

USER AGREEMENT

This user agreement ("Agreement") is a legally binding agreement between you (the "User") and Motor Insurers' Bureau (Company Number 00412787) whose registered office is at Linford Wood House, 6–12 Capital Drive, Linford Wood, Milton Keynes, MK14 6XT ("MIB") for the User access to certain data contained within the Portal Database (as defined below) from time to time, for specified purposes and strictly on the terms and conditions of this Agreement, to the extent applicable to the User's method of access.

1 DEFINITIONS

1.1 In this Agreement the following expressions shall, unless the context otherwise requires, have the following meanings:

"Access Details"	the unique password and passphrase used to gain web-based browser access to the password protected section of Portal in conjunction with the User ID;
"Change of Control"	a controlling interest in the User, or in an entity which directly or indirectly has a controlling interest in the User, is transferred to any party (unless such transfer is for the purposes of the internal reorganisation of the User only). As used in this Clause 1.1, "controlling interest" means, with respect to any form of entity, sufficient power to control the decisions of such entity;
"Charges"	has the meaning set out in clause [9.1];
"Civil Procedure Rules"	the procedural code relating to the conduct of civil litigation in England and Wales issued by the UK Ministry of Justice;
"Claim"	a claim made by or on behalf of a claimant
"Claimant"	an individual who is the subject of a Claim and whose details may be submitted onto the Portal;
"Claims Data"	such information about a Claim as submitted via the Portal by, or on behalf of, a User from time to time (Including but not limited to any Personal Data relating to a Claimant);
"Compliance Policies"	The Claims Compliance Policy together with other compliance procedures stipulated by MIB from time to time;

[“Commencement Date”	the date upon which the User’s account was established in accordance with clause 2;]
“Confidential Information”	information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of either party or any group company of that party for the time being confidential to that party or any of that party's group companies and trade secrets including, without limitation, technical data and know-how relating to the business of either party or of any of that party's group companies or any of its or its suppliers, clients, customers, agents, distributors, shareholders or management;
"Data"	the data (or any part of it) provided to the User (or to any authorised representative of the User) by MIB (or on its behalf) via the Portal or otherwise in in relation to the provision of the Services;
“Data Link”	the connection required to access the Portal utilised by the User;
“Data Protection Legislation”	all applicable privacy and data protection laws including the General Data Protection Regulation ((EU) 2016/679) (“GDPR”) and any applicable national implementing laws, regulations and secondary legislation in England and Wales (including the Data Protection Act 2018) relating to the processing of Personal Data (or in the event that the UK leaves the European Union, all equivalent legislation enacted in the UK in respect of the protection of personal data) and the privacy of electronic communications, all as amended, replaced or updated from time to time, including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
"Data Subject"	shall have the meaning set out in the Data Protection Legislation;
“Declaration”	the relevant declaration to be made by [the User] set out at [];
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or

delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

“Permitted Purpose”

the permitted purposes for the purposes of this Agreement are:

- 1 For the registration, and subsequent login, of users of the Portal;
- 2 For the submission of Claims related data by the User;
- 3 For tracking of Claims and the updating of Claims Data submitted through the portal.
- 4 As a communication method between MIB and the User
- 5 For progressing a claim”

“Personal Data Breach”

an actual, threatened or potential breach of security which may lead, or leading, to the accidental or unlawful destruction, loss, alteration, processing, unauthorised processing or disclosure of, or access to, Personal Data transmitted, stored or otherwise Processed;

“Personnel”

all persons employed by or on behalf of MIB or all persons employed by the User (as appropriate) to perform its obligations under this Agreement together with MIB’s or the User’s (as appropriate) servants, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this Agreement;

“Personal Data”

shall have the meaning set out in the Data Protection Legislation;

“Portal”

the [] portal branded online application including other applications and or software (as modified by MIB from time to time), which shall provide the User with web based browser access to, and utilise, the Services in accordance with the terms and conditions of this Agreement;

Privacy Notice

shall mean the Digital Claims Privacy Notice for the Portal and associated processing as stipulated by MIB from time to time.

“Portal Provider”

shall mean PEGA (or as otherwise stipulated by MIB from time to time);

“Process(ing)”

shall have the meaning set out in the Data Protection Legislation;

“Representative”

an insurer, compensator or other third party administrator, claimant lawyer or other regulated claimant representative

authorised to conduct litigation in England and Wales and who is assisting an individual claimant to pursue a Claim via the Portal;

“Service” the service to be provided by, or on behalf of, MIB of granting access to the User to the Portal and relevant Data in accordance with this Agreement or as otherwise stipulated by MIB from time to time;

“System” the computer system (including any hardware and software) used by the User to access the Portal;

“User” means the authorised person, company or organisation that uses or accesses the password protected section of the Portal for the Permitted Purpose;

“User ID” the unique identification reference given to a User to enable the User to gain web-based browser access when used with the User’s Access Details to the password protected section of the Portal;

“Working Day” any day save for Saturday, Sunday and public holidays in England;

1.2 In this Agreement:

- (a) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time (including but not limited to legislation relating to the protection of personal data);
- (b) references to “clause” or “clauses” are to clauses of this Agreement;
- (c) reference to any gender includes any other gender and the singular includes the plural and vice versa;
- (d) the headings are for ease of reference only and shall not affect the construction of this Agreement;
- (e) references to the parties are (unless otherwise stated) to the parties to this Agreement; and
- (f) the word “include”, “includes”, “including” and “included” will be construed without limitation unless inconsistent with the context.

2 USER ACCOUNT

Access to the Portal will be granted to the User only upon MIB establishing the relevant User account in accordance with the provisions of clauses 2.2 and 2.3 below and completing (to MIB’s satisfaction) such

vetting of the User as MIB, at its absolute discretion, requires (including but not limited to the User answering the questionnaire stipulated by MIB from time to time and or making the relevant declaration). In any event, save to the extent not permitted by law, MIB shall have the absolute right to limit or withdraw, without liability, any User's access to the Portal at any time without reason and retrieve information from any equipment used to access the Portal as MIB deems necessary to comply with any relevant laws and or regulations, recommendations or orders; to protect its security and or enforce the provisions of this User

- 2.1 Agreement. MIB shall use its reasonable endeavours to notify any relevant User before or at the time MIB withdraws the User's access to the Portal.
- 2.2 To access the Portal the User must register with MIB and open an account with MIB following the INSTRUCTIONS and completing the relevant [application] form on [] ("Registration"). The User hereby confirms and agrees that all information provided by a User as part of the Registration shall be true, accurate and complete in all material aspects.
- 2.3 Acknowledgement of a registration does not constitute acceptance of a Registration. Registration constitutes an offer from the User to MIB to open an account. All Registrations are subject to acceptance by MIB and MIB will confirm such acceptance (if appropriate) in writing, including electronic communication (upon successful completion of the vetting procedures referred to in clause **Error! Reference source not found.** and clearance of (if any) the Charges (in relation to the initial registration Charges (the "Services Confirmation") paid by the User to MIB). For the avoidance of doubt, this Agreement shall relate only to those services which MIB has confirmed in the Services Confirmation.
- 2.4 No withdrawal right or "cooling off" period shall apply to the services provided by MIB under this Agreement.
- 2.5 The User agrees not to access the Portal from another country if it is not permissible to do so in that country. The User also acknowledges and agrees that it is the User's responsibility to confirm the legal position in other countries. If the User accesses the Portal from a country outside the United Kingdom, it is responsible for complying with the local laws of that country and the User shall indemnify MIB against all actions expenses claims proceedings reasonable costs (including without limitation legal costs (such costs to be assessed if not agreed)) and demands which may be brought or made against MIB as a result of the User's non-compliance with this clause 2.5.

