

This user agreement ("**User Agreement**") is a legally binding agreement between you ("**the Authorised User**") and MedCo Registration Solutions (Company Number 09295557) whose registered office is at Suite 44, Shenley Pavilions Chalkdell Drive, Shenley Wood, Milton Keynes, Buckinghamshire, England, MK5 6LB ("**MedCo**").

The User Agreement sets out the basis on which the Authorised User shall have access to Database Data contained within the MedCo Database from time to time and is accepted by MedCo. It also sets the contractual framework within which MedCo can deliver against the Ministry of Justice's ("Moj") policy objectives.

BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS USER AGREEMENT WHICH WILL BIND YOU AND YOUR PERSONNEL. THIS WILL ONLY BE BINDING ON MEDCO IN CERTAIN CIRCUMSTANCES; SEE RECITAL (C) AND CLAUSE 2.2 BELOW

RECITALS

- (A) MedCo operates the MedCo Database containing certain information about medical experts and medical examinations. The MedCo Database will be populated with Database Data supplied by the Authorised User and other organisations and individuals approved by MedCo to contribute Database Data for the Permitted Purpose and will be available to access (at varying levels) by certain authorised parties. MedCo operates in accordance with policy decisions made by the Moj and will from time to time issue MedCo Rules to ensure that the policy decisions are met.
- (B) MedCo and the Authorised User have agreed that the Authorised User will have access to the MedCo Database, for specified purposes and strictly on the terms and conditions of this User Agreement.
- (C) MedCo Board authority will be required by any Authorised User seeking to enter into this User Agreement where either: 1) any previous agreement between the Parties was terminated by MedCo; 2) or where the Authorised User had its access to the MedCo Database suspended, and that suspension was in place when the previous agreement came to an end for any reason.

OPERATIVE PROVISIONS

1. INTERPRETATION

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

"Alternative Business Structure"	as defined in the Legal Services Act 2007;
"Applicable Law"	means all applicable statutory rules, regulations, instruments and provisions in force from time to time including the rules, codes of practice, practice requirements and accreditation terms stipulated by any Regulatory Body to which each Party is subject from time to time including but not limited to those set out in Schedule 4 of this User Agreement;
"Authorised User"	all individuals and/or organisations authorised by MedCo from time to time to access and use the MedCo Database and obtain and use the Database Data;
"Business Hours"	the period from 9.00 am to 5.00 pm on any Working Day;
"Change of Control"	a Controlling Interest in the Authorised User, or in an entity which directly or indirectly has a Controlling Interest in the Authorised User, is transferred to any party;

"Charges"	means the definition in Clause 7.1;
"Civil Procedure Rules"	means the rules of court governing the practice and procedure to be followed in civil litigation proceedings in England and Wales as established by the Civil Procedure Act 1997 and updated periodically by the Civil Procedure Rule Committee. For the purposes of this User Agreement, any reference to the Civil Procedure Rules incorporates reference to the relevant Practice Directions and Pre-Action Protocols relating to pre-issue conduct, as made and approved from time to time by the Head of Civil Justice;
"Claim"	means a claim for personal injury brought by a Claimant pursuant to the Relevant Pre-Action Protocol following a road traffic accident;
"Claimant"	means an individual who is the subject of a Claim;
"the Commencement Date"	the date upon which the Authorised User clicked on the "Accept" button in relation to this User Agreement, save in the circumstances set out in Clause 2.1 of this User Agreement;
"Confidential Information"	means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or other memory device 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;
"Controlling Interest"	means, with respect to any form of entity, sufficient power to control the decisions of such entity;
"Correct Level of Access"	the appropriate level of access as more particularly detailed in Schedule 3 (or as otherwise stipulated by MedCo by not less than 90 days' prior notice in writing);
"Data Contributor"	all individuals and organisations authorised by MedCo from time to time to access and/or use the MedCo Database to contribute Database Data;
"Data Controller"	shall have the meaning set out in the Data Protection Legislation;
"Database Data"	the Search Data and Provider Data provided by the Data Contributors and other data as determined by MedCo from time to time;
"Database Rules"	the Database Rules as set out in Schedule 2 of this User Agreement, or as amended from time to time by MedCo;
"Data Protection Legislation"	means all applicable data protection and privacy legislation, regulations and guidance including: Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 (or, in the event that

the UK leaves the European Union, all legislation enacted in the UK in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 and any applicable guidance or codes of practice issued by any Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);

"Data Protection Regulator"

means the Information Commissioner's Office, the Article 29 Working Party, the European Data Protection Board, and any other supervisory authority with jurisdiction over either Party, and in each case any successor body from time to time;

"Data Subject(s)"

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

"Direct Financial Link"

Means a relationship between the Authorised User and another party which the MoJ has determined constitutes a direct financial link (or as amended from time to time and set out at www.medco.org.uk) covering a relationship between [the Authorised User and/or:](#)

