



Global Mining and Metals Information Sharing and Analysis Centre

Membership Agreement

Identify, Protect, Detect, Respond and Recover

This Agreement (the “**Membership Agreement**”) is made and entered into as of the _____ day of _____, 20__
by and between the *Global Mining and Metals Information Sharing and Analysis Centre* (the “**MM-ISAC**”), a not-for-profit corporation organized pursuant to the laws of Canada, and _____,
a corporation organized pursuant to the laws of _____ (the “**Member**”).

- A. MM-ISAC was established to, among other matters, support, enable and enhance the capacity and capabilities of MM-ISAC’s members to manage cyber risk and to identify, protect, detect, respond, and recover from cyber threats and attacks, and to fulfil such other purposes as contemplated in the Certificate of Incorporation of MM-ISAC dated December 27, 2018 (the “**Purposes**”);
- B. General By-Law Number 2018-01 of the Corporation dated January 17, 2018 (together with any other by-laws of the Corporation that may be adopted from time to time herein referred to as the “**By-Laws**”) provide that a member of MM-ISAC must, as a condition of its membership, and except as may be otherwise agreed to by the Board, enter into a Membership Agreement in the form approved by the Corporation;
- C. The Member has applied for and been accepted as a member of the Corporation, subject to it entering into this Membership Agreement and complying with its obligations as contemplated herein, and acknowledges having received a copy of the By-Laws;



- D. The Member acknowledges and agrees that its membership will be contingent, among other things, on sharing of threat intelligence with the MM-ISAC; and
- E. The parties will work together via a collaborative partnership to advance the Purposes of MM-ISAC.

1. **OBLIGATIONS OF MM-ISAC**

MM-ISAC hereby agrees:

- 1.1 Subject to having receipt of the Member's membership dues, the By-Laws and the terms of this Agreement, to provide Member with membership services as outlined herein, the By-Laws and any other policies or procedures of MM-ISAC in this regard.
- 1.2 To provide Member with a trusted shared collaborative environment where they, together with other mining and metals industry stakeholders, can learn from each other to better understand emerging cybersecurity risks, trends, metrics, and effective defenses.
- 1.3 To provide Member with opportunities to engage as part of a public- and private-sector trusted community to:
 - (a) Participate in national cyber resilience and cyber security critical infrastructure protection efforts, initiatives, and exercises
 - (b) Aid in identification of sector-specific risks to help define mitigation strategies to reduce these risks
 - (c) Foster the fundamental foundation of shared trust to advance physical and cyber (all-hazards) threat intelligence information sharing and coordinated response



- (d) Participate in development and implementation of Mining & Metals Critical Infrastructure Cyber Resilience Operational Guidance – derived from best practice and standards adoption
 - (e) Participate in underpinning the cyber resilience operational guidance by participating in development of general workforce and role-based workforce education
- 1.4 Unless the Member requests otherwise, MM-ISAC will include the Member's company name and logo on the public MM-ISAC member list provided the MM-ISAC website and included in MM-ISAC marketing and awareness materials. Notwithstanding the foregoing, the Member agrees that its name, together with those of any of its directors, offices and employees who participate in the activities of MM-ISAC, may be shared by MM-ISAC with other members of MM-ISAC. All members of MM-ISAC will be listed in a directory accessible by other members.
- 1.5 To only issue a press release or publish other marketing materials that identifies the Member with the Member's prior written consent, such consent to be granted to MM-ISAC at the Member's discretion. Member may issue press releases and include MM-ISAC on Member materials upon receiving MM-ISAC's written consent, such consent to be granted at MM-ISAC's sole discretion; provided, however, Member may issue a press release to announce its participation in MM-ISAC without MM-ISAC's written consent.