3 COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with the terms of this Agreement, for a period of 12 months (the "Initial Term") and shall continue thereafter for successive 12-month periods (the "Extended Term") unless either party provides 1 month's prior written notice to the other party.

4 OBLIGATIONS

- 4.1 [From the Commencement Date until termination of this Agreement,] without creating an obligation so to do, MIB shall use its reasonable endeavours to provide access to the Portal and the Services,

and (if appropriate) the provision of the Data to the User only in accordance with the terms of this Agreement. However, MIB makes no representation or warranty that the Portal is compliant with the Civil Procedure Rules. MIB does not warrant the availability of access to the Portal and or the Services and, without prejudice to any other right or remedy MIB may have, it reserves the right to withdraw the Portal and or the Services, and (if appropriate) the provision of the Data without notice and without limitation, in order to undertake maintenance of the website (including but not limited to emergency maintenance) and or in the event of network failure and or for compliance and or security reasons. MIB cannot control the timing or length of such downtimes and as a result MIB does not guarantee access to the Portal and or the Services, and (if appropriate) the provision of the Data at any particular time.

- 4.2 MIB reserves the right to alter or modify the provision to the User of access to the Portal and or the Services and or the Data in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve, amend or extend MIB's existing services.
- 4.3 Save as is required for the Permitted Purpose or related regulatory compliance purposes or by operation of law, unless otherwise agreed in writing between the parties, the User shall not sell Data to any third party or otherwise seek to receive consideration for the Data (although the User may be entitled to be reimbursed by its client for any amounts it has paid to MIB for information corresponding to its clients Claim), use Data for testing purposes nor create or add to any other database using any part of the Data.
- 4.4 The User hereby acknowledges the provisions of, and agrees to comply with, the Compliance Policies together with any relevant decision made by MIB in accordance with such Compliance Policies (including but not limited to any rights to suspend of the Service).
- 4.5 The User shall employ reasonable information technology related competency, skill and knowledge in relation to its access to the Portal. MIB shall have no liability whatsoever for such any losses which may arise from a failure by User comply with this obligation. Prior to accessing the Portal, the User shall ensure that it has the appropriate equipment and computer capabilities sufficient for the purpose.
- 4.6 The User shall ensure that its System is fully compatible with the Portal and any other requirements stipulated by MIB from time to time. For the avoidance of doubt, the User is responsible for ensuring its own compliance with any processes relating to Claims (including but not limited to those set out in the Civil Procedure Rules). MIB shall not advise a User in relation to any issues relating to compliance with the legal processes and procedures.
- 4.7 The User hereby agrees that MIB is not liable whatsoever to the User and or Claimants for any amounts agreed in respect of settled Claims or for any fees or commissions due to the User from another party.

5 ACCESS TO AND USE OF THE PORTAL

- 5.1 Subject to the User fully complying with its obligations pursuant to this Agreement, MIB grants to the User a revocable, non-exclusive and non-transferable licence to the Portal during the term of this Agreement PROVIDED THAT such use shall be for the Permitted Purpose only and in accordance with any legislation, regulation, code or practice applicable to the User or similar documentation in force from time to time
- 5.2 The Portal is provided to the User on an “as is” basis. MIB makes no warranties as to the accuracy and or availability of the Portal.
- 5.3 The User is permitted to view data by way of the Portal that relates only to it and its relevant Claim. If a User receives data or other information via the Portal that does not relate to the relevant Claim or Claims, the User shall notify MIB immediately of the event.
- 5.4 The User is fully responsible for ensuring, and shall ensure, that all information (including without limitation the Claims Data) entered in the Portal by, or on behalf of, the User is accurate, complete and lawful. The User hereby acknowledges and agrees that after such information is submitted via the Portal it cannot be edited and or amended and MIB shall have no liability whatsoever in relation to any inaccuracies, incompleteness and unlawfulness.
- 5.5 The User understands and acknowledges that its access to and use of the Portal is subject to it accepting and adhering to this Agreement and any relevant Compliance Policies.
- 5.6 The User is responsible for making all arrangements necessary for its access to the Portal (including but not limited to internet service providers). MIB is not a service provider. The User is responsible for the payment of any fees charged, and in accordance with any terms and conditions imposed, by its internet service provider.
- 5.7 The User shall keep its Access Details and User ID confidential. The User shall be liable for the protection of, and the activity on, the Portal which is carried out through the use of such User ID and Access Details. The User shall comply with all relevant security procedures notified to it by MIB from time to time and MIB shall not be liable for any consequences of the failure by the User to comply with such security procedures. The User shall not permit any unauthorised person to access or use the Portal through its System. The User agrees that MIB is entitled to rely on the use of the [Access Details and User ID] as identification of the User or its Personnel to access the Portal and use the Data on its behalf.
- 5.8 The User will immediately inform MIB of any breach by the User of this Agreement.

- 5.9 The User acknowledges and agrees that control and security of its User ID and Access Details are its sole responsibility and that to the fullest extent permitted by law neither MIB nor the Portal Provider shall have any liability whatsoever to the User for any losses (whether direct, indirect or consequential) caused by use of the User ID and or Access Details by unauthorised persons.
- 5.10 If the User knows or suspects that an unauthorised person is aware of its User ID and or Access Details the User shall immediately notify MIB in order to reset the User's existing Access Details.
- 5.11 The User will inform MIB immediately on becoming aware of any unauthorised use and/or disclosure of the User's User ID and or Access Details. Without prejudice to MIB's other rights and remedies, the User's use of and access to the Portal may be suspended immediately if it is, or there is reasonable evidence to suggest that it is in breach of this Agreement and or (without limitation) access to the Portal was unsuccessfully attempted in accordance with the Compliance Policies.
- 5.12 Subject to the User's statutory obligations pursuant to the Data Protection Legislation, the User warrants and undertakes to MIB that (unless otherwise agreed in writing between the parties):
- (a) it will not, and it shall ensure that any of its Personnel will not, attempt to access and or use the Portal and or any Data for any purposes other than the relevant Permitted Purpose or access and or use the Portal and or any Data in a manner incompatible with the Permitted Purpose;
 - (b) it will not, and it shall ensure that any of its Personnel or other relevant Third Party will not, access the Portal, use the Data in any way for data storage purposes, as a case management system and or the purposes and or provision of commercial services (including but not limited to in relation to deciding whether to provide or offer any goods or services to any firm, company, undertaking or individual) unless expressly permitted in writing by MIB;
 - (c) it will access the Portal within its legal entitlement only;
 - (d) unless otherwise agreed in writing between the parties, it will not transfer Data to any third party who is not strictly required to obtain such access, nor will it permit any third party who is not strictly required to obtain such access, to obtain access to the Portal and or the Data at any time and it will not permit, and in any event will notify MIB of, any circumstances it is aware of relating to, any use of the Portal and or the Data, provided by it or any other party, other than for the Permitted Purpose;
 - (e) it will not, and it shall ensure that any of its Personnel will not, create any database from the data provided by the Portal or derived from the Data for any other purpose other than the Permitted Purpose;

