MACN

Operating Charter - Bylaws

Last updated:
May 2026

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1 Name and place of residence

1.1 The name of the association is the Maritime Anti-Corruption Network (abbreviated MACN).

1.2 The seat of the association is in Copenhagen, Denmark with the organizational number 41887958.

1.3 MACN is a mission driven not for profit organization established by the maritime industry to tackle corruption in the maritime industry.

2 Purpose

2.1 The purpose of the association is a maritime industry free of corruption that enables safe and fair trade free of corruption to the benefit of society at large.

3 Preamble

3.1 This Operating Charter ("Charter") establishes a governance structure and defines key organizational elements of MACN.

3.2 The mission of MACN is the promotion of good corporate practice in the maritime industry for tackling bribes, facilitation payments and other forms of corruption by developing and sharing best practices, creating awareness of the challenges, and collaborating with key stakeholders to develop sustainable solutions. This Charter describes how MACN will be governed in furtherance of this mission and in order to ensure that the integrity and reputation of MACN is not harmed. In addition to outlining criteria and rights and obligations of Members and Associate Members, respectively, this Charter outlines the role and responsibilities of the governance bodies including the MACN Board of Directors (the "Board"), the Secretariat, and Members Meetings and Local Gatherings as well as the mechanisms for ensuring integrity and accountability.

3.3 The Charter is a core document which, together with the MACN Anti-Corruption Principles and the MACN Anti-Trust Compliance Policy, makes up the foundational documents of MACN.

4 Governance

4.1 MACN is governed by the general assembly (the Members), a Board, and also constitutes a Secretariat, and a variety of Working Groups, Associate Members and Collective Action Initiatives.

5 Members

5.1 Companies or Incorporated Organizations for whom ownership and/or the operation of commercial vessels for business purposes constitutes a significant business activity, as well as companies for whom one or more of the following activities constitutes a significant business activity: ship management sectors, port management, terminal operation, shipping agency, freight forwarding, the

chartering of vessels for the transportation of its cargo, shipping associations, insurance providers, international crewing companies, flag registries, and Classification Societies are eligible for membership as Members, subject to prior approval by the Board as set out in Article 6.

5.2 Group companies may join MACN as Members subject to criteria determined by the Board. For example, where a large number of vessels are owned or operated in more than one company, more than one company may be required to become a Member for the whole group to benefit from membership as Members.

5.3 There is no limit to the number of Members of MACN.

6 Applications for membership as Member

6.1 Applications for membership as Member will be made to the Board which has authority to grant or deny such application by a simple majority vote. Applicants are required to complete an application form together with a signed Statement of Commitment and may be asked by the Board to provide other information or evidence as they may re quire.

6.2 Admission will generally be granted to applicants fulfilling the criteria for membership. If the Board refuses admission, it will inform the applicant in writing of the reasons within 21 days of the decision. The Board will consider further representations by the applicant and will reach a final decision which will be notified to the applicant within 21 days of their decision.

6.3 The Board is entitled to reject for membership, an applicant which they consider:

a. Does not fulfil the criteria for membership,

b. Where there is reasonable doubt as to the applicant's commitment to MACN Anti-Corruption Principles, or

c. Where the Board reasonably considers, on objective grounds, that it is in the best interest of MACN to refuse the application.

6.4 Membership commences when the Board has accepted the application, and the applicant has paid all membership dues.

6.5 All memberships will be automatically renewed annually unless a Member is under consideration for suspension or termination. Members may cancel their membership at any time without penalty (but without refund of annual dues already owing or paid) by written notice to MACN, given at least three months before the end of the calendar year. When membership is terminated, the Member rescinds all rights to use the MACN logo, and any other rights prescribed in this Charter.

