



**PUBLIC SERVICES AGREEMENT
BETWEEN
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION
AND
INMARSAT ONE LIMITED
AND
INMARSAT TWO COMPANY

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**PUBLIC SERVICES AGREEMENT BETWEEN
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION,
INMARSAT ONE LIMITED AND INMARSAT TWO COMPANY**

PUBLIC SERVICES AGREEMENT made on _____ day of _____ 1999 among:

(1) **THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION** (the "Organization"), an intergovernmental organization established under the Convention on the International Mobile Satellite Organization and the Operating Agreement relating thereto, which entered into force on 16 July 1979, as amended, with its headquarters at 99 City Road, London, EC1Y 1AX;

(2) **INMARSAT ONE LIMITED**, a company incorporated under the law of England and Wales, with registered number 3674573 with its registered office at 99 City Road, London EC1Y 1AX, and, after the Completion (as defined in Whereas Clause (F)), **INMARSAT HOLDINGS LIMITED** ("Holdings"); and

(3) **INMARSAT TWO COMPANY**, a company incorporated under the laws of England and Wales, with registered number 3675885 with its registered office at 99, City Road, London, EC1Y 1AX, and, after the Completion (as defined in Whereas Clause (F)), **INMARSAT LIMITED** ("the Company").

WHEREAS:

(A) In connection with the restructuring of the Organization, and in order for its business to remain commercially viable in the long term, the business and other activities formerly carried on by the Organization have been transferred to the Company;

(B) The Organization, Holdings and the Company have identified certain public service obligations, as defined in this Agreement, in which third parties have an interest, and which were hitherto vested in the Organization and now form the subject of this Agreement. These public service obligations implement the basic principles set forth in Article 3 of the Convention;

(C) The Organization, Holdings and the Company acknowledge that the public service obligations must be maintained and that the agreement of the Company in assuming such obligations was a prerequisite to the agreement of the Organization in sanctioning the restructuring and that the performance of the obligations by the Company is of continuing material benefit to the Organization and its Parties;

(D) In accordance with Article 4 of the Convention, this Agreement sets out the rights of the Organization to oversee and ensure the observance by the Company of its public service obligations;

(E) This Agreement also records the intention of Holdings to pursue a listing of its shares within approximately two (2) years from the date of this Agreement;

(F) Inmarsat One Limited and Inmarsat Two Company shall after completion of the transactions contemplated by the Master Transition Agreement and the Restructuring Agreements (as defined in Clause 1.1 of the Master Transition Agreement) (“the Completion”) be re-registered as Inmarsat Holdings Limited, and as Inmarsat Limited, each a private company limited by shares.

IT IS AGREED AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

In this Agreement and in the Recitals hereto, the following terms shall have the following meanings:

Articles means the Articles of Association of Holdings or the Company, as the case may be, and as amended from time to time, provided that references to particular numbered Articles are to those contained in the Articles to be adopted on the Completion date;

Assembly means the Assembly of Parties referred to in the Convention;

Board means the Board of Directors of Holdings or the Company, as the case may be;

Business Transfer Agreement means the Agreement between the Organization and the Company providing for the transfer of the business formerly carried on by the Organization to the Company;

Convention means the Convention on the International Mobile Satellite Organization which entered into force on 16 July 1979, as amended from time to time;

GMDSS means the Global Maritime Distress and Safety System as established by the International Maritime Organization;

IMO means the International Maritime Organization;

ITU means the International Telecommunication Union;

International Standards and Regulations mean the standards and texts as defined in Clause 3;

Master Transition Agreement means the Agreement between the Organization, Holdings and the Company, and others dealing with certain arrangements giving effect to the restructuring of the Organization;

Memorandum means the Memorandum of Association of Holdings or the Company, as the case may be, and as amended from time to time, provided that references to particular numbered Clauses are to those contained in the Memorandum to be adopted on the Completion date;

Public Service Obligations means the obligations of the Company set out in Clause 2;

Party means a State for which the Convention has entered into force;

Satellites means any or all of the Satellites owned, leased or operated by the Company;

Shareholders' Agreement means an agreement among Holdings and its shareholders in relation to certain arrangements relating to the listing of Holdings' shares on the terms set out therein;