- (f) it will not, and it shall ensure that any of its Personnel will not, retain any part of the Data any longer than wholly necessary for the Permitted Purpose or regulatory compliance requirements or by operation of law;
- (g) it will not, and it shall ensure that any of its Personnel will not, process for any purpose, and shall delete irretrievably and promptly, any Data via the Portal which was submitted erroneously, or any Data received which does not relate to the subject matter of the Claim;
- (h) without prejudice to the foregoing, it will notify MIB promptly where the User reasonably believes that the Portal and or the Data appears to contain an error;
- (i) (unless otherwise agreed in writing between the parties, it will not, and shall ensure that any of its Personnel will not, re-sell the Data or access the Portal and or use the Data for marketing, research, analysis or profiling purposes at any time;
- (j) it will not, and shall ensure that any Other Third Party will not, transfer any Data outside the [United Kingdom] [European Union] , unless the prior written consent of MIB has been obtained and the following conditions are fulfilled:
 - (i) MIB or the User has provided appropriate safeguards in relation to the transfer (in accordance with the relevant Data Protection Legislation) as determined by MIB;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the User complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist MIB in meeting its obligations);
 - (iv) the User complies with any reasonable instructions notified to it in advance by MIB with respect to the processing of Personal Data;
- (k) it shall procure, and shall ensure that its Personnel will procure, that each of its employees (if any) that is authorised to have access to the Portal and or process the Data on its behalf shall keep confidential his/her user name and password from all other employees of the User and from other third parties and shall not allow anyone else use of his/her user name and password;
- (l) it will, within 7 days of written request by MIB, notify MIB of its, or any of its Personnel's, employees who are authorised by the User to use the Portal or process the Data on behalf of the User and /or as required the e-mail addresses of such employees;

- (m) any information provided by or on behalf of it to MIB (or any representative of MIB) in relation to receiving the Data or in relation to the decision by MIB to grant the User access to or to maintain its access to the Portal is true, accurate and not misleading and the User hereby undertakes to notify MIB in writing promptly (and in any event within 14 days) of any information of which it is aware which would render the information previously supplied by the User untrue, inaccurate or misleading. MIB does not accept any liability for any inaccurate information supplied to it by, or behalf of, the User or any other source beyond its control;
- (n) on reasonable request from MIB, provide evidence of the reasonable consent or approval (as appropriate) from the Data Subject in relation to any Claims Data;
- (o) within 7 Working Days of such breach, inform MIB of any breach of this Agreement;
- (p) it, and any of its Personnel, will not have any interest or right of ownership whatsoever (including any intellectual property right) in the Portal and that if any such rights do arise in favour of the User, it, or it shall procure that it or its Personnel (as appropriate), shall promptly on the written instruction of MIB assign or procure the assignment irrevocably to MIB (or such party or parties nominated by MIB);
- (q) it, and any of its Personnel, must adhere, at all times, to any other lawful instructions from MIB in its use of the Portal and or the Data provided by the Portal and in all related documentation supplied to consumers, press and other media;
- (r) it will not, and shall ensure that any of its Personnel will not, use for purposes other than the Permitted Purpose any part of any infrastructure, network and/or communication devices or links relating to the Portal;
- (s) it will notify MIB as soon as reasonably possible if the User becomes aware of any complaint regarding the use of data that will lead to or is likely to lead to press involvement and or the involvement of a Member of Parliament or other government representative;
- (t) it will deal with all enquiries from MIB relating to its, or any appropriate Personnel's, access to the Portal or the processing of the Data and or Claims Data promptly, within a maximum of 24 hours, and properly and that all reasonable co-operation and copy documentation shall be provided to MIB in the course of all its enquiries in such regard;
- (u) it has, and shall ensure that its Personnel shall have, full legal authority access the Portal, to receive the Data and provide the Claims Data and that the answers provided by the User to MIB in relation to any questions asked by MIB were, and the relevant Declaration it has made was, full, true and accurate in all respects;

- (v) any act or failure to act by any of the User's Personnel in relation to that Personnel's use of the Portal or processing of the Data pursuant to this Agreement shall be deemed to be an act by the User and the User shall be liable pursuant to this Agreement accordingly;
- (w) it shall retain and shall ensure that any of its Personnel retains the Data in confidence at all times save to the extent:
 - (i) required for the Permitted Purpose; or
 - (ii) that it is required to disclose the Data pursuant to any statutory or regulatory authority of competent jurisdiction;
- (x) [it shall not transfer any Data to any Personnel without the prior consent in writing of MIB,] and it shall ensure that any Personnel enters into a binding agreement with the User which places upon the Personnel obligations equivalent to those placed upon the User pursuant to this Agreement;
- (y) it shall not, and ensure that its Personnel shall not, use the Portal to engage in any conduct that could or could reasonably be expected to have a detrimental effect on the reputation of the Portal and or MIB; or do anything which will or might damage, interfere with, disrupt access to, interrupt or impair the functionality of the Portal;
- (z) it shall, and ensure that its Personnel shall, co-operate with MIB and its Personnel in good faith as necessary in order for the User to gain access to the Portal, receive the Services and comply with its obligations under this Agreement;
- (aa) shall, as an enduring obligation throughout the term of this Agreement, use the latest versions of anti-virus software available from an industry accepted anti-virus software vendor to check for and remove Malicious Software from the Data Link and related IT systems. Notwithstanding the foregoing, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency, loss of, or corruption of the Portal and or the Data, the parties agree to assist each other to mitigate any losses and to restore the MIB Hub to the desired operating efficiency. Cost arising out of the actions of parties taken in compliance with the provisions of this clause 5.12(aa) shall be borne by the parties as follows:
 - (i) by the User where the Malicious Software originates from the User, its servants, agents or sub-contractor's software, any third party software or the User, its servants, agents or sub-contractor's data;
 - (ii) by MIB if the Malicious Software originates from MIB.

