiber submarine cables and systems – for Ordinary Risks and War Risks .

Insured / Additional Insured :

Insured :Alcatel Submarine Networks

Additional Insured: for the **Havhingsten** project as Purchaser (Purchaser's directors, officers, employees, subsidiaries and Affiliates) : "**Havhingsten Consortium Members**".

Location of the Havhingsten project: Ireland, Isle of Man, UK and Denmark.

Period of attachment : 1st June 2019 up to 31st May 2021

Open Policies :

- n° R02206C: Ordinary Risks underwritten by **Swiss Re International Se** as Leading Insurer for a maximum limit of 110,000,000 EUR per occurrence.

General Conditions:

- Institute Clauses for Builders' Risks (1/6/88) amended as attached including the deletion of the earthquake and volcanic eruption exclusion Clause No.6 (CL 351)
- Institute Cargo Clauses (A) 1/1/82.(CL 252)
- Institute Cargo Clauses (Air) 1/1/82.(CL 259)
- Institute extended radioactive contamination exclusion clause. (CL 370)
- Institute Cyber Attack Exclusion Clause. (Cl. 380)
- Sanction Clause

And

- n° R02216C: War Risks underwritten by **Garex** as Insurer for a maximum of 77,500,000 EUR per occurrence.

For non-submersible parts of INSURED PROPERTY, cover shall remain valid up to delivery to final destination subject to a maximum period of 60 days from the discharge from the overseas vessel, aircraft, inland watercraft, and up to provisional acceptance only for damage caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions or any terrorist or any person acting from a political motive;

For the submersible part of the INSURED PROPERTY, the cover shall remain valid up to provisional acceptance.



General Conditions:

- Institute War Clauses Builders' Risks (1/6/88) Cl. 349 and Institute Strikes Clauses Builders' Risks (1/6/88) Cl. 350
- Cargo War Risks, French printed form ed. 01/10/2008 amended on 01/07/09.
- Intitute War Cancellation Clause (Cargo) CL 271 ed 1/12/82
- Institute Notice of Cancellation - Automatic Termination of Cover and War wand Nuclear Exclusions Clause – Hull, etc. Cl.359 ed 01/01/95
- Institute Radioactive Contamination, Chemical, Biological, Bio Chemical and Electromagnetic Weapons Exclusion - Clause Cl. 370
- Institute Cyber Attack Exclusion Clause Cl. 380
- Sanction Clause – JW2010004
- Several Liability LSW1001-8

Cargo insurance, Sea bed Insurance and War insurance are included in these policies in compliance with the **Havhingsten** contract..

It is noted and agreed that project **Havhingsten** is to be added to these open policies at the date when equipment , part of the project, will leave he builder's premises in order to be shipped to intermediate consolidation site and /or to final site.

As per contract requirements, it is noted and agreed that applies to this contract project, a waiver of insurers rights of recourse or subrogations against the Havhingsten Consortium Members.
It is also noted and agreed that, we Cap-Marine SIACI SAINT HONORE SAS will give the Purchaser not less than thirty (30) day's notice before termination of the policies.

Issued in Bois-Guillaume on July, 16th 2019

SIACI SAINT HONORE SAS
Espace Leader, Rue Gustave Eiffel –BP 861
76235 Bois-Guillaume Cedex, France
Courtier d'assurance ou de réassurance,
conseiller en investissement financier (CIF),
courtier en opérations de banque et en services de paiement
RCS Paris 572 059 939
ORIAS N° 07 000 771

To Whom It May Concern

22 July 2019

Dear Sirs,

CONFIRMATION OF INSURANCE

Nokia Corporation and Nokia Oyj and any of its affiliated subsidiaries and associated companies domiciled anywhere in the world including Alcatel Submarine Networks

As requested by the above client, we are writing to confirm that we act as Insurance Brokers to the client and that we have arranged insurance(s) on its behalf as detailed below:

GENERAL LIABILITY

LEAD INSURER	XL Insurance Company SE
POLICY NUMBER	IEG0067900LI19A
PERIOD OF INSURANCE	01 May 2019 to 30 April 2020, both days inclusive Local Standard Time
LOSS LIMIT(S)	EUR 25,000,000 any one Event and in the aggregate for Products and Pollution.
SITUATION	Worldwide
ADDITIONAL INFORMATION	Project: Havhingsten Project

This certificate is being issued in relation to on-shore work only.

EMPLOYERS' LIABILITY

LEAD INSURER	XL Insurance Company SE
POLICY NUMBER	IEG0067900LI19A
PERIOD OF INSURANCE	01 May 2019 to 30 April 2020, both days inclusive Local Standard Time
LOSS LIMIT(S)	GBP 5,000,000 any one Event
SITUATION	Worldwide
ADDITIONAL INFORMATION	Project: Havhingsten Project

This certificate is being issued in relation to on-shore work only.



The currency of the policy is EUR. As requested, and for information purposes only, the loss limit(s) shown under Employers Liability have been converted to GBP based on the following rate of exchange: EUR1.00 = GBP0.89664 as at 22 July 2019 from Oanda.com.

We have placed the insurance which is the subject of this letter after consultation with the client and based upon the client's instructions only. Terms of coverage, including limits and deductibles, are based upon information furnished to us by the client, which information we have not independently verified.

This letter is issued as a matter of information only and confers no right upon you other than those provided by the policy. This letter does not amend, extend or alter the coverage afforded by the policies described herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this letter may be issued or pertain, the insurance afforded by the policy (policies) described herein is subject to all terms, conditions, limitations, exclusions and cancellation provisions and may also be subject to warranties. Limits shown may have been reduced by paid claims.

We express no view and assume no liability with respect to the solvency or future ability to pay of any of the insurance companies which have issued the insurance(s).

We assume no obligation to advise yourselves of any developments regarding the insurance(s) subsequent to the date hereof. This letter is given on the condition that you forever waive any liability against us based upon the placement of the insurance(s) and/or the statements made herein with the exception only of wilful default, recklessness or fraud.

This letter may not be reproduced by you or used for any other purpose without our prior written consent.

This letter shall be governed by and shall be construed in accordance with English law.

Yours faithfully,



Marsh Ltd