



askMID 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 askMID Database (as defined below) from time to time, for specified purposes and strictly on the terms and conditions of this Agreement.

1 DEFINITIONS

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

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| "Additional Permitted Purpose" | has the meaning set out in "Permitted Purpose" below; |
| "Additional Permitted Purpose Conditions" | the illustrative Additional Permitted Purpose Conditions set out in Schedule 4 (or as otherwise stipulated by MIB from time to time); |
| "Additional Permitted Purpose Notice" | the notice in writing from the MIB setting out (without limitation) the applicable Additional Permitted Purposes and Additional Permitted Purpose Conditions in relation to this Agreement, together with the duration of the same relating to MIB's approval of such Additional Permitted Purposes; |
| "APP User" | a User who is permitted to use the Data for an Additional Permitted Purpose pursuant to an Additional Permitted Purpose Notice; |
| "askMID" | the means by which the User may have on-line access to certain information held on the MID; |
| "askMID Database" | the askMID branded online application, including and/or other applications or software (as modified by MIB from |

time to time), which shall provide the User with web-based browser access to the Data in accordance with the terms and conditions of this Agreement;

"askMID Database User Agreement Compliance Procedure"

the askMID Database User Agreement Compliance Procedure published by MIB from time to time;

"askMID Service Pricing for Additional Purpose"

the document setting out the Charges and payment terms in relation to an APP User as stipulated by MIB from time to time;

"askMID Service Pricing for FLA Members"

the document setting out the Charges and payment terms in relation to an FLA Member as stipulated by MIB from time to time;

"askMID User Pricing Document"

the document setting out in the payment terms relating to the Charges (save for APP Users and FLA Members) as stipulated by MIB from time to time;

"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;

"Claim"

a claim against a third party in respect of a Relevant Liability;

"Claimant"

an individual or the employer of the individual who is considering the commencement of or who has commenced Relevant Proceedings;

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| “Compliance Policies” | the askMID Database User Agreement Compliance Procedure 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; |
| “Conditions” | has the meaning set out in clause 5.1; |
| "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) by way of askMID or otherwise in response to, or in relation to, an Enquiry; |
| “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);

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| "Data Subject" | shall have the meaning set out in the Data Protection Legislation; |
| "Declaration" | the relevant declaration to be made by the User for each Enquiry; |
| "Default" | any breach of the obligations of the User (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the User or its Personnel in connection with or in relation to the subject matter of this Agreement and in respect of which the User is liable to MIB; |
| "Enquiry" | for the Permitted Purpose, the submission of Input Data; |
| "Extended Term" | has the meaning set out in Clause 3.1; |
| "FLA" | the Finance Leasing Association (Company Number 2651248) whose registered office is at 2 nd Floor, Imperial House, 15-19 Kingsway, London WC2B 6UN; |
| "FLA Member" | a member of the FLA; |
| "ICO" | Information Commissioner's Office; |
| "Incident" | the incident that is the subject matter of a Claim; |
| "Initial Term" | has the meaning set out in clause 3.; |
| "Input Data" | the Input Data set out in schedule 1 or as stipulated by MIB from time to time; |

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| “Insurer” | any insurance company, Lloyd's syndicate or compensator authorised to underwrite motor insurance and “Insurers” shall be construed accordingly; |
| “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; |
| “MIB Uninsured Drivers’ Agreement” | the relevant MIB Uninsured Agreement entered into by MIB from time to time; |
| “MID” | the database operated and managed by MIB (on behalf of the Motor Insurers’ Information Centre) commonly known as the “Motor Insurance Database”; |
| Other Third Party” | any organisation that is named within the User’s ICO registration held on the ICO’s Data Protection Register at the Commencement Date (unless otherwise stipulated by MIB from time to time); |
| “Permitted Purpose” | <p>the permitted purposes for the purposes of this Agreement are:</p> <ul style="list-style-type: none">(a) only in respect of a Claim and/or only in so far as it is permitted pursuant to The Motor Vehicles (Compulsory Insurance) (Information Centre and Compensation Body) Regulations 2003 and/or reasonably required to give legal advice in relation to a Claim, for the purposes of the User:<ul style="list-style-type: none">(i) assessing whether a Claim ought reasonably to be submitted to the MIB on the basis that |



it relates to an Incident to which a relevant MIB Uninsured Drivers' Agreement relates; or

(ii) identifying the insurer of the motor vehicle relevant to the Claim who provided cover in respect of the Relevant Liability relating to the Claim; and/or