5.13 Without prejudice to the foregoing (including but not limited to clause 5.13), subject to the User's statutory obligations pursuant to the Data Protection Legislation, in the event that the User is a Representative, the User further warrants and undertakes to MIB that:

- (a) it is authorised and regulated by the relevant regulator (if applicable), and has all the necessary permissions to provide its services to Claimants as appropriate;
 - (b) it has all requisite authority to act on behalf of such Claimant in relation to their Claim;
 - (c) it is responsible for compliance with all anti-money laundering regulations in respect of Claimants on whose behalf it accesses the Portal and utilises the Services;
 - (d) it has obtained, or will obtain, any necessary consent and or approvals from Claimants and or other relevant Data Subjects (including but not limited to witnesses and passengers) prior to transferring such data (including the Claims Data) via and or onto the Portal fully in accordance with the Data Protection Legislation (without prejudice to its own obligations pursuant to the Data Protection Legislation)
- 5.14 Without prejudice to any other right or remedy available to MIB, MIB reserves the right to withdraw access to the Portal without notice and without limitation, in order to undertake maintenance of the Portal (including but not limited to emergency maintenance) and or in the event of network failure and or for compliance and or security reasons. MIB cannot control the timing or length of such downtimes.
- 5.15 MIB reserves the right to alter or modify the provision to the User of access to the Portal in order to comply with any regulatory requirements or reflect any changes in support requirements or to improve, amend or extend MIB's existing services.
- 5.16 MIB shall be entitled to collect any reasonable data or information about the User's (and its Personnel's (if appropriate)) use of the Portal. So far as law allows, the User shall hold such information as is necessary for the satisfaction of its obligations under this Agreement.
- 5.17 For the avoidance of doubt, and without prejudice to, and in addition to, any other agreement between the parties, the Claims Data shall also be made available to:
- (a) other companies in MIB's group of companies (acting as controllers or processors); insurers and law enforcement bodies, eg. Police, (acting as controllers or processors); government departments (acting as controllers or processors) including Driver and Vehicle Licensing Agency, Compensation Recovery Unit of the Department for Work and Pensions, HM Revenue and Customs, UK Visas and Immigration; local authorities (acting as controllers or processors); experts (acting as controllers or processors) reporting on the cause of the accident, medical injuries and the prognosis and verification of financial and other circumstances; other public or private bodies (acting as controllers or processors), where we are obliged or permitted by law to do so; finance, ID and background verification organisations (acting as controllers or processors); regulatory bodies (acting as controllers or

processors) including the Solicitors Regulation Authority, General Medical Council and Information Commissioner's Office; professional advisors (acting as controllers or processors) including lawyers, accountants, bankers, auditors and insurers; and other service providers including IT suppliers and administration services providers (acting as controllers or processors); or as specified from time to time in the Privacy Notice.

- (b) MIB for the purposes of monitoring the User's performance and that of the Portal Provider and any other users of the Portal in satisfying their respective legal obligations with regard to the Data including (without limitation) those pursuant to: this Agreement; relevant laws and regulations (including but not limited to data protection legislation); policies of motor insurance and the constitution of MIB;
- (c) MIB for the purposes of monitoring the usage of the Portal and for planning and research purposes;
- (d) such parties and for such purposes to the extent properly notified to the User from time to time; and
- (e) as otherwise stipulated in writing by MIB from time to time.

5.18 So far as law allows, the User shall hold such information as is necessary for the satisfaction of its obligations under this Agreement.

5.19 The User hereby acknowledges the provisions of, and agrees to comply with, the Claims Compliance Procedure together with any relevant decision made by MIB in accordance with such Claims Compliance Procedure (including but not limited to the potential reasons for the suspension of the Services set out in the procedure.

6 AUDIT

6.1 In the event that a User is a Representative, during the term of this Agreement and for a period of two years (or other period reasonably stipulated by MIB) after the termination or expiry of this Agreement, MIB (or its representatives) may (subject to such representative complying with the confidentiality provisions set out in clause [15] of this Agreement) conduct an audit of the User's (and any of its Personnel's) access to, and use of, the Data, for purposes including (without limitation) the following:

- (a) to review the use integrity, confidentiality, storage, retention, access, processing and security of any data relating to MIB or sourced from Portal (directly or indirectly) including the authorisation, transmission and management of any data relating to or sourced from the Portal distributed by User either internally or externally together with relevant governance functions;

- (b) to review the User's and relevant User's Personnel's compliance with any relevant legislation applicable to the Data and or Claims Data;
 - (c) to review the User's (and any of its Personnel's) compliance with the terms of this Agreement (including but not limited to existence of valid Data Subject consent in relation thereto (if appropriate)) and ensuring that Data and Claims Data (as appropriate) is being used only for the Permitted Purpose in accordance with this Agreement.
- 6.2 Except where an audit is imposed on MIB by a regulatory body or government; the User is deemed to have failed a prior audit; the User's use of the Services have been suspended by MIB; and or MIB reasonably suspects or is aware of a breach of the terms of this Agreement, MIB (or its representatives) may not conduct an audit on more than two occasions in any calendar year.
- 6.3 MIB shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the User and or relevant Personnel.
- 6.4 Subject to MIB's obligations of confidentiality, the User shall on demand provide, and ensure that the User's Personnel shall on demand provide MIB, its representatives and any relevant regulatory body or government (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit (including but not limited satisfactory evidence that Data Subject consent and or approval (as appropriate) in relation to all relevant purposes has been correctly obtained in accordance with the Data Protection Legislation and any other relevant legislation or regulatory provisions);
 - (b) reasonable access to any sites controlled by the User and or the User's Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this Agreement in line with the User's internal security policy; and
 - (c) access to the relevant User's Personnel.
- 6.5 MIB shall provide at least [30] days' notice, where possible (however it shall not be obligated), of its or a regulatory body's intention to conduct an audit.
- 6.6 The User agrees that it shall bear the costs and expenses incurred in respect of compliance with their obligations under clauses 6.1 to 6.5 (inclusive), and these costs shall include the time spent by MIB's Personnel in dealing with any investigations into the User's compliance with the terms and conditions



of this Agreement (including but not limited to the User's use of the Portal or the Data), which shall be charged at a rate of £[100] per hour (excluding any applicable VAT).

- 6.7 The rights granted to MIB set out in clauses 6.1 to 6.5 (inclusive) will automatically extend, and the User shall procure that they will automatically extend, to any organisation to whom the User passes or shares data with (in compliance with the terms of this Agreement) where it was obtained via the Portal.
- 6.8 Without prejudice to this clause 6, the User shall keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its (and any of its Personnel's) use of the Data (as otherwise reasonably stipulated by MIB from time to time). The User shall make such books of accounts and records available to MIB and its representatives upon reasonable request by MIB. Subject to the foregoing and unless MIB is aware of, or reasonably suspects, a breach of this Agreement by the User, MIB shall not carry out an audit pursuant to this clause 6.8 on more than two occasions during any calendar year.