- (a) any MRO which is, or has been, wholly or partly owned by the Authorised User or by a partner, senior manager, member, director, officer of the company, employer or employee in the Authorised User's organisation, is, or has been at any time during the previous 3 year period; or
- (b) any MRO in which the Authorised User, or a partner, senior manager, member, director, officer of the company, employer or employee in the Authorised User's organisation, is a partner, senior manager, member, director, officer of the company, employer or employee, is, or has been, at any time during the previous 3 year period; or
- (c) any MRO in which the Authorised User, or a partner, senior manager, member, director, officer of the company, employer or employee in the Authorised User's organisation, is or has been a shareholder, with a shareholding above 3%, now or at any time during the previous 3 year period; or
- (d) where the Authorised User practises under an ABS licence or is part of a group containing an ABS, any MRO which forms part of, or is wholly or partly owned by, the ABS or group; or
- (e) any medical legal expert employed by the Authorised User or under contract of service with the Authorised User for the provision of medical legal reports:
 - (i) in soft tissue injury claims within the meaning of paragraph 1.1(16A) of the Pre-Action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents; or
 - (ii) in road traffic accident related personal injury claims, valued at not more than £5,000, to which the Pre-Action Protocol for Personal Injury Claims Below the Small Claims Limit in Road Traffic Accidents applies.

“Direct Medical Expert/DME”	a medical expert who will accept instructions direct from an Authorised User to complete a relevant medical legal report. Direct means that instructions and payment must be made direct to the direct medical expert;
"Ethics Policy"	the MedCo Ethics Policy as attached at Schedule 1 to this User Agreement as amended from time to time by MedCo;
“MedCo Board”	means the board of directors of MedCo;
“MedCo Charging Policy”	the charges for the provision of the Services or audits set out at www.medco.org.uk (as amended by MedCo from time to time);
“MedCo Database”	the MedCo branded online application which shall provide Authorised Users with web based browser access to the Database Data in accordance with the terms and conditions of this User Agreement;
"MedCo Data Validation Rules"	rules set out at www.medco.org.uk (as amended by MedCo from time to time);
"MedCo Rules"	rules made by the MedCo Board from time to time in accordance with their powers as defined by the MedCo Articles of Association;
“MRO”	a Medical Reporting Organisation that meets the definition of an MRO as outlined in the “Qualifying Criteria for Medical Reporting Organisations” document published on www.medco.org.uk (or as otherwise stipulated by the MoJ from time to time);
"No Notice Audit"	means an audit carried out without prior notice in accordance with the Audit Guide published at www.medco.org.uk , as revised from time to time;
“Permitted Purpose”	<ul style="list-style-type: none"> (a) the use of the Provider Data for the purposes of instructing an expert to produce a medical legal report to support the Claimant’s Claim; (b) where the Authorised User is a defendant and has received a medical legal report it can conduct a compliant search on the Database Data to confirm the medical expert is operational on the MedCo Database and/or that a report has been sourced via MedCo; (c) for any other purpose stipulated by MedCo in writing from time to time;
"Personal Data"	shall have the meaning set out in the Data Protection Legislation;
"Personnel"	all persons employed on behalf of MedCo or all persons employed by the Authorised User (as appropriate) to perform respective obligations under this User Agreement together with MedCo’s or the Authorised User’s (as appropriate) servants, representatives, agents, and suppliers and approved sub-contractors used in the performance of its obligations under this User Agreement;

"Privacy Policy"	shall mean the notice containing the information required to be provided to a Data Subject by the Data Protection Legislation;
"Process(ing)"	shall have the meaning set out in the Data Protection Legislation;
"Provider Data"	means data about the MRO or DME provided to an Authorised User after they have undertaken a search of the MedCo Database. This will include the MRO or DME's name and contact details. In the case of DMEs it will also include details about qualification and specialisms;
"Qualifying Criteria"	the criteria set by the MoJ (as amended from time to time);
"Random"	means that in the process of selection of MROs or DMEs (as applicable) for presentation in a search result, an algorithm is applied to the search as directed by the MoJ to ensure that no MRO or DME is at risk of never being presented;
"Reaffirm"	the Authorised User confirming, at least annually, that the obligations and warranties under this User Agreement are met when requested to do so by MedCo in the format required by MedCo;
"Register"	means completing the online form, as directed to do so by MedCo and accepting the terms of this User Agreement;
"Regulatory Body"	means any competent governmental, statutory, regulatory or enforcement authority or regulator concerned with the activities carried on by any Party or any part, division or element thereof in respect of the activities carried out pursuant to this User Agreement including the General Medical Council, Health and Care Professions Council, the Solicitors Regulation Authority, Chartered Institute of Legal Executives, Bar Standards Board, the Financial Conduct Authority, the Information Commissioner and HM Revenue and Customs and their relevant successors (for the avoidance of doubt, this does not include any regulator whose authority arises pursuant to any voluntary code of conduct);
"Relevant Pre-Action Protocol"	means and Pre-Action Protocol which applies or may apply to road traffic accidents including but not limited to the RTA Protocol, or the RTA Small Claims Protocol, as amended from time to time;
"RTA Protocol"	means the Pre-action Protocol for Low Value Personal Injury Claims in Road Traffic Accidents;
"RTA Small Claims Protocol"	means the Pre-Action Protocol for Personal Injury Claims below the Small Claims Limit in Road Traffic Accidents;
"Search Data"	means the data about the Claimant which is input into the MedCo Database by the Authorised User to generate the Provider Data;