Ship Earth Station Standards means all or any of Inmarsat-A, Inmarsat-B, Inmarsat-C and Inmarsat-E ship earth stations (SES) or any future SES standards which conform to the applicable technical requirements documents or system definition manuals for each respective SES, and which are determined by the IMO to comply with the maritime communications equipment requirements of Chapter IV of the SOLAS Convention, as amended from time to time;

SOLAS Convention means the International Convention on the Safety of Life at Sea, 1974, as amended from time to time;

Space Segment means the Satellites, and the tracking, telemetry, command, control, monitoring and related facilities and equipment required to support the operation of the Satellites, including Network Coordination Stations (NCS) and Automatic Frequency Control (AFC) Pilots owned or leased by the Company.

1.2 **Headings**

Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

2 PUBLIC SERVICE OBLIGATIONS

2.1 Provision of GMDSS Services

2.1.1 The Company shall assume the obligation to ensure the continuity of maritime satellite distress and safety communications services for the GMDSS in accordance with this Agreement.

2.1.2 The Company is obliged to continue to make available Space Segment capacity, and to maintain and support applicable Ship Earth Station standards, services and systems including Inmarsat-A, B, C and E services, and any other Inmarsat standards, services or systems included in, and complying with, requirements of the SOLAS Convention, and related IMO resolutions and performance standards, to enable maritime distress and safety communications to be available to ships at all times and providing the capabilities of:

- (a) transmission and reception of distress and safety communications using direct-printing telegraphy, telephony, data communications, initiation and reception of distress priority calls, transmissions of shore-to-ship distress alerts including those directed to specifically defined geographical areas, and transmission and reception of general radio-communications using radiotelephony, direct-printing telegraphy or data communications;
- (b) transmission of maritime safety information by the Inmarsat enhanced group calling system; and
- (c) transmission by satellite emergency position-indicating radio beacons (*satellite EPIRBs*) of distress alerts through the Inmarsat geostationary service operating in the 1.6 GHz band.

2.1.3 The Company may discontinue provision of a service so long as the Company continues to maintain space segment capacity for GMDSS providing each of the capabilities described in Clause 2.1.2 (a), (b) and (c).

2.1.4 For the purpose of this Clause 2.1:

- (i) ***distress and safety communications*** shall mean ship-to-shore, shore-to-ship and ship-to-ship distress alerts, search and rescue coordinating communications, and maritime safety information and other distress and safety related communications;
- (ii) ***maritime safety information*** means navigational and meteorological warnings, meteorological forecasts and other urgent safety related messages broadcast to ships; and

- (iii) **general radiocommunications** means operational and public correspondence traffic, other than distress, urgency and safety messages, conducted by radio.

2.1.5 In establishing its policy on charges for utilization of the space segment, the Company shall continue to abide by the charging policy for distress and safety messages in existence on the date of this Agreement, and shall take account of ITU regulations and IMO recommendations and resolutions as regards any future changes in its charging policy.

2.1.6 The Company shall, through the Organization, consult the IMO, as necessary, with respect to the implementation of any amendments or modifications made to the SOLAS Convention relating to the standards, services and systems referred to in Clause 2.1.

2.1.7 The Company shall, through the Organization, consult regularly with the IMO in respect of any proposed change by the Company in the specification of standards, services and systems that relates to the Company's provisions of the capabilities specified in Clause 2.1, including any proposed discontinuation of a service, before the implementation of the proposed change, and shall take into account any recommendation and decisions of the IMO. The consultations will also relate to any changes that may be needed to the technical and operational requirements of any of those standards, services and systems to ensure that the Company can comply fully with its obligations under Clause 2.1.

2.2 **Non-Discrimination**

The Company shall provide services without discrimination on the basis of nationality. Notwithstanding the foregoing, the Company shall have the right to offer different Charges for the same Service in defined geographical regions in which end-user calls or messages originate or terminate subject to technical verification of the origin or termination of such calls.

2.3 **Peaceful Purposes**

The Company shall act exclusively for peaceful purposes.