7 Rights and obligations of Members

7.1 Members have the following obligations:

a. Pay the required annual dues (Members fees and one-time Collective Action contribution) in full and on time;

b. Publicly endorse, including on its website, MACN vision, mission and Anti-Corruption Principles;

c. Participate in at least one Annual Members Meeting (in person or virtually);

d. Participate in Working Groups and Collective Action programmes;

e. Adopt and implement MACN Anti-Corruption Principles through their own compliance and governance program;

f. Report to MACN through MACN Self-Assessment annually on progress made to ensure the effective implementation of MACN Anti-Corruption Principles;

g. Participate in local meetings hosted in countries where the company has operation; Report into MACN Anonymous Incident Reporting System or relevant local tools provided (e.g. HelpDesks);

h. Fulfil any other obligation set out in this Charter and under applicable law.

7.2 Members have the following rights:

a. Receive notice of, attend and speak and vote at Members Meetings on the basis of one vote per Member;
b. Propose representatives to the Board as well as other committees established by Members Meetings;
c. Participate in relevant Working Groups;
d. Use the MACN logo and intellectual property in accordance with MACN Rules (Annex 2 – RIGHT TO USE MACN LOGO AND NAME) for the time being in force; and
e. Propose to the Board items for discussion at Members Meetings provided the proposal enjoys support of at least 10% of Members.

8 Members Meetings and quorum

8.1 The Board will call an Annual Members Meeting each calendar year and may convene Other Members Meetings (as defined below) as appropriate to advance the vision and mission of MACN (collectively referred to as “Members Meetings”). All Members Meetings will be conducted in accordance with MACN Anti-Trust Compliance Policy.

8.2 Members may attend and speak and vote at Members Meetings on the basis of one vote per Member, cf. article 7.2.a. Associate Members may attend and speak at Members Meetings by electronic means without voting rights.

8.3 The Annual Members Meeting shall take place within six months of the end of each year.

8.4 The business of the Annual Members Meeting will include (but not be limited to):

a. Elections to the Board and selection of Chair;

b. Approval of Cashier and Accountant;

c. Approval of Financial Statements;

d. Selection of Auditor;

e. Changes to this Operating Charter;

f. The adoption of and changes to MACN Anti-Corruption Principles;

g. The approval of MACN annual budget;

h. The approval of annual membership dues and the Associate Member dues;

i. The approval of MACN Annual work plan; and

j. Such other business or Member proposals considered appropriate by the Board.

8.5 The Board may convene such other Members Meetings ("Other Members Meeting"), with the expectation that MACN shall have at least two Members Meetings per year, in the spring and in the fall of each year. The business of Other Members Meetings will be determined by the Board but cannot, unless agreed to by a majority of Members, include any business which is defined to be solely the business of the Annual Members Meeting by this Charter.

8.6 All Members Meetings are to be called with at least 28 clear days' notice in writing, or with shorter notice, if agreed by a majority of Members. The notice will specify the time, place, and the general nature of the business to be transacted and identify any matters which require a Special Resolution.

8.7 As a supplement to physical attendance at Members Meetings, the Board may resolve that Members may attend Members Meetings by electronic means, e.g. by telephone, videoconference or any other electronic means, as deemed appropriate.

8.8 All Members must respect the confidentiality of any information provided to MACN by other Members. All matters discussed, and views expressed at any Members Meetings are confidential and all Members agree that they will not under any circumstances report any such matters or views to any person, including to any person or media outlet or publication.

8.9 All Members acknowledge that the formation of MACN could potentially give rise to concerns regarding competition or anti-trust. All Members confirm that they have no intention to act in contravention of any competition or anti-trust legislation which may be applicable to them, or to create any cartel or barrier to trade. All Members agree to comply with the MACN Anti-Trust Compliance Policy.

8.10 Quorum for any Members Meeting will be one third of the total number of Members. No business is to be transacted without a Quorum. Members may be present by proxy or an authorized representative.

9 Voting at Members Meetings

9.1 Members have one vote on each resolution put to vote which may be exercised in per son or by proxy. Proxies must be notified to the Board at least two clear working days in advance of the Members Meeting.