2. OBLIGATIONS OF THE MEMBER:

The Member hereby agrees:

- 2.1 That it has reviewed the By-Laws and agrees to comply with, and be subject to, the By-Laws and any other policies or procedures of MM-ISAC applicable to it.
- 2.2 To support the Purposes of MM-ISAC.
- 2.3 To support MM-ISAC cybersecurity proactive defense and coordinated response initiatives to increase awareness of threats, vulnerabilities, incidents, and response mitigations.
- 2.4 To foster and commit to contributing to a community of trust in which Members seek mutual benefit from robust bi-directional information sharing and collaboration within the Mining and Metals critical infrastructure trusted community and multi-directionally with other sectors (as approved by Member) by sharing operational relevant information and cybersecurity Indicators and defensive measures. Member maintains discretion over what information is shared and agrees to adhere to the protocols in this regard set forth herein and in any other policies or procedures of MM-ISAC in this regard.
- 2.5 In accordance with the By-Laws, to pay membership dues to MM-ISAC in accordance with the By-Laws and any other policies or procedures of MM-ISAC in this regard.
- 2.6 To support a higher state of readiness and resilience, Member understands that the following Member Principles of Conduct guide actions and responsibilities, achieved through trusted coordination, collaboration, communication, and cooperation:



- (a) Agree to cooperate and collaborate to share appropriate security situational information between and among MM-ISAC trusted community to the greatest extent possible;
- (b) Agree to recognize the security, sensitivity and confidentiality of the information shared and received;
- (c) Agree to protect all sensitive and confidential information received from other MM-ISAC Members by taking all necessary steps, at least as great as the precautions each Members takes to protect its own confidential information; and
- (d) Agree to take all appropriate steps contributing to the cybersecurity resilience

2.7 To appoint Authorized Representatives, as defined in the By-Laws, and comply with the requirements of the By-Laws in respect thereof. The Member hereby appoints the following individuals as the primary, alternate and technical (if applicable) representatives who shall have the authority to represent the Member in accordance with the By-Laws and any other policies or procedures of MM-ISAC.

Authorized Representative,

Name, Title, Phone (Office/Cell), Email:



Alternate Authorized Representative,

Name, Title, Phone (Office/Cell), Email:

Technical Representative,

Name, Title, Phone (Office/Cell), Email:

Alternate Technical Representative,

Name, Title, Phone (Office/Cell), Email:

3. MM-ISAC AND MM-ISAC MEMBERS CONFIDENTIAL INFORMATION

As a Member of MM-ISAC, Member and MM-ISAC agree that they will hold in strict confidence and will not use or disclose to any third party, any Member or MM-ISAC information that is considered “Confidential” or “Proprietary” information of the disclosing party.



Information shall be considered “Confidential” or “Proprietary” if marked “Confidential” or “Proprietary”, identified as “Confidential-in-Nature” by the disclosing party at the time of disclosure, or which by its nature is normally considered confidential or provides the disclosing party with a competitive advantage. Information generally known in the industry or otherwise publicly available at the time of disclosure, information that a party can demonstrate was lawfully in its possession prior to the date of disclosure, information which has been disclosed by third parties which have a right to do so, or information developed independently by Member without reference to the organization’s Confidential Information, shall not be deemed Confidential Information.

The Member’s and MM-ISAC’s obligations shall survive the termination of this Agreement for a period of five (5) years.

Recipients of “Confidential” or “Proprietary” Information will be obligated:

- 3.1 To protect and preserve the “Confidential” and “Proprietary” nature of all “Confidential” and “Proprietary” information with the same degree of care that either party regularly uses to protect its own “Confidential” or “Proprietary” information from unauthorized disclosure.
- 3.2 MM-ISAC will treat Member shared information according to the protocols set forth in MM-ISAC Membership Executive Level Briefing.
- 3.3 To not disclose, give, sell, or otherwise transfer or make available, directly, or indirectly, any “Confidential” or “Proprietary” Information to any third party for any purpose, except as expressly permitted in writing by the disclosing party.
- 3.4 To not use or make any records or copies of “Confidential” or “Proprietary” Information, except as needed in order to provide specific services in the conduct



of the party's duties, or as required by law or regulations, or as needed to use the information effectively to mitigate risk in Member's respective organization.

- 3.5 To return all "Confidential" or "Proprietary" information and any copies thereof as soon as it is no longer needed or immediately upon the disclosing party's request, to the extent permitted by law and regulatory retention requirements.
- 3.6 Disclosing or receiving party to notify the Member or MM-ISAC immediately of any loss or misplacement of Confidential Information.
- 3.7 To comply with any reasonable security procedures designated and as may be prescribed by Member or MM-ISAC for protection of the Confidential Information.