(iii) as otherwise determined by MIB from time to time;

(b) such of the other purposes set out in Schedule 4 and stipulated by MIB in writing from time to time ("Additional Permitted Purpose") for the relevant period, subject to the relevant Additional Permitted Purpose Conditions as stipulated in the Additional Permitted Purpose Notice;

"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;

"Pricing Document"

the askMID User Pricing Document; the 'askMID Service Pricing for Additional Purposes'; or the 'askMID Service Pricing for FLA Members' (as appropriate);

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| “Process(ing)” | shall have the meaning set out in the Data Protection Legislation; |
| “Relevant Liability” | a liability in respect of which a contract of insurance must be in force to comply with part VI of the Road Traffic Act 1998; |
| “Relevant Proceedings” | proceedings in respect of a Relevant Liability (and not in respect of any other liability or any other contract of insurance); |
| “Service” | the service to be provided by, or on behalf of, MIB of granting access to the User to the askMID Database and relevant Data in accordance with this Agreement or as otherwise stipulated by MIB from time to time; |
| “Third Party Vehicle” | the motor vehicle driven by the party causing the Incident; |
| “User” | a registered organisation authorised by MIB to obtain and use relevant Data (strictly in accordance with the Permitted Purpose only) and who has entered into a binding written agreement with MIB in relation to the use of such Data as stipulated by MIB from time to time; |
| “VRM” | a vehicle registration number in the format consistent with those of motor vehicles registered in England, Scotland, Wales or Northern Ireland; |
| “Working Day” | any day save for Saturday, Sunday and public holidays in England; |
| “Year” | the Initial Term or (if any) each Extended Term (as appropriate). |

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

2.1 Access to askMID will be granted to the User only upon MIB establishing the relevant User askMID 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 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 askMID at any time without reason and retrieve information from any equipment used to make an Enquiry 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 Agreement. MIB shall use its reasonable endeavours to notify any relevant User before or at the time MIB withdraws the User's access to askMID.

2.2 To access askMID the User must register with MIB and open an account with MIB following the instructions and completing the relevant application form on www.askMID.com (“Registration”).

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 2.1 and clearance of 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.

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 (upon MIB being satisfied that the Data may be legally disclosed to the User), MIB shall use its reasonable endeavours to make the Data available to the User only in accordance with the terms of this Agreement. However, MIB does not warrant the availability of access to askMID and, without prejudice to any other right or remedy MIB may have, it reserves the right to withdraw the askMID Database 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 askMID at any particular time.

4.2 MIB reserves the right to alter or modify the provision to the User of access to askMID 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 shall 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 In the event that the User is a FLA Member, the User shall notify MIB in writing immediately upon the expiry or termination of its membership of FLA for any reason whatsoever.

5 Access to and Use of askMID Database

5.1 Subject to the User fully complying with its obligations pursuant to this Agreement (and those Additional Permitted Purpose Conditions set out in any Additional Permitted Purpose Notice (the “Conditions”)), MIB grants to the User a non-exclusive licence to use the Data 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. For the avoidance of doubt, in the event that the MIB grants to the User an Additional Permitted Purpose, the relevant Additional Permitted Purpose shall be limited to the Additional Permitted Purposes and period expressly stipulated in the Additional Permitted Purpose Notice and shall be subject to the relevant Conditions.

5.2 The User may only undertake a search of the askMID Database and the Data in respect of the Permitted Purpose and may not under any circumstances undertake searches of a general or speculative nature, nor use information obtained from the askMID Database for the purposes of promoting its products or services or soliciting customers.

5.3 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 Other Third Party will not, attempt to access and or use any Data for any purposes other than the relevant Permitted Purpose or access and or use any Data in a manner incompatible with the Permitted Purpose;