2.4 **Seeking to Serve all Areas Where There is a Need for Mobile Satellite Communications**

The Company shall seek to serve all areas where there is a need for mobile satellite communications, giving due consideration to the rural and the remote areas of developing countries.

2.5 **Fair Competition**

The Company shall operate in a manner consistent with fair competition, subject to applicable laws and regulations.

3 **INTERNATIONAL STANDARDS AND REGULATIONS**

The Company shall take into account the relevant international standards, regulations, resolutions, procedures and recommendations of the International Maritime Organization and the International Civil Aviation Organization, and shall observe the relevant provisions of the Constitution and the Convention of the International Telecommunication Union and the regulations made thereunder.

4 **PROVISION OF INFORMATION AND COOPERATION**

4.1 The Organization, Holdings and the Company shall consult and cooperate regularly, or at the request of any of them at any time, with respect to the implementation of this Agreement. For that purpose, a Public Services Committee will be established by Holdings, the Company and the Organization composed of the Chairmen of the Boards of Holdings and the Company, the Chief Executive Officer of the Company, one other non-executive Director of the Company and the Director of the Secretariat of the Organization or his or her representative. Holdings, the Company and the Director shall agree upon written procedures for functioning of the Committee.

4.2 Until such time as the obligations of Holdings and the Company under this Agreement terminate, the Organization shall be entitled to be supplied with all reasonable information, including engineering and related advice, assistance and studies, in such form and with such frequency as is reasonable to enable the Organization to review the performance by the Company of the Public Service Obligations and the International Standards and Regulations.

4.3 The Organization shall provide IMO with regular reports, at least once yearly, on the performance by the Company of its obligations under Clause 2.1 of this Agreement.

4.4 The Organization hereby undertakes to Holdings and the Company that it shall use its best endeavours to keep confidential, (and to ensure that its officers, employees, agents and professional and other advisers keep confidential), any information which it has acquired pursuant to Clause 4.2 and which is designated by Holdings or the Company as being confidential and shall not disclose to any third party any such information. If the Organization distributes any such confidential information to Parties, it shall request the Parties to take appropriate measures to safeguard the

confidentiality of such information, subject to national laws and regulations. To implement this Clause, the Director and other officers of the Secretariat of the Organization shall sign non-disclosure agreements with Holdings and the Company, on such terms as shall be agreed between the Organization, Holdings and the Company.

5 INITIAL PUBLIC OFFERING

Holdings, acting through the Board, shall, in accordance with the provisions of the Shareholders' Agreement, seek to manage Holdings and to develop the business of the Company so that Holdings' shares can be admitted to listing on one or more recognised investment exchanges within approximately two (2) years from the date of this Agreement.

6 FORCE MAJEURE

6.1 No delay or failure by Holdings or the Company in performing any of their obligations referred to in this Agreement shall constitute a breach of this Agreement nor give rise to any claim or action against either of them to the extent that such delay or failure is caused by an event of *force majeure*. If either Holdings or the Company is unable to carry out any of such obligations by reason of an event of *force majeure*, it shall promptly advise the Organization thereof in writing and shall use its best endeavours to resume the performance of its obligations so affected.

6.2 An event of *force majeure* shall mean any act, event, condition or other cause of a compelling nature which is not reasonably within the control of either Holdings or the Company.

7 REMEDIES

Holdings and the Company agree that the Organization would be irreparably injured by a breach of the Company's Public Service Obligations referred to in Clauses 2.1 and 2.2, or a breach of Holdings' obligations under Clause 19 of this Agreement, and that the Organization shall be entitled to equitable relief, including injunctive relief and specific performance in the event of any breach of those provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of Clauses 2.1, 2.2 and 19 of this Agreement and shall be in addition to the remedies available under Clause 17.

8 ASSIGNMENT

8.1 Otherwise than in the case of a reconstruction of Holdings or the Company, or assignment to a subsidiary or to its holding company or to a subsidiary of that holding company, as those expressions are used in the UK Companies Act 1985, as amended from time to time, Holdings or the

Company may not assign any of their rights or obligations under this Agreement in whole or in part without the prior approval in writing of the Organization.