9.2 No Member is entitled to vote unless all dues from that Member have been paid in full prior to the Members Meeting.

9.3 Decisions will generally be by ordinary resolution which requires a simple majority of Members present and voting unless a Special Resolution is required by this Charter.

9.4 Special Resolutions require a vote of two thirds of Members present and voting. Special Resolutions are required for dissolution of MACN or any changes to this Charter, MACN Anti-Corruption Principles or MACN Anti-Trust Compliance Policy.

9.5 Associate Members have no voting rights, cf. article 8.2.

10 Associate Members

10.1 Companies or Incorporated Organizations who are not eligible for full membership under article 6 and who seek to support and contribute to MACN's mission in their country of registry, may be eligible as Associate Members.

10.2 There is no limit to the number of Associate Members of MACN.

11 Application for Associate Member

11.1 Applications to become an Associate Member will be made through the online Associate Member platform. Applicants are required to complete an application

form together with a signed Statement of Commitment and may be asked by the Secretariat to provide other information or evidence as they may require.

11.2 Admission will generally be granted to applicants fulfilling the criteria for an Associate Member. If the Secretariat refuses admission, it will inform the applicant in writing of the reasons within 21 days of the decision.

11.3 The Secretariat is entitled to reject an Associate Member applicant which they consider:

a. Does not fulfil the criteria as an Associate Member,

b. Where there is reasonable doubt as to the applicant's commitment to MACN Anti-Corruption Principles, or

c. Where the Secretariat reasonably considers, on objective grounds, that it is in the best interest of MACN to refuse the application.

11.4 Associate Member status commences when the applicant has paid all Associate Member dues and has been approved through the "Enhanced Due Diligence" process on MACN selected platform.

11.5 All Associate Members, having paid all money due from it to MACN, may resign their status as an Associate Member at any moment through the online Associate Member platform before the end of the subscribed period and shall be removed from the register list at the end of the subscribed period. When status is terminated, the Associate Member rescinds all rights to use the MACN Associate Member logo, and any other rights prescribed in this Charter.

12 Rights and obligations of Associate Members

12.1 Associate Member has the following obligations:

a. Pay the required non-refundable (except in the case where Admission is refused with reference to article 11.2) recurring annual dues (Associate Member fees) in full and on time;

b. Agree to be Registered on MACN selected platform and conduct an enhanced due diligence.

c. Participate in Local Working Groups and alliances;

d. Adopt and implement MACN Anti-Corruption Principles through their own compliance and governance program;

e. Report to MACN through MACN local Self-Assessment annually on progress made to ensure the effective implementation of MACN Anti-Corruption Principles;

f. Participate in local gatherings hosted in the country where the company is registered;

g. Report into MACN Anonymous Incident Reporting System or relevant local tools provided (for e.g. HelpDesks);

h. All Associate Members must respect the confidentiality of any information provided to MACN by other Associate Members. All matters discussed, and views expressed at any meeting are confidential and all Associate Members agree that they will not under any circumstances report any such matters or views to any person, including to any person or media outlet or publication.

12.2 Associate Members have the following rights:

a. Receive notice of, attend online and speak online at Members Meetings;

b. Participate in MACN Local Working Groups;

c. Refer to MACN's local activities;

d. Use the MACN Associate Member logo in accordance with MACN Rules (Annex 2 – RIGHT TO USE MACN LOGO AND NAME) (in force at the time in question);

e. Implement the MACN tools available for Associate Member status; and

f. Fulfil any other obligation set out in this Charter and under applicable law.