7 CHANGE OF CONTROL

- 7.1 In the event that the User is a Representative, if the User wishes to undergo any Change of Control it shall, as soon as legally permitted to do so, notify MIB in writing giving sufficient details to be able to assess the effect.
- 7.2 MIB shall have the right (at its absolute obligation) to terminate this Agreement forthwith without liability in the event of a Change of Control of the User.
- 7.3 Without prejudice to any other right or remedy available to MIB, in the event of a Change of Control of the User, the User shall not be entitled to exercise its rights under this Agreement until it has notified MIB of the Change of Control and obtained MIB's consent in writing to such Change of Control (which shall not be unreasonably withheld, delayed or conditioned).]

8 ESCALATION PROCEDURE

- 8.1 If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (a "Dispute") then except as expressly provided in this Agreement, the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, MIB's [Chief Financial Officer] (or equivalent) and a member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) shall attempt in good faith to resolve the Dispute;

- (b) if MIB's [Chief Financial Officer] (or equivalent) and member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Chief Executive and Company Director or member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) who shall attempt in good faith to resolve it; and

- (c) if the Chief Executive and Company Director or member of the User's Personnel who is of an equivalent position (in the User's reasonable opinion) are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing ("**ADR notice**") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice unless otherwise agreed in writing between the parties.

8.2 No party may commence any court proceedings under clause [20] of this Agreement in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.

8.3 If the Dispute is not resolved within 30 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 30 days, or the mediation terminates before the expiration of the said period of 30 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 19 of this Agreement.

9 CHARGES

9.1 Unless otherwise stipulated in writing by MIB, consideration of the provision of the Services, the User shall pay to MIB during the term of this Agreement the relevant sums set out at Schedule 1 (the "Charges") (subject to the provisions of clause 9.2) in accordance with the payment terms set out in the relevant Pricing Document.

9.2 The parties agree that MIB may review and amend the Charges by giving not less than [90] days' notice to the User

9.3 In the event that Charges are payable by the User, without prejudice to any other right or remedy that it may have, if the User fails to pay MIB on the due date any undisputed sum, MIB may:

- (a) charge interest on such sum from the due date for payment at the annual rate of [3]% above the base rate from time to time of Bank of England accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
- (b) suspend the Services (or any part thereof) until payment has been made in full.

9.4 MIB may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the User under this Agreement against any amounts payable by it to that party.

9.5 For the avoidance of doubt, the User shall bear the cost to establish any Data Link, and MIB shall have no liability whatsoever in relation to the cost, quality or otherwise of the Data Link (including without limitation any liability in relation to a delay in the provision of the Services as a result of the failure of the User's Data Link and or any other systems or processes).

10 LIABILITY

10.1 The User hereby acknowledges and agrees that the Data and certain Claims Data shall be supplied by third parties, and that MIB has no control whatsoever over the accuracy, completeness, availability and or usefulness (for a specified purpose or otherwise) of that data and MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, availability, ownership and or suitability of the Data or in relation to any delay in the provision of the Data and/or bringing the Data up to date and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Data in that regard.

10.2 Where it is reasonably apparent that the Portal is unavailable for use by the User, such unavailability shall not relieve the User from its obligations under the Civil Procedure Rules. The User must agree an alternative means of supplying the Data must be agreed with its Insurer in the case of such failure of the Portal.

10.3 The User hereby acknowledges and agrees that MIB nor the Portal Provider shall have any liability for the Portal being unavailable or for any errors in the data supplied which occur due to reasons outside of its control.

10.4 To the fullest extent permitted by law and without prejudice to any other rights available to MIB, and the Portal Provider the User hereby agrees to indemnify MIB and the Portal Provider fully and without limit for any losses, costs, expenses, interest, penalties, sanctions and all legal and other professional costs and expenses) incurred by or suffered by MIB and or the Portal Provider in relation to or as a result of any breach of this Agreement by the User and or its Personnel.

- 10.5 MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, availability, ownership and or suitability of the Portal, the Services and or the Data or in relation to any delay in bringing the Portal, the Services and or Data up to date and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Portal, the Services and or the Data in that regard.
- 10.6 The User further hereby acknowledges and agrees that MIB does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness, and or availability of the Portal (or part thereof) and MIB hereby excludes to the fullest extent permitted by law all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the availability of the Portal in that regard.
- 10.7 The maximum aggregate liability of MIB under or in connection with this Agreement in respect of all claims by the User against MIB giving rise to the liability of MIB whether for breach of contract, negligence or other tort or breach of statutory duty or otherwise shall not exceed the greater of 100% of Charges paid by the User (if any) during the preceding 12 months or the sum of £500.00
- 10.8 Save as otherwise expressly stated in this Agreement and without prejudice to clauses 10.7 and **Error! Reference source not found.**, neither party shall be liable under this Agreement for any loss of profit or for any indirect special or consequential loss or damage of any kind (including without limitation, any loss or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect) howsoever arising and whether caused by negligence, breach of contract or otherwise.
- 10.9 Nothing in this Agreement shall limit the liability of any party for death or personal injury caused by the negligence of that party, its servants or agents; fraud or fraudulent misrepresentation; any matter of which liability cannot be excluded by law; or any claim for payment under an indemnity contained in this Agreement.

11 STATUTORY, REGULATORY AND DATA PROTECTION REQUIREMENTS

- 11.1 Each of the parties undertakes to the other that it will at all times in relation to this Agreement comply in all respects with all relevant statutory provisions and other regulatory controls or requirements from time to time in force which are applicable to the relevant party, together with all and any requirements imposed or made by any governmental or quasi-governmental or regulatory authority (including without limitation the Data Protection Legislation).
- 11.2 Neither party shall do any act that puts the other party in breach of its obligations under the Data Protection Legislation (including but not limited to it being the "Controller" (for the purposes of the Data Protection Legislation) of the Data).

11.3 The User shall:

- (a) undertake to ensure that any registration and or notification requirements pursuant to the Data Protection Legislation in activities as a Controller in connection with the Data and Claims Data are fully complied with at all times;
- (b) unless otherwise stipulated by MIB in writing prior to processing the Data and or Claims Data, ensure that it provides to relevant Data Subjects fair obtaining information (“FON”) relating to the Permitted Purpose which meets the necessary requirements under the Data Protection Legislation prominently and in an appropriate place, in relevant documents and oral communications (as appropriate);
- (c) unless otherwise stipulated by MIB in writing, in the event that it obtains Personal Data from a Data Subject, only request and Process such Personal Data fully in accordance with the relevant FON;
- (d) at all times comply with its obligations under the Data Protection Legislation, including but not limited to, taking appropriate technical and organisational measures (including any reasonable requirements of MIB in respect of the encryption of e-mail and other forms of electronic communications) and keep any Data (together with any other Personal Data obtained by the User pursuant to this Agreement) secured appropriately in order to protect the Data (together with any other Personal Data obtained by the User pursuant to this Agreement) against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, unauthorised misuse, disclosure, theft, interception or access (in particular where the processing involves the transmission of any Data (together with any other Personal Data obtained by the User pursuant to this Agreement) over a network), and against all other unauthorised and/or unlawful forms of Processing. Without limiting its obligations pursuant to clause 11.1, the User shall at all times comply with the provisions of Article 5(f) of the GDPR (if applicable) and any other relevant Data Protection Legislation regarding security to protect against unauthorised or unlawful Processing of Data and against accidental loss or destruction of, or damage to, Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate pseudonymising and encrypting Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it (including without limitation such measures to ensure compliance with Article 32 of the GDPR (if applicable)));