- (b) it will not, and it shall ensure that any Other Third Party will not, use the Data in any way for the purposes and or provision of commercial services (including but not limited to in relation to deciding whether to issue any after the event insurance policy (an ATE policy) in relation to deciding whether to provide or offer any goods or services to any firm, company, undertaking or individual);
- (c) where an Enquiry is made for the Permitted Purpose, it shall make such Enquiry only in respect of the (one) date to which the Enquiry relates and shall not make a series of Enquiries of two or more dates in relation to a single VRM (including, for example, an attempt to determine or identify the date of an accident);
- (d) it shall not make more than one Enquiry in relation to each VRM and or make any series of Enquiries in an attempt to or as part of an attempt to determine or identify the VRM of the motor vehicle of a particular third party against whom a Claim or any other claim might be made (such behaviour would include, for example without prejudice to the generality of the foregoing, the User making in relation to an incident, two or more Enquiries of two or more VRMs that are similar to each other or are variations of a particular VRM in an attempt to identify a third party VRM that is registered on the MID);
- (e) it will conduct all searches against the askMID Database (directly or indirectly) within its legal entitlement only;
- (f) unless otherwise agreed in writing between the parties, it will not transfer Data to any third party who is not an Other Third Party, nor will it permit any third party who is not an Other Third Party, to obtain access to the askMID Database 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 askMID Database and or the Data, provided by it or any other party, other than for the Permitted Purpose;
- (g) it will not, and it shall ensure that any Other Third Party will not, create any database from the data provided by the askMID Database or derived from the Data for any other purpose other than the Permitted Purpose;
- (h) it will not, and it shall ensure that any Other Third Party 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;

- (i) it will not, and it shall ensure that any Other Third Party will not, process for any purpose, and shall delete irretrievably and promptly, any Data received in respect of an Enquiry which was submitted to askMID erroneously, or any Data received which does not relate to the subject matter of the Enquiry;
- (j) without prejudice to the foregoing, it will notify MIB promptly where the User reasonably believes that the askMID Database appears to contain an error;
- (k) unless otherwise agreed in writing between the parties, it will not, and shall ensure that any Other Third Party will not, re-sell the Data or use the Data for marketing, research, analysis or profiling purposes at any time;
- (l) it will not, and shall ensure that any Other Third Party will not, transfer any Data outside the [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;
- (m) it shall procure, and shall ensure that any Other Third Party will procure, that each of its employees (if any) that is authorised to have access to askMID 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;

- (n) it will, within 7 days of written request by MIB, notify MIB of its, or any Other Third Party's, employees who are authorised by the User to use askMID or process the Data on behalf of the User and /or as required the e-mail addresses of such employees;
- (o) any information provided by or on behalf of it to MIB (or any representative of MIB) in relation to making any Enquiry or receiving the Data or in relation to the decision by MIB to grant the User access to or to maintain its access to askMID 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;
- (p) without prejudice to the generality of clause 5.3(o) above, it shall, if reasonably practicable, for each Enquiry provide MIB with a valid and proper case reference number;
- (q) on reasonable request from MIB, provide evidence of the reasonable consent from the Data Subject;
- (r) within 7 Working Days of such breach, inform MIB of any breach of this Agreement;
- (s) it, and any Other Third Party, will not have any interest or right of ownership whatsoever (including any intellectual property right) in the askMID Database or the Data and that if any such rights do arise in favour of the User, it, or it shall procure that any Other Third Party (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);
- (t) it, and any Other Third Party, must adhere, at all times, to any other lawful instructions from MIB in its use of the askMID Database and or the Data provided by the askMID Database and in all related documentation supplied to consumers, press and other media;
- (u) it will not, and shall ensure that any Other Third Party 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 askMID Database;
- (v) 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;

- (w) it will deal with all enquiries from MIB relating to its, or any appropriate Other Third Party's, access to askMID or the processing of the 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;
- (x) it has, and shall ensure that any Other Third Party shall have, full legal authority to receive the 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;
- (y) any act or failure to act by an Other Third Party in relation to that Other Third Party's use of askMID 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;
- (z) it shall retain and shall ensure that any Other Third Party 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;
- (aa) it shall not transfer any Data to any Other Third Party without the prior consent in writing of MIB, and it shall ensure that any Other Third Party enters into a binding agreement with the User which places upon the Other Third Party obligations equivalent to those placed upon the User pursuant to this Agreement.

5.4 MIB shall be entitled to create or collect any reasonable data or information about the User's use of the askMID Database in respect of the number of enquiries the User makes, regulatory and or compliance requirements or by operation of law, and transfer such data to certain third parties (including but not limited to the Insurance Fraud Bureau) for the purposes of fraud prevention and detection or as otherwise reasonably stipulated by MIB from time to time.

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

5.6 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 the potential reasons for the suspension of the Service set out in the askMID Database User Agreement Compliance Procedure).

5.7 Without prejudice to its other obligations set out in this Agreement, the User further hereby acknowledges, and agrees to comply with, the Conditions (unless otherwise agreed in writing between the parties) at all times.