4. TERM AND TERMINATION

This Agreement is effective from the date of acceptance by Member and MM-ISAC and shall terminate in accordance with the By-Laws.

5. DISCLAIMER / LIMITATION OF LIABILITY

Cybersecurity information shared between MM-ISAC and MM-ISAC trusted community is shared in good faith and there are no explicit or implied guarantees or warranties to the veracity or applicability of the information.

Information received from any MM-ISAC product or service to a MM-ISAC Member must be analyzed fully by representatives of the receiving Member, and inherent risk determined and understood. Any local action taken by the Member must be informed by Member's technical expertise and applied as appropriate to the Member's technical, functional, and cultural environments.



MM-ISAC and Member accept no responsibility for negative impacts of any sort that results from local actions taken on information sent to or from MM-ISAC trusted community generally, or to specific organizations.

As a Member of MM-ISAC, Member shall indemnify and hold harmless MM-ISAC and the Operators, and their respective Directors, Officers, Management, Members, Employees, and Agents from and against any claims, losses, damages or expenses (including reasonable attorney fees, expenses and disbursements) by third parties pertaining to the actual or alleged infringement of any intellectual property right, including without limitation, patents, copyrights, trademarks, service marks, or misappropriation of trade secrets or any similar property rights arising from MM-ISAC accessing, using or distributing information, in accordance with the terms and conditions of this Agreement (information provided by Member).

MM-ISAC shall indemnify and hold harmless Member and its Directors, Officers, Management, Employees and Agents, from and against any claims, losses, damages or expenses (including reasonable attorney fees, expenses and disbursements) by third parties pertaining to the actual or alleged infringement of any intellectual property right, including without limitation, patents, copyrights, trademarks, service marks, or misappropriation of trade secrets or any similar property rights arising from Member accessing, using or distributing information, in accordance with the terms of this Agreement. (Information provided by MM-ISAC).

6. LIMITATION OF LIABILITY

In no event shall either party be liable to the other party or to any MM-ISAC Members for incidental, special, punitive or consequential damages (including without limitation lost profits) arising from acts under this agreement even if such party or Member has been advised of the possibility of such damages, notwithstanding the foregoing, no



limitation of either party's or any subscriber's liability shall apply with respect to any claims based on such party's fraud, willful misconduct or gross negligence, indemnification obligations, or breaches of confidentiality. This limitation of liability shall apply regardless of the form of action, however caused, arising out of or in connection with this Agreement, whether in contract or in tort, including negligence on any other basis.

7. PRIORITY OF DOCUMENTS

In the event of a conflict between the terms of this Membership Agreement and the By-Laws, the By-Laws shall prevail.

8. ENTIRE AGREEMENT

This Membership Agreement and all documents mentioned herein contain the entire understanding of the parties with respect to the subject matter hereof and replaces any membership agreement previously entered into between the parties.

9. MM-ISAC MEMBERSHIP AGREEMENT MODIFICATION

From time-to-time, this MM-ISAC Membership Agreement and services provided by MM-ISAC defined in MM-ISAC Membership Executive Level Briefing may be modified. Upon any modification, e-mail notifications to current MM-ISAC Members will be provided at that time. All changes will be highlighted and/or annotated for applicability and submitted to the Members via an addendum to the original MM-ISAC Membership Agreement, requiring MM-ISAC and Member's authorizing signatures.

10. NOTICE

Any notice required or permitted to be given under this Agreement shall be given in writing and shall be hand delivered, tele-copied, sent via email, sent by certified or



registered mail or sent by overnight courier service to the Member or to MM-ISAC at the addresses provided herein.

11. SURVIVAL AND CHOICE OF LAW

The requirements for controlling the dissemination of received information and information sharing described in MM-ISAC Membership Agreement and MM-ISAC Membership Executive Level Briefing survives the expiration or termination of this Agreement.

This Agreement is governed by the laws of the Province of British Columbia, Canada.

<MEMBER>

MM-ISAC

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date