13 Associate gatherings

13.1 When a country reaches a certain number of Associate Members, as set out by the secretariat on an annual basis, the Secretariat will call an Associate Gathering each calendar year as appropriate to advance the vision and mission of MACN. All Associate Gatherings will be conducted in accordance with MACN Anti-Trust Compliance Policy and Guidance on Associate Gatherings.

a. All Associate Gatherings are to be called with at least 30 clear days' notice in writing, or with shorter notice, if agreed by a majority of Associate Members. The notice will specify the time, place, and the general nature of the business to be transacted.

b. Associate Gatherings may be held in person, by telephone, by videoconference or by any other electronic means.

c. All Associate Members must respect the confidentiality of any information provided to MACN by other Associate Members. All matters discussed, and views expressed at any Associate Gatherings are confidential and all Associate Members agree that they will not under any circumstances report

any such matters or views to any person, including to any person or media outlet or publication.

d. All Associate Members acknowledge that the formation of MACN could potentially give rise to concerns regarding competition or anti-trust. All Associate Members confirm that they have no intention to act in contravention of any competition or anti-trust legislation which may be applicable to them, or to create any cartel or barrier to trade. All Associate Members agree to comply with the MACN Anti-Trust Compliance Policy.

14 MACN board

14.1 The Board is to be made up of representatives from Members of MACN.

14.2 The maximum number is to be eight Board Members and the minimum number is six Board Members. Appointments to the Board are for a three-year term (subject to early removal as discussed below) but not exceeding two consecutive terms.

14.3 Removal of Board Members:

a. The Board may vote on the removal from the Board of one or more members of the Board Members if there is reasonable doubt of the Board Member's commitment to the MACN Anti-Corruption Principles or the Anti-Trust Compliance Policy.
b. The Board may vote on the removal of a Board Member if the Board Member changes employment to that of another Member.
c. If the Company that the Board Member represents is no longer a Member of MACN, then that Board Member will automatically cease to be a Board Member. If the Board Member ceases to be an employee of a Member, then that Board Member will automatically cease to be a Board Member. In such an event, the Board, at its option, may vote that the vacancy left be filled by another employee of that Member.
d. Decisions relating to the removal of Board Members requires a two thirds majority (in which case the Board Member in question cannot attend the Board Meeting and does not have a vote at the Board Meeting).
e. If the removal of a Board Member results in the Board with less than six Board Members, additional Board Members will be elected as soon as possible.

14.4 The make-up of the Board should reflect the diversity of the Members, taking into account factors such as industry segment, company size and country of origin, gender, ethnical and professional diversity. The Board may take appropriate steps to achieve this.

14.5 The Board will meet not less than quarterly either via tele or video conference or in person.

14.6 Quorum for Board meetings is at least 50% of the Board.

14.7 Decisions of the Board will be made by a simple majority, except for decisions relating to the suspension of Members which require a two thirds majority (in which case any Board Member associated with the Member in question shall not attend the Board Meeting and shall not have a vote at the Board Meeting). The Chair shall have a casting vote.

14.8 Additional Board Meetings may be called as necessary jointly by the Chair and Vice Chair on 14 days' notice or for urgent business with shorter notice providing a majority of the Board agree.

15 Board business

15.1 The business of the Board includes: Setting MACN strategic direction and promoting the adoption and adherence to MACN Anti-Corruption Principles;

a. Approve an annual work plan and oversee progress against priorities;

b. Approve admission of Members;

c. Propose the annual budget to the membership;

d. Assess the annual performance of the Chief Executive Officer;

e. Propose membership dues for Members;

f. Propose dues for Associate Members;

g. Review of the annual financial statements for recommendation to the Members for approval;

h. Act as spokesperson for MACN through the Chair or Vice-Chair;

i. Approve sub-committees of the Board to facilitate its work;

j. Propose Working Groups for Members to advance the work of MACN;

k. Invite and receive contributions and raise funds where appropriate, to finance the work of MACN;

l. Publicize and promote the work of MACN;

m. Work with groups of a similar nature and exchange information, advice and knowledge with them, including cooperation with other industry or anti-corruption bodies, and statutory and non-statutory organizations, governments and stake holders;

n. Ensure any property, real or intangible, which is created for, acquired by or otherwise belongs to MACN, is held on trust for MACN by an appropriate third party, which should normally be the Secretariat.