6 Audit

6.1 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 Other Third Party'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 the askMID Database (directly or indirectly) including the authorisation, transmission and management of any data relating to or sourced from the askMID Database 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;

(c) to review the User's (and any Other Third Party's) compliance with the terms of this Agreement (including but not limited to the volume and validity of searches of the askMID Database together with the existence of valid Data Subject consent in relation thereto (if appropriate)) and ensuring that Data 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 Service has 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' obligations of confidentiality, the User shall on demand provide, and ensure that the User' 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 to confirmation of the validity (in accordance with the terms of this Agreement) of searches of the askMID Database specified by MIB together with copies of Data Subject consent in relation to such searches (if appropriate) or satisfactory evidence that Data Subject consent in relation to all relevant purposes (including but not limited to by way of a FON (as defined in Clause 11.3(b) below) 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' 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' 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 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 askMID 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 6.6 (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 from the askMID Database.

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 Other

Third Party'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 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 Service, the User shall pay to MIB during the term of this Agreement the relevant sums set out at Schedule 3 (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 Service (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.

10 Liability

10.1 The User hereby acknowledges and agrees that the 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 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 (if any) during the preceding 12 months or the sum of £500.00.

10.3 Save as otherwise expressly stated in this Agreement and without prejudice to clause 10.2, 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.

10.4 The User's liability for direct loss or damage to MIB caused by the User's Default shall include loss of profits, business revenue, and goodwill that arise as a direct consequence of the Default.

10.5 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 its registration and or notification requirements pursuant to the Data Protection Legislation in activities as a Controller in connection with the Data are fully complied with at all times;

(b) unless otherwise stipulated by MIB in writing prior to making any enquiry or search of the 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 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 other Data outside the [European Union], without the MIB's prior written consent unless such transfer fully complies at all times with the provisions of the clause 5.3(j);

(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 clauses 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, 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 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 by the User and its Personnel and or a breach of the provisions of this clause 11.

11.5 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 Service 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 Data 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 1 month's 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) 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

(b) there is a Change of Control;

(c) the User being an FLA Member at the time of Registration is no longer an FLA Member for any reason whatsoever.

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 30 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 Service 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 use the Data 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

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, disclose Confidential Information to the Serious Fraud Office without first notifying the other party of such disclosure.

15.5 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).

15.6 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.

15.7 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.

15.8 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;
- (b) erase all MIB's Confidential Information from its computer systems or which is stored in electronic form (to the extent possible); and
- (c) 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 by law 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.

15.9 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.

15.10 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.

15.11 The disclosure of the Confidential Information by either party shall not form any offer by or representation or warranty on the part 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.

15.12 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.

15.13 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).

15.14 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 the Conditions, this Agreement 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 Conditions and the terms and conditions of this Agreement, the Conditions shall prevail.

19 Proper Law and Jurisdiction

This Agreement shall be governed by the laws of England 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

MIB reserves the right to amend this User Agreement from time to time by publishing any amended terms and or conditions which shall take effect from the time they are published. By using the askMID Database, 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 askMID Database and agrees to be bound by any such changes from the date of publication.

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 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 The User confirms it is acting on its own behalf and not for the benefit of any other person

Schedule 1

Input Data

1. Standard Input Data for each askMID Enquiry

| Input Data field | Input Data format |
|----------------------------|-------------------|
| User file reference number | Alpha numeric |
| Accident date | DD/MM/YYYY |
| VRM | Alpha numeric |

2. Input Data where more than one matching record has been located on MID

| Input Data field | Input Data format |
|---|-------------------|
| Make and model of third party vehicle | Alpha numeric |
| Name of driver of third party vehicle | Alpha |
| Company name on third party vehicle | Alpha numeric |
| Type of vehicle (e.g. car or truck) | Alpha numeric |
| Other information that could be used to help identify the policy details of the third party vehicle | Alpha numeric |

Schedule 2

Data Retention Policy

- (a) Where Data has been received by a User in accordance with the Permitted Purpose the User must permanently delete the Data when no longer acting for the Data Subject.
- (b) Where Data has been received by a User in accordance with the Permitted Purpose relating to a Claim, the User can retain the Data for the duration of time that the Claim is valid, the User must permanently delete the Data after this time.
- (c) In the event that the Permitted Purpose relates to a Claim, and the User is validly required to retain the Data beyond the time the Claim/ potential Claim is valid, the retention of the Data shall comply with the provisions of the Data Protection Legislation in relation to such data.
- (d) In the event that the Data is processed for an Additional Permitted Purpose and Conditions, the 'Data Retention Policy' shall be set out in the Additional Permitted Purpose Notice or as otherwise stipulated in writing by MIB from time to time.