8.2 If any such reconstruction or assignment involves a relocation of Holdings or the Company from the United Kingdom, the Organization shall be given six (6) months advance notice to allow for consideration of whether such a proposal is in compliance with the Public Service Obligations and to make recommendations thereon as appropriate.

9 WAIVER

No waiver by the Organization, Holdings or the Company or failure to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any other or further failure whether of a like or different character.

10 AMENDMENT

This Agreement may be amended only by an instrument in writing signed by duly authorized representatives of the Organization, Holdings and the Company.

11 SEVERANCE

If any provision of this Agreement is finally determined by an arbitrator or a court to be, or becomes, invalid, illegal or unenforceable, then such provision shall, so far as invalid or unenforceable, be given no effect and shall be deemed not to be included in this Agreement, but without affecting or invalidating the remaining provisions of this Agreement.

12 WARRANTIES AND REPRESENTATIONS

Each party represents and warrants to the others that it has full power and authority to enter into, undertake and perform its obligations set out in this Agreement.

13 NOTICES

13.1 Any notice or other communication to be given under this Agreement shall be in writing and shall be sent to the party concerned by prepaid first class post to 99 City Road, London EC1Y 1AX or by facsimile transmission as follows:

For the International Mobile Satellite Organization:
To the Director of the Secretariat
International Mobile Satellite Organization
Facsimile number: +44 171 728 1172

For Inmarsat One Limited:
To Mr Nicholas Rowe
Manager, Legal Services
Inmarsat Holdings Limited
Facsimile number: +44 171 728 1602

For Inmarsat Two Company:
To Mr Nicholas Rowe
Manager, Legal Services
Inmarsat Limited
Facsimile number: +44 171 728 1602

13.2 Any party to this Agreement may change the address or the name of the person for whose attention notices are to be addressed by serving a notice on the others in accordance with this clause.

13.3 Notices served in accordance with Clause 13.1 shall be deemed to have been served three (3) business days after the envelope containing the same was posted in the United Kingdom, or two business days after the facsimile was transmitted to the addressee.

13.4 In proving such service it shall be sufficient to prove that the envelope containing such notice was properly addressed and posted as a prepaid first class letter.

14 INMARSAT NAME AND LOGO

14.1 The Organization will retain the ownership of the name "Inmarsat" and its logo, subject to the following conditions:

- (i) Holdings and the Company will be licensed (without charge) by the Organization to use the name and logo in perpetuity, and shall have an unlimited right to sub-license other entities to use the same;
- (ii) the Organization shall not allow any other entity to use the name and logo; and
- (iii) the ownership of the name and logo will pass to Holdings and the Company upon the termination of the Organization .

14.2 The rights of Holdings and the Company referred to in this Clause shall be set forth fully in a Trademark Licence Agreement to be concluded between the Organization, Holdings and the Company in the form set out in the Attachment hereto.

15 COSTS OF THE SECRETARIAT OF THE ORGANIZATION

15.1 In order to assist the Organization in fulfilling its purpose under the Convention, the Company shall pay the costs of the establishment and operation of the Secretariat of the Organization and provide certain other funds upon the conditions set forth in this Clause.

15.2 The Office of the Secretariat shall be established within, or in close proximity to, the Headquarters of the Company, provided that the Headquarters remain in a country which is a Party to the Convention.

15.3

- (a) The Company shall pay to the Organization the sum of 300,000 pounds sterling annually for operational expenses, which amount shall be amended on the first and each subsequent anniversary of the date of this Agreement to reflect the change, if any, in the published UK Retail Price Index (RPI) compounded annually from the date of this Agreement.
- (b) Any moneys unexpended or uncommitted at the end of any financial year will be credited against the payment to be made by the Company for the following year.
- (c) The Company agrees, at the request of the Organization at any time, to enter into good faith negotiations with the Organization in order to consider the need of the Organization for additional payments by the Company to enable the Organization to meet any increased annual costs, or any unexpected costs reasonably required by the Organization in order to perform its functions under the Convention and this Agreement.
- (d) The Company shall also establish a contingency fund of 100,000 pounds sterling in the name of the Organization to meet the Organization's costs of arbitration or other legal proceedings in connection with enforcement proceedings taken by the Organization under this Agreement. If a substantial part of the fund is utilized by the Organization for those purposes, the Organization shall consult the Company as to the means whereby the fund can be replenished.