- (e) provide to MIB a written description of the technical and organisational methods employed by the User for Processing Personal Data (within the timescales required by the MIB) and shall notify MIB from time to time of any improvements to the measures referred to in clause 11.3(d) which it considers it would be prudent to adopt;
- (f) at all times, comply with and have a Data Retention Policy in place which fully complies with the requirements outlined in Schedule 2 (or as otherwise stipulated by MIB from time to time);
- (g) ensure the reliability, integrity and trustworthiness of its Personnel by vetting its Personnel appropriately who have access to Personal Data and ensure that access to the Data is limited to those Personnel who need access to, and or Process, the Data for the Permitted Purpose (including but not limited to ensuring that all Personnel are informed of the confidential nature of the Data and are bound by the confidentiality obligations and use restrictions in respect of the Data set out in this Agreement); have undertaken training on the Data Protection Legislation and the handling of Personal Data and how it applies to their particular duties; and are aware both of the User's duties and their personal duties and obligations under the Data Protection Legislation and this Agreement);
- (h) promptly notify MIB of any changes to Data Protection Legislation that may adversely affect the User's performance of this Agreement;
- (i) not transfer any Data outside the European Union or in the event of BREXIT, the United Kingdom or the European Union, without the MIB's prior written consent unless such transfer fully complies at all times with the provisions of the clause 11.3(i);
- (j) without prejudice to clause 6, permit MIB or its representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the User's data processing activities (and/or those of its employees, officers, agents and approved sub-contractors) and comply with all reasonable requests or directions by MIB to enable MIB to verify and/or procure that the User is in full compliance with its obligations under this clause;
- (k) have and maintain in force at all times internal policies that are materially comparable to the security standards ISO/IEC27001 and ISO/IEC27002 or such other standard as agreed in writing between the parties from time to time having regard to the state of technological development and the cost of implementing any measures (including without limitation those measures set out in Article 32 of the GDPR). The User must document and provide to MIB on request within the timescales reasonably required by MIB those measures in writing and periodically review them to ensure they remain current and complete (the "Standards") and shall carry out regular security audits as may be required by the British Standards Institute to ensure compliance and shall, on request, provide copies of the reports of such audits to MIB.

If such audits show any non-compliance, the User shall remedy such breaches of the Standards forthwith at its own expense;

- (l) promptly and without undue delay record and inform MIB of any breach of this clause;
- (m) record and notify MIB immediately if it becomes aware of any actual, threatened or potential breach of security, loss or misuse, of the Personal Data and shall, if a breach of security, loss or misuse, occurs, immediately take all reasonable steps necessary to:
 - (i) remedy such breach, loss or misuse, or protect the Personal Data against any breach or threat;
 - (ii) prevent an equivalent breach, loss or misuse, in the future; and
 - (iii) keep MIB notified of any communications about such breach, loss or misuse, whether that be with individuals whose personal data has been affected, the Information Commissioner's Office or the media.

Such steps set out in clause 11.3(m)(i) and (ii) shall include any action or changes reasonably required by MIB. As soon as reasonably practicable the User shall provide to MIB full details (using such reporting mechanisms as may be specified by MIB from time to time) of the following:

- (iv) (description of the nature of the actual, potential or threatened breach or misuse of Personal Data (including the categories and approximate number of the Data Subjects and Personal Data concerned; and
 - (v) the likely consequences; and
 - (vi) description of the steps taken, or proposed to be taken, by User in respect of such breach, loss or misuse (including measures to mitigate its possible adverse effects);
- (n) immediately following any unauthorised or unlawful Personal Data Processing and or Personal Data Breach, the parties will co-ordinate with each other to investigate the matter. The User will reasonably co-operate with MIB in MIB's handling of the matter, including providing to MIB, on request, such other assistance as may reasonably be required by MIB to comply with its own obligations under the applicable Data Protection Legislation in relation to this Agreement. The User will not inform any third party of any Personal Data Breach

without first obtaining MIB's prior written consent, except when required to do so by law. The User agrees that except, when the User is required to do so by law, MIB has the sole right to determine: (i) whether to provide notice of the Personal Data Breach to any Data Subjects, supervisory authorities, regulators, law enforcement agencies or others, as required by law or regulation or in MIB's discretion, including the contents and delivery method of the notice; and (ii) whether to offer any type of remedy to affected Data Subjects, including the nature and extent of such remedy;

- (o) cover all reasonable expenses associated with the performance of the obligations under clause 11.3(n) unless the matter arose directly from MIB's specific instructions, negligence, willful default or breach of this Agreement, in which case MIB will cover all reasonable expenses. The User will also reimburse MIB for actual reasonable expenses that MIB incurs when responding to a Personal Data Breach to the extent that the User caused such a Personal Data Breach, including all costs of notice and any remedy as set out in this Agreement;
- (p) notify MIB as soon as reasonably practicable in all circumstances and, in particular, without deliberate and unnecessary delay of any audits that are being carried out by the Information Commissioner's Office under the Data Protection Legislation, to the extent that they have relevance to the processing of the Data.
- (q) without prejudice to the foregoing, and subject to relevant laws, on termination of this Agreement for any reason or expiry of its term, the User will securely delete or destroy or, if directed in writing by MIB, return and not retain, all or any Data related to this Agreement in its possession or control in the format and on the media reasonably specified by MIB. The User will certify that it has complied with this clause in writing within 14 days of the termination of this Agreement or of the request by MIB (as appropriate);
- (r) must, at no additional cost, take such technical and organisational measures as may be appropriate, and , promptly provide such information to MIB as MIB may reasonably require, to enable MIB to comply with: (i) the rights of Data Subjects under the Data Protection Legislation, including subject access rights, the rights to rectify and erase personal data, object to the Processing and automated Processing of personal data, and restrict the processing of personal data; and (b) information or assessment notices served on MIB by any supervisory authority under the Data Protection Legislation;
- (s) record and notify MIB immediately if it receives any complaint, notice or communication that relates directly or indirectly to the processing of the Data or to either party's compliance with the Data Protection Legislation;
- (t) record and notify MIB within [5] days if it receives a request from a Data Subject for access to their Personal Data or to exercise any of their related rights under the Data Protection

Legislation relating to the Data and ensure that the Data Subject's rights are taken into account when responding to such request;

- (u) give MIB its full co-operation and assistance as reasonably required by MB from time to time (such assistance shall include the provision of such information as MIB within the timescales reasonably required by MIB) in responding to any complaint, breach, notice, communication or Data Subject request to inter alia assist MIB's compliance with the Data Protection.