Schedule 3 Charging

1. Users (save for APP Users and FLA Members)

The sum set out per Year in writing. Such charges permit the User to make an unlimited number of Enquiries (in accordance with the terms and conditions of the Agreement) during each Year during the term of this Agreement.

2. APP Users

The sums set out in the “askMID Service Pricing for Additional Purpose” dated [] (version []) (or as otherwise stipulated by MIB from time to time).

3. FLA Members

The sums set out in the “askMID Service Pricing for FLA Members” dated [] (version []) (or as otherwise stipulated by MIB from time to time).

Schedule 4

1 Additional Permitted Purposes

- A. For the verification of the insurance status of a vehicle used or to be used as a rental vehicle [by the User], for the purpose of checking whether or not the relevant motor vehicle is, and will be, subject to current and valid insurance during the rental period (“APP A”).
- B. For the verification of the insurance status of the User’s customer's motor vehicle, only in the event that the relevant customer has not been referred to the User by its own insurer for the purpose of checking whether or not a motor vehicle is subject to current and valid insurance PROVIDED THAT:
- (i) the relevant Data Subject or Data Subjects has or have provided his, her or their (as appropriate) consent in accordance with the Data Protection Legislation to the User for such use of his, her or their (as appropriate) Personal Data; and
 - (ii) in the event that the relevant Data Subject or Data Subjects is or are insured by a third party, the User shall not inform the relevant Data Subject or Data Subjects of the identity of the relevant third party identified pursuant to an Enquiry (“APP B”)
- C. For the verification of the insurance status of a motor vehicle registered to, owned or leased by a User for the purposes of checking whether or not a motor vehicle is subject to current and valid insurance; to assist with the prevention and detection of fraud in relation to motor vehicle leasing (in accordance with MIB’s instructions from time to time); and (in relation to FLA Members only) to establish whether or not a motor vehicle has been sub-leased from another FLA Member (“APP C”).

2 Additional Permitted Purpose Conditions

- A. The Additional Permitted Purpose will be subject to continued auditing and review by MIB without prejudice to any other right or remedy available to MIB. MIB may at any time, and



without liability, withdraw or amend The User's right to use the Data for the Additional Permitted Purpose ("Condition A").

B. Notwithstanding, and without prejudice, to the provisions of clauses 5.2 and 11.3(b) of this Agreement, in relation to the Additional Permitted Purpose, the User may undertake an enquiry or search of the askMID Database and or Data only in the event that the relevant Data Subject has provided his or her consent in accordance with the Data Protection Legislation to the User for such searches and, on request from MIB, the User shall provide to MIB evidence of such consent from the Data Subject in the format reasonably stipulated by MIB ("Condition B").

C. Notwithstanding the provisions of clause 5.3(b) of this Agreement, the User may refrain from representing its customer in the event that the relevant customer does not possess valid insurance in relation to an Incident ("Condition C").

D. Without prejudice to the provisions of clause 6.8 of this User Agreement, the User shall also keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its (and any Other Third Party's) use of the Data including without limitation all searches of the askMID Database and or the Data pursuant to the Additional Permitted Purpose and all searches of the askMID Database and or the Data pursuant to a Permitted Purpose other than the Additional Permitted Purpose (or 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. The User shall also ensure that such books of accounts and records made available to MIB and its representatives shall enable MIB and its representatives to determine which searches of the askMID Database and or the Data were carried out for the Additional Permitted Purpose and which searches of the askMID Database and or the Data were carried out for a Permitted Purpose other than the Additional Permitted Purpose ("Condition D").

E. Without prejudice to the provisions of clause 11.3(c) of this Agreement, the User shall only request and process Data fully in accordance with any relevant FON or consent granted pursuant to Condition B ("Condition E").

F. Without prejudice to the provisions of this Agreement, the User shall not transfer any Data to any third party (in any media) without MIB's prior written consent ("Condition F").

G. Without prejudice to the provisions of this Agreement, the User shall ensure, and ensure that any other Third Party (if appropriate) ensures, that any Data controlled by, or on behalf of, the User (or Other Third Party (if appropriate) shall be marked "Highly Confidential", treated as MIB's



Confidential Information and stored and handled in accordance with this Agreement (and as otherwise stipulated by MIB from time to time), for the minimum period required for the Additional Permitted Purpose upon expiry of which, the provisions of clauses 15.8(a)-(c) (inclusive) of this Agreement should apply in relation to such Data whether the Agreement is terminated or not.