15.4 For the sake of clarity, the costs of the Secretariat include, but are not limited to:

- (a) rent and associated costs of maintaining office premises;
- (b) the salaries and emoluments of its staff including costs associated with termination of staff contracts;
- (c) the costs of organizing and holding meetings of the Assembly of the Organization;
- (d) the costs of consultations by the Secretariat with Parties to the Convention and others; and
- (e) the costs of the Organization in implementing the procedures and exercising any remedies provided under this Agreement in the event of an alleged default by the Company in the performance of the Public Service Obligations and the International Standards and Regulations, the obligations set out in Clause 5, and any costs payable by the Organization in connection with any arbitration or court proceedings under Clause 17 of this Agreement.

15.5 The Organization shall maintain and produce to the Company separate accounts of all expenditure relating to the establishment and operation of the Secretariat. The accounts shall be prepared and audited in accordance with international standards on auditing. For this purpose, the Organization and the Company shall agree upon detailed procedures as to the content and regularity of the accounts, the conditions for making any advance payments to the Organization, and any other related matters.

16 ENTIRE AGREEMENT

16.1 The entire agreement and understanding between the Organization, Holdings and the Company with respect to the subject matter hereof, is set out in this Agreement and in the relevant parts of the Master Transition Agreement, the Business Transfer Agreement and the Memorandum and Articles.

16.2 In interpreting the terms of this Agreement, the parties hereto agree that reference may be made to any relevant parts of all records, reports and working documents of the Inmarsat Assembly of Parties, the Inmarsat Council, the Directorate and the Convention.

16.3 In the event of conflict between this Agreement and any of the documents referred to in Clause 16.2 other than the Convention, this Agreement shall prevail.

17 GOVERNING LAW AND DISPUTE RESOLUTION

17.1 This Agreement, including the agreement to arbitrate in Clause 17.3 below, shall be governed by and construed in accordance with English law.

17.2 The Organization, Holdings and the Company agree each to use reasonable efforts to resolve informally and expeditiously any disagreement or dispute about Holdings and the Company's compliance with their obligations under this Agreement or under the Memorandum and Articles with respect to the Public Service Obligations and the International Standards and Regulations. If the Organization determines that either Holdings or the Company is in default in complying with any such obligations, and is unable to resolve the matter to its satisfaction with Holdings or the Company through informal means, the Organization may, consistent with the Convention, take any or all of the following actions to the exclusion of any other action or remedies, except as provided in Clauses 17.3 and 17.4:

- (a) The Organization may notify Holdings and the Company, in writing, that it wishes to meet with management representatives of Holdings and the Company to discuss the alleged default, in which case Holdings and the Company shall agree to such a meeting, at the mutual convenience of the parties, within a reasonable time under the circumstances, not to exceed two (2) weeks from the date of the notice.
- (b) The Organization may notify Holdings and the Company, in writing, that it wishes to meet with the Boards to discuss the alleged default, in which case Holdings and the Company shall agree to such a meeting at the mutual convenience of the parties, within a reasonable time under the circumstances, not to exceed four (4) weeks from the date of notice.
- (c) Pursuant to Article 70 of the Articles of Holdings, the Organization may requisition the Board to convene an Extraordinary General Meeting of Holdings. The Organization undertakes to exercise its power to convene an Extraordinary General Meeting of Holdings only after it has met with the Board of Holdings pursuant to the preceding subparagraph.

17.3 Subject as provided in Clause 17.4 below, the Organization, Holdings and the Company may submit to arbitration any dispute, controversy or claim arising out of or in connection with the obligations of Holdings or the Company set out in Clauses 2.1, 2.2, 2.4, 4, 5, 15 and 19 or the obligations of the Organization under this Agreement, including the breach, termination or invalidity of any provision in this Agreement relating thereto. Any such dispute, controversy or claim shall be finally settled by

arbitration under the United Nations Commission on International Trade Law (UNCITRAL) Rules as in force at the time. The appointing authority shall be the London Court of International Arbitration (LCIA). The number of arbitrators shall be one unless otherwise agreed by the parties. The place of arbitration shall be London, England, and the language of the arbitration shall be English.