15.2 The Board will not be remunerated or reimbursed expenses for participation in Board meetings, but the costs of any third-party venue used for Board meetings and D&O insurance for the Board Members will be provided by MACN and met out of MACN funds.

15.3 The Board will act in the best interests of MACN, and Members and Associate Members will indemnify them for any legal liabilities they incur whilst carrying out their responsibilities for MACN provided such actions were done in good faith. Each Member will contribute an equal share, save to the extent that the Board personnel actions are covered by any insurance (for example Directors and Officers insurance).

16 Signing authority

16.1 The CEO of MACN is authorized to:

a. Open a bank account with a reputable Danish bank with an acceptable credit rating;

b. Sign documents, applications, etc., to open accounts; and

c. Withdraw and transfer funds up to 50,000€. In the case of withdrawal and transfer of funds over 50,000€, this must be done with the signature of the CEO and a Board Member or two Board Members.

17 Membership and Associate Member dues

17.1 Annual dues for Members will be determined by ordinary resolution at the Annual Members Meeting. Payment of dues for Members will be required 60 days after the in voice is issued.

17.2 Annual dues for Associate Members will be determined by ordinary resolution at the Annual Members Meeting and will be communicated to all Associate Members at least 3 months prior to the change taking effect. Associate Member dues will not be exceeding 20% that of the full Members' dues. Payment of dues for Associate Members will be required on a recurring annual basis.

17.3 A failure to make payment of annual dues for Members, or annual dues for Associate Members or any other sums or fees due to MACN will result in the suspension of the Member's or Associate Member's rights in MACN.

17.4 If dues for Members are not paid within 60 days of the issuance of the invoice, the Secretariat has the right to add a delay fee of 10 % of the total amount.

18 Funding

18.1 Annual dues will be used to cover MACN day-to-day association expenses. MACN may also seek financial and other support from government, non-government and private funders for projects and initiatives relevant to the pursuit of MACN purpose, vision and mission. The identities of those funders and the amount of the financial and other support will be disclosed to all Members.

a. MACN funds will be paid into account(s) in the name of the Secretariat on behalf of MACN.

b. All funds must be applied to the objects of MACN and for no other purpose.

c. The Secretariat and the Board will ensure funds are used effectively and that MACN stays within budget.

18.2 It is the association that is solely accountable for the association's obligations. In case of any deficit in MACN's balance sheet, the Board is authorized to act to ensure that the deficit will be made good by equal percentage contribution from all Members, which are payable to the association. The Board will immediately inform the Members if a deficit arises, or it becomes clear that there is a risk it will do so and will be fully transparent in providing the reasons for the deficit.

18.3 The financial year of MACN shall be from January 1 to December 31 of each year.

19 The use of funds

19.1 The funds and surplus should only be used to pursue the purpose of MACN and may not be used for any other purposes.

19.2 The Board and the Secretariat shall ensure that the funds are used effective and will remain within the approved budget and to achieve MACN's purpose.

19.3 Members and Associate Members are not allowed to make any claims on any surplus end of year or in case MACN may be dissolved.

20 Public reporting

20.1 MACN will develop an Annual Report of Activity and make this publicly available on the MACN website. This will include a financial statement following the calendar year.

21 Suspension and termination of membership as Member

21.1 Membership in MACN is not transferable and ceases on resignation. Membership may also be suspended and then terminated:

a. On failure to pay annual dues or any other amounts payable in accordance with Members Meeting Resolutions and relevant MACN Rules;

b. On violation of this Charter or MACN Rules or other conduct that could result in injury to the reputation of MACN or its Members;

c. If a Member no longer meets the membership eligibility;

d. On failure by the Member to adhere to any of its obligations set out in section 6 of this MACN Operating Charter, including failure to adopt and implement the MACN Anti-Corruption Principles within 36 months after becoming a Member, or on failure to report to MACN through MACN Self-Assessment on Progress made to ensure implementation of abovementioned principles on an annual basis; or

e. If a Member has not participated in any meeting or Working Group for more than 12 months.

