



2023 Mission Specialist Crew Agreement

Titanic Survey Expedition Summary

OceanGate Expeditions Ltd., a company organized under the laws of the Commonwealth of The Bahamas, will conduct a submersible dive expedition to the wreck site of the RMS Titanic as a series of missions that are expected to begin in May 2023, and launch from ports in the U.S., Canada, and/or St Pierre and Miquelon. Dives to the wreck will be conducted aboard Titan, OceanGate Inc.'s human occupied submersible capable of taking up to five crew members as deep as 4,000 meters.

Definitions

Titanic	The wreck site of the RMS Titanic is located approximately 380 nautical miles south of St. John's, Newfoundland including the bow section, stern section, and debris field.
Expedition	OceanGate Expeditions' ongoing project to survey the RMS Titanic. The Titanic Survey Expedition typically includes several missions each year.
Mission	A planned segment of the expedition includes transit from land to and from the location of the Titanic by sea. Each Mission includes multiple submersible dives. Weather and mechanical considerations allowing, clients can expect at least one dive opportunity. Dive duration or depth may be adjusted due to logistical, mechanical, or weather limitations.
Dive	A dive begins when the submersible departs the launch platform. A dive concludes when the submersible returns to and lands on the platform. A dive is a single attempt to reach the wreck site of the Titanic.
Titan	A human occupied submersible designed to take up to 5 crew (typically a pilot, three Mission Specialists and a content expert) to depths of up to 4,000 meters.
Expedition Leader	An OceanGate Expeditions crew member with the authority to coordinate the activities of the expedition team, assign roles to Mission Specialists, and ensure a safe expedition that achieves the mission objectives.
Mission Specialist	A Mission Specialist is an individual who participates in a mission on a submersible dive and actively supports the mission in one or more supporting roles aboard the Dive Support Ship and in the submersible. Mission Specialists receive training, orientation, and/or hands-on coaching from OceanGate Expeditions crew throughout the mission and are considered members of the expedition team.
Training and Mission Support Contributions	Mission Specialists acknowledge that the Training and Mission Support Contributions fund ongoing expedition development, asset construction, vessel acquisition, equipment, crew, etc. prior to the expedition. Payment of a Mission Support contribution serves as acceptance of these terms.

What's Provided/Included

- One submersible dive and attempt to reach the RMS Titanic wreck site.
- 14 hours of hands-on training by OceanGate Expeditions.
- Continued Mission Specialist training, orientation, and coaching during the mission.
- Participation in activities that support the expedition and dive operations team aboard both the submersible and dive support ship.
- Accommodations, meals, and beverages aboard the Dive Support Ship during the mission.
- Invitations to attend pre-expedition events with the expedition team and content experts.
- Expert presentations before and/or during the mission.
- Expedition gear including crew apparel and other items specific to the mission.
- A post-expedition report detailing the discoveries made by the expedition crew.
- Taxes, fees, and gratuities.

What's Not Provided

- Travel expenses to/from/at the port of departure or to other crew events.
- Travel expenses for required in-house training or additional in-person interview.

Required Qualifications

- Completion of a 14-hour in-house training course at OceanGate Expeditions or participation in a prior OceanGate Expeditions Mission.
- US Coast Guard Merchant Mariner Credential or Equivalent

*May be waived at discretion of OceanGate Expeditions, Ltd.

Payment Schedule

The Training and Mission Support Contribution is payable directly to OceanGate Expeditions Ltd., per the schedule below. A fully refundable deposit of \$50,000 per person and signed contract is required to reserve participation. This deposit is due no later than 7 days after contract execution. Final, non-refundable payment must be made per the schedule below and is required to confirm participation. Final payment is due no later than 180 days prior to the expedition start. If this contract is executed within 180 days of the expedition start, both deposit and full payment will be due.

Purpose	Date	Amount	Details
Deposit	Due upon receipt. Refundable up to 180 days before expedition start.	\$50,000 USD	OceanGate Expeditions' receipt of this fully refundable deposit reserves a position as a Mission Specialist.
Final Payment	Due 180 days prior to expedition start	\$200,000 USD	Full balance paid confirms position as a Mission Specialist.

Training and Mission Support Contribution - Mission Specialist Cancels

In the event that a Mission Specialist cancels her/his participation, is unable to join on the scheduled departure date, is deemed unfit to join the mission, or is unable to satisfy any of the terms of this agreement, Training and Mission Support Contributions will be forfeited as follows:

Date	Amount
Less than 180 from the expedition start	100% of Mission Support Fee

Training and Mission Support Contribution – OceanGate Expeditions Cancels

In the event that OceanGate Expeditions completely cancels a dive due to equipment failure (ship, submersible, or key support equipment), or crew incapacity (e.g., temporary medical disqualification), a Mission Specialist may be eligible for a credit of the amount paid for her/his Training and Mission Support Contribution. If applicable, this credit will be issued at the time of cancellation and may be used to support and participate in a future expedition to the same destination.

If a mission is canceled due to weather, Training and Mission Support Contributions will be forfeited as follows:

- If the Expedition Leader deems weather/sea conditions (severe storms, sustained sea conditions) unsafe for dive operations and cancels a dive, there will be a 50% credit of the Training and Mission Support Contribution paid. If the Expedition Leader deems it safe to dive during turbulent weather and the Mission Specialist opts not to participate, there will be no refund or credit of the Training and Mission Support Contribution. Every effort will be made to accommodate the Mission Specialist on another dive during the same mission.