17.4 The provisions of Clause 17.3 shall not preclude the Organization, Holdings or the Company from bringing any proceedings in the Courts of England insofar as such proceedings are necessary or appropriate for the enforcement of any arbitral award made in relation to any arbitration brought under Clause 17.3 or where, after commencement of the arbitration, relief of the kind sought cannot be granted by the arbitrators, and for these purposes the Organization, Holdings and the Company irrevocably agree (for the benefit of each of them) that the Courts of England are to have exclusive jurisdiction.

17.5 Each of the Organization, Holdings and the Company agree that any writ, judgement or other document relating to any arbitration or court proceedings in England shall be sufficiently and effectively served on it by serving it in any of the following ways:

- (a) in the case of service upon the Organization, by delivering it personally to the Director or other officer of the Secretariat at its head office in England, or
- (b) in the case of service upon Holdings or the Company, by delivering it personally to a director or other officer of Holdings or the Company, as the case may be, at its head office in England, or
- (c) in the case of any party, in accordance with the rules of the LCIA or the court concerned.

17.6 A document is deemed to have been delivered or received on the day on which it is served in accordance with Clause 17.5 (a) or (b), or as may be prescribed in the rules of either the LCIA or the court concerned.

17.7 The Organization hereby irrevocably waives any immunity from or objection to the jurisdiction of any court before which proceedings are brought pursuant to this Clause 17.

18 TERMINATION

18.1 This Agreement may be terminated in any of the following circumstances:

- (a) by written agreement among the Organization, Holdings and the Company at any time;
- (b) by written notice given by the Organization to Holdings and the Company at any time;
- (c) if amendments to the SOLAS Convention are adopted so as to provide that carriage of ship earth stations operable with one or more other global satellite systems will satisfy GMDSS requirements, Holdings and the Company may give joint written notice to the Organization of intent to terminate this Agreement, and termination will be effective three (3) years after the notice was given or when the amendments formally enter into force or when IMO determines that the GMDSS requirements referred to in Clause 2.1 are being satisfied by other satellite system operators, whichever is later. The effective date of termination may be earlier if otherwise agreed by the Organization, Holdings and the Company under Clause 18.1(a).

18.2 The Organization, Holdings and the Company shall review, in consultation with the IMO, at intervals of not more than five years starting on the date of this Agreement, the extent to which any of the GMDSS services referred to in Clause 2.1 are being or may be provided by other satellite system operators.

18.3 Upon termination of this Agreement, the Organization hereby agrees to consent to the amendment of the Articles of Holdings by the deletion of Articles 14 to 18, inclusive.

18.4 Prior to termination of this Agreement, Holdings and the Company may amend the following provisions of the Memorandum and Articles only with the prior consent in writing of the Organization, namely:

- (a) Clause 3(2) of the Memorandum of Holdings and Clause 3(1) of the Memorandum of the Company (insofar as they relate to the provision and support by the Company of maritime distress and safety services) and Clause 7 of the Memorandum of both Holdings and the Company and,
- (b) Articles 14 to 18, inclusive, 70, 138(b) and 141 of the Articles of Holdings and Articles 19 (A) (b) and 19 (B) of the Articles of the Company.

19 PERFORMANCE OF AGREEMENT BY HOLDINGS

Holdings agrees with the Organization that, in addition to performing obligations specifically imposed upon it under this Agreement, it shall take such steps as are necessary, and are within its powers, at all times to ensure that the Company fully and punctually performs its obligations hereunder, including, in particular the obligations set forth in Clauses 2, 3 and 15, and Holdings shall not, directly or indirectly, by any act or omission, frustrate the ability, or cause the failure, of the Company to perform its obligations hereunder.

AS WITNESS this Agreement has been executed the day and year first before written.

**Signed on behalf of
THE INTERNATIONAL MOBILE SATELLITE ORGANIZATION**

Warren Grace
Director General

**Signed on behalf of
INMARSAT ONE LIMITED**

Mr Nick Palmer
Director

**Signed on behalf of
INMARSAT TWO COMPANY**

Dr Ramin Khadem
Director