11.4 In the event that an inconsistency arises between this Agreement and the Privacy Notice, this Agreement shall have precedence.

11.5 The User shall indemnify MIB against all actions expenses claims proceedings reasonable costs (including without limitation legal costs (such costs to be assessed if not agreed)) and demands which may be brought or made against MIB for breach of statutory duty under the Data Protection Legislation which arises from the use disclosure or transfer of Personal Data (including without limitation any Claims Data) by the User and its Personnel and or a breach of the provisions of clause 5.4 and or this clause 11.

11.6 MIB shall within 48 hours of its knowledge of such breach, notify the User if it becomes aware of any actual, breach of security of the Data provided that MIB (in its reasonable opinion) considers the actual breach of security to be of a sufficiently serious nature to warrant such notification.

12 SUSPENSION

If the User does not comply with any term of this Agreement and or MIB is permitted pursuant to the Compliance Policies, MIB may, without liability, suspend the Services until such time as arrangements have been made to MIB's reasonable satisfaction (such satisfaction to be evidenced by, without limitation the completion of a successful audit by MIB of the User's access to and use of the Data) for remedying the same (as appropriate).

13 TERMINATION

13.1 MIB shall be entitled to terminate this Agreement forthwith without liability, on written notice to the User in the event that the provision by MIB of the Portal is discontinued for any reason whatsoever.

13.2 MIB and or the User shall be entitled to terminate this Agreement at any time by service of three months prior written notice on the other party.

13.3 MIB shall be entitled to terminate this Agreement forthwith by written notice to the User in the event that the User:

- (a) commits any material breach of its obligations under this Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within [14] days of the receipt of a written notice from MIB specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement;
- (b) (being a Representative) enters into liquidation whether compulsorily or voluntarily (otherwise than for the purposes of and followed by amalgamation or reconstruction of insolvency) or compounds its creditors or has a receiver, manager, administrator or administrative receiver appointed over all or any substantial part of its undertaking, assets or income or takes or suffers any similar action in consequence or debt; or
- (c) (being a Representative) there is a Change of Control.

13.4 The User shall be entitled to terminate this Agreement forthwith by written notice to MIB in the event that MIB commits any material breach of its obligations under this Agreement and shall have failed (in the case of a breach capable of remedy) to remedy the breach within [14] days of the receipt of a written notice from User specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this Agreement.

13.5 On termination of this Agreement for any reason:

- (a) the User shall immediately pay to MIB all of MIB's outstanding unpaid invoices (if any) and interest and, in respect of the Services supplied but for which no invoice has been submitted, MIB may submit an invoice, which shall be payable immediately on receipt;
- (b) the User shall not be entitled to a refund of any monies paid in advance to MIB in accordance with this User Agreement;
- (c) the User will no longer have the right to access the Portal and, save for any Data which the User is under a statutory or regulatory obligation to retain, the User shall, forthwith return, delete or destroy all Data (on any medium) in accordance with MIB's instructions (acting reasonably). MIB reserves the right to audit the User's compliance with this provision and, if the User fails to do so, then MIB or its representatives may enter the User's premises and take possession of them. Until they have been returned or repossessed, the User shall be solely responsible for their safe keeping. MIB reserves the right for it or its representatives to audit the User's compliance with this clause;

- (d) the parties shall continue to comply with the Data Protection Legislation in relation to the Data it holds, including without limitation the proper use of the Data retention of the Data and secure destruction of the Data;
- (e) the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination; and
- (f) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14 THIRD PARTY RIGHTS

A person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

15 CONFIDENTIALITY AND INTELLECTUAL PROPERTY

15.1 The User shall keep in strict confidence all of MIB's Confidential Information and (except with the prior written consent of MIB) shall, and shall procure that its Personnel who work on its behalf shall:

- (a) not use or exploit MIB's Confidential Information in any way except for the purpose of this Agreement;
- (b) not disclose or make available MIB's Confidential Information in whole or in part to any third party, except as permitted by this Agreement;
- (c) not copy, reduce to writing or otherwise record MIB's Confidential Information in whole or in part except as strictly necessary for the purpose of this Agreement (and any such copies, reductions to writing and records shall be the property of the disclosing party);
- (d) keep separate MIB's Confidential Information from all of its documents and other records;
- (e) apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information [(which shall be not less than equivalent to the security principles set out in ISO/IEC27001)]; and

- (f) ensure that any document or other records containing MIB's Confidential Information shall be kept at its premises and shall not remove or allow to be removed such document or record from its premises.
- 15.2 The User shall restrict disclosure of MIB's Confidential Information to such of its Personnel as need to know it for the purpose of discharging its obligations under this Agreement, and shall ensure that such Personnel are subject to obligations of confidentiality corresponding to those which bind it. The User shall be liable for the actions or omissions of its Personnel as if they were actions or omissions of that party.
- 15.3 A party may disclose the other party's Confidential Information to the extent that such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 15.3, it takes into account the reasonable requests of the other party in relation to the content of the disclosure.
- 15.4 Each party may, provided that the other party has reasonable grounds to believe that the other party is involved in activity that may constitute a criminal offence under the Bribery Act 2010,
- 15.5 disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.
- 15.6 The User shall establish and maintain adequate security measures (including but not limited to reasonable security measures proposed by that party from time to time) to safeguard MIB's Confidential Information from unauthorised access or use, in accordance with clause 15.1(e).
- 15.7 The User shall not make, or permit any person to make, any public announcement concerning this Agreement or its respective interest in this Agreement without the prior written consent of MIB except as required by law or governmental or regulatory authority or by any court or other authority of competent jurisdiction. The User shall not make use of MIB's name or any information acquired through its dealings with MIB for publicity or marketing purposes without the prior written consent of MIB.
- 15.8 If the User develops or uses a product or a process which, in the reasonable opinion of MIB, might have involved the use of any of MIB's Confidential Information, the User shall, at the request of MIB, supply to MIB information reasonably necessary to establish that MIB's Confidential Information has not been used or disclosed.
- 15.9 [Upon termination of this Agreement, at the request of MIB, the User shall:

- (a) destroy or return to MIB all documents and materials (and any copies) containing, reflecting, incorporating or based on MIB's Confidential Information;

erase all MIB's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and

- (b) certify in writing to MIB that it has complied with the requirements of this clause 15, provided that the User may retain documents and materials containing reflecting, incorporating, or based on MIB's Confidential Information to the extent required bylaw or any applicable governmental or regulatory authority and to the extent reasonable to permit the User to keep evidence that it has performed its obligations under this Agreement. The provisions of this clause 15 shall continue to apply to any such documents and materials retained by the User.]

15.10 All MIB's Confidential Information shall remain the property of MIB and MIB reserves all rights in its Confidential Information. No rights, including, but not limited to, intellectual property rights in respect of MIB's Confidential Information are granted to the User and no obligations are imposed on MIB other than as expressly stated in this Agreement.

15.11 Except as expressly stated in this Agreement, MIB does not make any express or implied warranty or representation concerning its Confidential Information, or the accuracy or completeness of MIB's Confidential Information.