21.2 In cases 21.1.a to 21.1.e above the Board will send the Member a notice specifying the cause and of its decision to suspend the Member in 30 days' time. The Member has 30 calendar days to respond. If the situation remains unresolved, the Member will be automatically suspended and will be given a final 15 calendar days to rectify the situation to the satisfaction of the Board to avoid termination. If the situation remains unresolved, the Member's membership will be automatically terminated.

21.3 Members may not serve on the Board whilst that Member's possible suspension or termination is under consideration.

21.4 Termination of membership for any reason does not relieve the Member from liability to pay in full any unpaid dues or other duly assessed fees and charges. No dues, fees or other charges already paid will be refunded on termination.

22 Suspension or termination of Associate Members

22.1 Status as Associate Member is not transferable and ceases on resignation. Status as Associate Member may also be suspended and then terminated:

a. On failure to pay annual dues or any other amounts payable in accordance with Members Meeting Resolutions and relevant MACN Rules;

b. On violation of this Charter or MACN Rules or other conduct that could result in injury to the reputation of MACN or its Members or the Associate Member;

c. On failure by the Associate Member to adhere to any of its obligations set out in Article 11 of this MACN Operating Charter, including failure to adopt and implement the MACN Anti-Corruption Principles within 36 months after becoming an Associate Member, or on failure to report to MACN through MACN Self-Assessment on Progress made to ensure implementation of abovementioned principles on an annual basis; or

d. If an Associate Member has not participated in any Local Working Group for more than 12 months.

22.2 In cases 22.1.a to 22.1.a above the Secretariat will send the Associate Member a no tice specifying the cause and of its decision to suspend the Associate Member in 30 days' time. The Associate Member has 30 calendar days to respond. If the situation remains unresolved, the Associate Member will be automatically suspended and will be given a final 15 calendar days to rectify the situation to the satisfaction of the Secretariat to avoid termination. If the situation remains unresolved, the Associate Member's status will be automatically terminated.

22.3 Termination of status for any reason does not relieve Associate Members from liability to pay in full any unpaid dues or other duly assessed fees and charges. No dues, fees or other charges already paid will be refunded on termination.

23 Arbitration

23.1 This Charter is governed by and construed in accordance with Danish law. Any dispute arising out of or in connection with this Charter shall be exclusively and finally settled by arbitration administered by the Danish Institute of Arbitration in accordance with the Rules of Arbitration adopted by the Board of the Danish Institute of Arbitration. The place of arbitration shall be Copenhagen, Denmark, and the language to be used in the arbitral proceedings shall be English.

24 Dissolution

24.1 Members may vote by Special Resolution to dissolve MACN (with reference to article 8.4 of this Charter). If after satisfaction of all its debts and liabilities, there is remaining property, this will be given or transferred to such body or bodies whose purpose is to tackle corruption in the maritime trade or tackle corruption in a broader sense. This is to be agreed by the Members at or before the time of dissolution (whether or not a recipient body is a Member) as agreed by the Members by simple majority, present and voting. No funding or dues will be paid back to the Members or Associate Members in case of dissolution.

GLOSSARY OF TERMS

”Articles of Association”, “Charter” or “Operating Charter” means these articles of association adopted at the Members Meeting on 30 April 2026.

“Associate Member” means a company or incorporated organization admitted to membership in accordance with article 10.1 of the Articles of Association and “Associate Members” shall be construed accordingly.

“Associate Gathering” means a gathering of Associate Members in their country of registry.

“Annual Members Meetings” are meetings held annually and must be called following a special procedure (in writing and with 28 clear days’ notice).

“Applicants” are companies, incorporated organizations or group companies that have submit ted an application to join MACN as either Members or Associate Members to the Secretariat or Board respectively in accordance with articles 5.1 and 10.1 Articles of Association.

“Authorized Representative” means a person within a company that has received the adequate authorization/mandate/delegation to make the decisions relevant to the work of MACN on its behalf.