Training and Mission Support Contribution Cancellation Credit terms and redemption

- Credits may not be purchased, have no cash value, and are not redeemable for cash.
- Credits may only be redeemed for the same OceanGate Expeditions' project or expedition unless otherwise specified.
- OceanGate Expeditions reserves the right to exclude or limit Credit use at its sole discretion.
- Credits and Credit balances are non-transferable.
- OceanGate Expeditions reserves the right to change or modify these Credit Terms at any time and at its sole discretion.

Additional Vetting and Mutual Acceptance

OceanGate Expeditions may require a Mission Specialist to visit the OceanGate facility within 60 days after deposit. This additional vetting process helps ensure that clients understand and agree to the expeditionary nature of the operation. Visits will be at OceanGate Inc. in Everett, Washington USA.

By signing below, I affirm and acknowledge that:

- Activities at sea involve many hazards and risks, both to persons, property, and schedules.
- During the expedition I will encounter rolling decks, wet and uneven walking surfaces, tow lines and cables on deck, crane lift operations, transfers to ship's tender, and other hazards related to a working vessel at sea. I understand that these risks are inherent to the expedition.
- While extensively tested, the Titan submersible is neither commercially certified nor insured. I will be required to execute an extensive liability release for dives in it and for all expedition activities.
- I understand that there are no guarantees that a/any dive will reach the Titanic or a particular location on the wreck or wreck site.
- I understand that dive teams will be assigned prior to the start of the mission and my position in the dive sequence may be affected by equipment failure or weather delays while other positions may not.
- I understand that as a member of the crew I have a duty to fulfill this agreement and my failure to do so may impact the success of the mission or expedition. I understand that my failure to perform this duty may also result in the forfeiting of any amount or deposit I have paid.
- I am able to board small boats (e.g., inflatable Zodiacs type tenders) in rough seas.
- I will be over 18 years old by the time the expedition commences.
- I am able to demonstrate good balance, mobility, and flexibility (climb a 6-ft ladder, carry 20 lbs., etc.)
- I have a valid passport and may legally travel to Canada.
- I will follow all safety and operations protocols as required by the Expedition Leader, ship's captain, submersible pilots, and aircraft pilots.
- I understand that non-prescription substances are strictly prohibited throughout the expedition. I understand that alcohol is prohibited on commercial vessels used to reach the Titanic wreck site. If prohibited substances are discovered during expedition, I understand that I may forfeit my opportunity to participate in a submersible dive and may forfeit the entirety of my mission support fee.
- I understand that the Expedition Leader has the right, in the interest of safety or other reasonable concerns, to restrict or eliminate my participation in any submersible dive.
- I will truthfully inform OceanGate of any health or other conditions that may affect my ability to safely participate in the expedition.
- I understand every segment of an expedition includes a level of hazard and uncertainty. By nature, exploration of unknown regions and use of new materials, technologies, and partners may result in unpredicted delays or the inability to achieve expeditionary objectives.

Mission Dates and Potential Schedule and Vessel Changes

I am aware that the expedition schedule and itinerary may be altered due to weather, sea conditions, or other unforeseen circumstances such as crew incapacity due to illness. I acknowledge that potential expedition changes that require a change in my personal travel schedule are inherent to the expedition and are to be expected. I understand I should allow for at least two weeks of flexibility in my personal schedule and obtain changeable flights and/or travel arrangements. I acknowledge that all personal travel costs incurred as a result of schedule changes are my responsibility.

I understand that OceanGate Expeditions reserves the option to reasonably alter mission dates and itinerary to accommodate changes in the overall expedition schedule. These possible mission date changes are independent of any schedule changes that are required prior to, or during the mission, due to external factors such as weather conditions.

I understand that OceanGate Expeditions reserves the right to substitute vessels and equipment to facilitate the overall success of the expedition. These substitutions may alter the general arrangement and amenities of the support vessel.

Mission Specialist Crew Responsibilities

I understand that as a member of the expedition crew I will need to complete substantial training prior to the start of the expedition (up to 14 hours depending on prior maritime experience). This training includes basic seamanship, submersible operations, emergency procedures, communications, navigation, and submersible systems and controls. For clients with extensive experience or in special situations this requirement may be waived by OceanGate Expeditions. I understand that I may be required to provide or obtain a US Coast Guard Merchant Mariner Credential or a similar maritime equivalent.

COVID-19

I understand that, prior to departure, OceanGate Expeditions will request additional information about my health history in relation to COVID-19 including proof of vaccination. OceanGate Expeditions may also require that I be tested for the SARS-CoV-2 virus with a negative result and/or tested for SARS-CoV-2 antibodies with a positive result. I may also be required to quarantine before departure, maintain social distancing, wear an approved mask, and/or adhere to other policies that help maintain safety for all crew members. I understand that if I show signs of illness or test positive for the virus before or during my mission, I may forfeit my position. I further understand that given the unpredictable nature of COVID-19, my mission and/or the expedition may be canceled, delayed, or otherwise modified to ensure crew safety.

Signature Page Follows

Governing and Jurisdiction

This Agreement shall be governed by the laws of the Commonwealth of the Bahamas. Any suit to enforce the provisions of this Agreement or arising out of this Agreement shall be brought exclusively in the courts of the Commonwealth of the Bahamas.

Your signature below indicates that you have read, understand, and agree with the terms of this Mission Specialist Crew Agreement.

OCEANGATE EXPEDITIONS

MISSION SPECIALIST

Name_____

Name_____

Signature

Signature

Date

Date