15.12 The disclosure of the Confidential Information by either party shall not form any offer by or representation or warranty on the party of, that party to enter into any further agreement in relation to the purpose of this Agreement or the development or supply of any product or service to which the Confidential Information relates.

15.13 The User shall not use the name, trade mark or logo of MIB in any publicly issued documents or information, without the prior written consent of MIB.

15.14 All intellectual property rights in the Portal are either owned by or licensed to MIB and nothing herein shall constitute an assignment, transfer or vesting of such intellectual property rights in any User. The User shall not, and shall ensure that any Personnel, shall not do anything that may be considered an infringement of such intellectual property rights owned by and or licensed to MIB.

15.15 The User acknowledges that damages alone would not be an adequate remedy for the breach of any of the provisions of this Agreement, accordingly, without prejudice to any other rights and remedies it may have, MIB shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of any provisions of this Agreement.

15.16 The User shall indemnify and keep fully indemnified MIB and its associated companies at all times against all liabilities, costs (including legal costs on an indemnity basis), expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interests, penalties, sanctions and other costs and expenses suffered or incurred by MIB and or its associated companies arising from any breach of this Agreement by the User and from the actions or omissions of any of its Personnel).

15.17 The provisions of clause 15 shall survive the termination or expiry of this agreement.

16 FORCE MAJEURE

16.1 None of the parties shall be liable to the other for any failure or delay in performing its obligations under this Agreement which is due to any cause beyond that party's reasonable control ("force majeure") that party having used all its reasonable endeavours to remove or avoid such force majeure with all reasonable despatch.

16.2 If any party is rendered unable wholly or in part by force majeure to carry out its obligations under this Agreement for a period in excess of 30 days then the non-defaulting party shall be entitled to terminate this Agreement forthwith on written notice to the others. Subject to the obligations pursuant to clause 16 neither party shall have any liability to the other in respect of the termination of this Agreement pursuant to this clause 16.

17 ASSIGNMENT AND SUB-CONTRACTING

17.1 This Agreement and all rights under it may not be assigned or transferred by the User without the prior written approval of MIB (such approval not to be unreasonably withheld or delayed).

17.2 MIB may at any time assign, transfer, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement, and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third part, as it deems fit.

18 ENTIRE AGREEMENT

Save for **Privacy Notice, Terms and Conditions**, this Agreement and the documents referred to in them constitutes the entire agreement between the parties in respect of the subject matter covered by it and supersedes all previous communications, negotiations, understandings or representations whether oral or written between the parties. For the avoidance of doubt, in the event of any conflict or inconsistency between The Privacy Notice and the Terms and Conditions of this Agreement, this Agreement shall prevail.

19 PROPER LAW AND JURISDICTION

This Agreement shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

20 NOTICES

Any notice to be given to a party under or in connection with this Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause shall be deemed to have been served if given by first class mail forty eight hours after being posted.

21 VARIATIONS

21.1 MIB reserves the right to amend this User Agreement from time to time by notifying the User by publishing any amended terms and or conditions and at the User's next log-in which shall take effect from the time they are published. By using the Portal, the User acknowledges and agrees that MIB may amend, alter or delete any of the terms and conditions of this Agreement by publication of such changes on the Portal and agrees to be bound by any such changes from the date of publication.

21.2 Notwithstanding the foregoing, the User is responsible for checking the Portal for any announcements in relation to changes to the Portal, the Services and or to this Agreement and for ensuring its compliance and that of its System (at its own cost), with such changes.

22 SEVERABILITY

If any provision of this Agreement is or becomes illegal, void or invalid, that shall not affect the legality and validity of the other provisions.

23 WAIVER

23.1 Failure or delay by any of the parties in exercising any right or remedy of that party under this Agreement shall not in any circumstances operate as a waiver of it nor shall any single or partial

exercise of any right or remedy in any circumstances preclude any other or further exercise of it or the exercise of any other right or remedy.

23.2 Any waiver of a breach of, or default under, any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of this Agreement.

24 ANTI-BRIBERY

24.1 In the event that the User is a Representative, the User shall ensure that it and persons associated with it or other persons who are performing services in connection with this Agreement shall:

- (a) comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) not do, or omit to do, any act that will cause or lead the MIB to be in breach of any of the Relevant Requirements or Relevant Policies (as defined in clause 24.1(e)).
- (d) immediately report to MIB any request or demand for any undue financial or other advantage of any kind received by the User in connection with the performance of this Agreement;
- (e) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("Relevant Policies), to ensure compliance with the Relevant Requirements, the Relevant Policies and clause 24.1(b), and will enforce them where appropriate.

24.2 The User shall warrant to MIB on an annual basis that it will comply with this clause 24.

24.3 The User shall indemnify MIB against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, MIB as a result of any breach of clause 24.1 by the User or any breach of provisions equivalent to clause 24.1 in any subcontract by any subcontractor.

24.4 The User if requested, shall provide MIB with any reasonable assistance, at the User's reasonable cost, to enable MIB to perform any activity required by any relevant government or agency in any jurisdiction for the purpose of compliance with any of the Relevant Requirements.

- 24.5 The User shall immediately notify MIB if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 24.1 at the relevant time.
- 24.6 The User shall ensure that, by introducing adequate procedures, any person associated with such party who is performing or receiving services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the User in this clause 24 (“Relevant Terms”). The applicable party shall be responsible for the observance and performance by such persons of the Relevant Terms.
- 24.7 Notwithstanding the foregoing, breach of this clause 24 shall be deemed to be a material breach which cannot be remedied.
- 24.8 Without prejudice to clause 13, if MIB terminates this Agreement for breaching this clause 24, the User shall not be entitled to claim compensation or any further remuneration, regardless of any activities or agreements with additional third party policies.
- 24.9 Regardless of any other provision in this Agreement, MIB shall not be obliged to, or omit to so any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.
- 24.10 For the purpose of clause 24, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

25 NO PARTNERSHIP OR AGENCY

- 25.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 25.2 Unless otherwise notified in writing to the MIB, the User confirms it is acting on its own behalf and not for the benefit of any other person

Schedule 1

Charging

Charges for the use of the service: Nil.

Schedule 2

Data Retention Policy

MIB will retain a Claimant's and Users personal data for 7 years after conclusion of the claim, to take into account the statutory limitation regarding legal claims;

if the claim involves a minor, the data retention period is 3 years (for a personal injury claim) or 6 years (for a property damage claim) from the minor's 18th birthday, or 7 years from conclusion of the claim (whichever is later);

bank details of claimants will usually be held only until payment has been confirmed;

in cases involving provisional damages or periodical payments, the data retention period is in line with the terms of the relevant provisional damages or periodical payments order and may well thereby be for the life of the claimant;

where claimants do not have mental capacity (under the Mental Capacity Act 2005) and no payment has been made to the claimant, the data retention period is for the life expectancy of the claimant, decided on a case by case basis.