“Board” means the board of directors made up of representatives from Members.

“Board Meetings” means the meetings held by the Board in accordance with articles 14.5 and 14.8 of the Articles of Association.

“Board Members” means members of the Board and “Board Member” shall be construed accordingly.

“Chair” is the person elected by the members of the Board who can act as spokesperson for MACN and can decide with the Vice-Chair to call on meetings.

“Collective Action” companies uniting with a wide range of stakeholders, authorities, NGOs, and local government to implement a range of programs to directly address corruption risks.

“Incorporated organizations” mean legal entities that are recognized by applicable law but are not natural persons.

“Local Working Group” assembly of local companies based in a country where MACN conducts its work. MACN is an abbreviation for Maritime Anti-Corruption Network.

“MACN Rules” are the rules adopted by the Board to cover day to day business and operations of MACN.

"Non-Statutory Organization" means an organization that is not a legal entity in its own right, but is accountable to, and/or funded by, an organization or a partnership between different organizations.

"Member" means a Member admitted to membership in accordance with articles 5.1 or 5.2 and "Members" shall be construed accordingly.

"Members Meetings" means Annual Members Meetings and Other Members Meetings and "Members Meeting" shall be construed accordingly.

"Other Members Meetings" are any other meeting for Members decided by the Board in accordance with articles 8.1 or 8.5.

"Quorum" means a minimum number of Members that is required to be present in any Members Meeting before any valid business can be transacted.

"Resignation" means the written statement from a Member or an Associate Member notifying its desire to cease its membership with MACN.

"Resolution" means a decision that is taken by Members during Members Meetings. A resolution can be special when it requires a vote of two thirds of Members present and voting or ordinary when it can be passed by a simple majority of Members present and voting.

"Secretariat" means the body appointed by the Board to fulfil any activities required by the Board.

"Simple Majority Vote" means a voting system whereby half the Members present and voting is enough to adopt a decision/resolution.

"Special Resolution" has the meaning set forth in article 9.4 above.

"Statement of Commitment" is the document that must be signed by the applicant's CEO or other senior executive as part of the application process which commits the company or incorporated organization to supporting MACN.

"Statutory Organization" means an organisation that is set up by law or by the government.

"Third Party Service Provider" refers to any organization or company that is contracted by the Board to provide MACN goods or services of any nature.

"Working Group" means a group of Members and/or Associate Members working together on a specific issue to advance the work of MACN.

ANNEX 1 – DISCLOSURE CLAUSE

Discussions under the meetings

All discussions under the meetings of MACN must be conducted in compliance with MACN Anti-Trust Compliance Policy. Unless relevant, necessary and/or required for the purposes of definition, developing, mapping, identifying, planning, and/or carrying out of a project, paper, study, survey or other or for any other reason justified by the respected purpose, sharing of information under MACN meetings must at all times avoid references to specific incidents regarding anti-corruption and/or facilitation payments.

MACN database

MACN has a database ("Database") containing documents created by MACN consisting of, inter alia, minutes of the meetings, papers, studies, summaries and other files created by or related to the Members of and/or Associate Members of MACN ("MACN Material") as well as a list of the Members and/or Associate Members and contact details of the persons representing them in MACN ("Member Information"). In addition to the MACN Material and the Member Information, the Database contains files and documents which are not created by MACN or its Members, e.g. downloads of anti-corruption laws and commentaries, anti-corruption procedures and guidance for the same or links to official websites and other publicly accessible and obtain able documents related to the purposes and work of MACN ("Other Material"). All personal data will be stored, accessed and processed in accordance with the relevant Member's and/or Associate Member's agreement, as set out in the Application for membership, or elsewhere. Access to the Database is restricted to the Members and/or Associate Members only for which the representative of the same is provided an access code. Save for the exceptions provided below, no MACN Material including Member Information is to be disclosed to anybody. The Members can freely use and disclose the Other Material subject to disclosure restrictions pertinent to the respective document. In case the MACN Material is used in-house by the Member and/or Associate Members for internal purposes only, the recipient and/or user of the same must not disclose the same to anybody and not use the information in any way which is contrary to MACN Anti-Trust Compliance Policy. The Database is administrated by the Secretariat of MACN with close co-operation and supervision of the Board.

Disclosure under public prosecution

If a Member has been prosecuted by official prosecuting authorities for breach of anti-corruption laws, such Member may, by obtaining a prior approval from the Board, disclose certain MACN Material in order to support its defence against such claims. The Member is required to make its request in writing (by e-mail) to the Chair of the Board specifying i) the reason, ii) the MACN Material wished to be disclosed and iii) the relevant part of the claim, i.e. the preamble stating the name of the Member as defendant of the claim and the prosecuting authority as well as the relevant part of points of claim or other information indicating that the Member is prosecuted for breach of anti-corruption laws). All communication and correspondence between the Member requesting approval for disclosing the MACN Material and the Board are strictly private and confidential. The Board will not unreasonably withhold approval. Note that Member Information cannot be disclosed and that permission is only likely to be granted to support a defence against

claims and/or prosecutions for breach of anti-corruption laws when the claimant is a public prosecutor in corruption related matters in the respective jurisdiction. No MACN Material nor Member Information can be disclosed or used in connection with defending and/or suing private claims for breach of anti-corruption laws, rules or respected policies or other between private parties (i.e. without public interest).

Disclosure in other occasions

The Board may, for specific purposes, following a request in writing from the Member(s) and/or the Associate Member(s) allow the occasional use and/or disclosure of the MACN Material to non-members or other external parties, if such purpose is likely to facilitate the purpose and mission of MACN, e.g. co-operation with public authorities, NGOs, governments or similar. In such cases the Member Information must not be disclosed and the names of the Members must not be identified in other connection of the disclosed material.

Dissolution of MACN

If the MACN network is dissolved and is not succeeded by a registered company or similar carrying on the same work and purpose, or due to any other reason ceases to exist, all the contents of the Database must be destroyed by the Secretariat and the Database be closed down. The Secretariat will send an e-mail message about the closing of the Database to all those listed as Members and Associate Members at that time prior to closing of the Database.

Member publicity

Members and Associate Members are obliged to publicly endorse MACN. However, when refer ring to the network externally they should not disclose nor refer to activities of the other Members or the Associate Members, unless these Members or these Associate Members have given their explicit consent to the same.

ANNEX 2 – RIGHT TO USE MACN LOGO AND NAME

- Members and Associate Members have permission to use the MACN name and MACN Logo (any of the primary, secondary and tertiary versions of the logo are referred to as “Logo”) in accordance with the below.

- Version of the Logo can be found of MACN’s Member platform.

- All Members and Associate Members agree as a condition of their right to use the MACN name and Logo that use indicates the support of a Member or Associate Members, as applicable, of the MACN Principles and does not imply any form of certification or compliance program verification.

- Members and Associate Members may use the Logo in the context of their activities promoting the MACN Vision, Mission and Principles. This includes use of the Logo on Member’s websites or Associate Member’s websites, whether internal or public facing, for the purpose of identifying that they are Members of or Associate Members of MACN.

- Members and Associate Members can publicly display the Logo on Member vessels and Associate Member vessels.

- Members and Associate Members can use the Logo as a permanent graphical element on print materials (e.g. business cards) but should use clear addition such as “A Member of” or “An Associate Member of”.

The following uses of the MACN logo are not permitted:
Members and Associate Member who bring either MACN organization into disrepute or damage its reputation, for example, through either inappropriate use of the Logo or repeated devaluing of the Logo by not complying with MACN Principles, may have their permission to use the name and Logo withdrawn and all Members and Associate Members agree as a condition of use of the Logo that they will comply with any directions given by the Board in relation to its use.

The Logo is copyright MACN 2021