"Services"	the services to be provided by or on behalf of MedCo of granting the Authorised User a non-exclusive licence to access the MedCo Database in accordance with this User Agreement or as otherwise stipulated by MedCo from time to time;
"Shared Personal Data"	the Personal Data contributed and/or uploaded to the Database by Authorised User for the Permitted Purposes;
"User"	any of the users specified in Schedule 3 of this User Agreement;
"Working Day"	any day save for Saturday, Sunday and public holidays in England and Wales.

1.2 In this User Agreement:-

- (a) any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time;
- (b) references to Clauses and Schedules are to Clauses of and Schedules to this User 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 User Agreement;
- (e) references to the Parties are (unless otherwise stated) to the Parties to this User Agreement; and
- (f) the words 'include', 'includes', 'including' and 'included' will be construed without limitation unless inconsistent with the context.

1.3 The Schedules form part of this Agreement and will have the same force and effect as if expressly set out in the body of this Agreement.

2 Commencement and Duration

2.1 This User Agreement shall commence on the Commencement Date, save in the circumstances set out in 2.2 below, and shall continue until terminated by either Party in accordance with Clause 14 of this User Agreement

2.2 Where:

- (a) any agreement between the Parties has been terminated at any point by MedCo, MedCo will not be bound by this User Agreement unless the MedCo Board has previously confirmed in writing that the Authorised User may Register; or
- (b) MedCo has suspended the Authorised User's access to the MedCo Database under any previous agreement and the suspension remained in place when the previous agreement came to an end for any reason, MedCo will not be bound by this User Agreement unless the MedCo Board has previously confirmed in writing that the Authorised User may Register.

3 Obligations

3.1 MedCo's Obligations

3.1.1 From the Commencement Date until termination of this User Agreement MedCo shall use reasonable endeavours to make the Database Data available to the Authorised User only in accordance with the terms of this User Agreement.

3.2 The Authorised User's Obligations

- 3.2.1 From the Commencement Date until termination of this User Agreement, the Authorised User shall:
- (a) access the MedCo Database only in accordance with all terms of this User Agreement and act in accordance with the MedCo Rules, the Database Rules and Ethics Policy;
 - (b) use the MedCo Database to source an expert for all medical legal reports where required to do so pursuant to the Civil Procedure Rules;
 - (c) adhere, at all times, to any other lawful instructions from MedCo in its use of the MedCo Database or the Database Data and in all related documentation supplied to consumers, press and other media;
 - (d) not use for purposes other than the Permitted Purpose any part of any infrastructure, network or communication devices or links relating to the MedCo Database.
 - (e) not attempt to subvert the Random allocation process in any way, including (but not limited to) by making repeat searches of the MedCo Database for individual Claimants;
 - (f) complete the relevant mandatory fields as set out in the MedCo Data Validation Rules;
 - (g) act with reasonable skill and care in performing its obligations under this User Agreement and in compliance with all Applicable Law.

4 Access to and Use of MedCo Database

- 4.1 The MedCo Database is provided to the Authorised User on an "as is" basis. MedCo makes no warranties as to the accuracy of the MedCo Database or its fitness for the purposes envisaged by this User Agreement.
- 4.2 Subject to the Authorised User fully complying with its obligations pursuant to this User Agreement, MedCo grants to the Authorised User a non-exclusive licence to use the Database Data for the Permitted Purpose during the term of this User Agreement.
- 4.3 The Authorised User may only undertake a search of the MedCo Database for the Permitted Purpose and may not under any circumstances undertake searches of a general or speculative nature, nor use information obtained from the MedCo Database for purposes of promoting its products or services or soliciting customers.
- 4.4 Subject to the Authorised User's statutory obligations pursuant to the Data Protection Legislation, the Authorised User warrants and undertakes to MedCo that:
- (a) it will notify MedCo as soon as reasonably possible if the Authorised User becomes aware of any complaint regarding the use of Database Data that will lead to or is likely to lead to press involvement or the involvement of a Member of Parliament or other government representative;
 - (b) it shall keep and furnish to MedCo, immediately upon request, a written record of each User (including without limitation his or her name, role and category of access (as stipulated by MedCo from time to time)) and remove access from the accounts of any Users who no longer require it;
 - (c) without prejudice to the Authorised User's other obligations in relation to audits, it shall ensure that User credentials for any User who ceases to be authorised by the Authorised User to use the MedCo Database, or who ceases to be employed by the Authorised User are disabled immediately by the Authorised User and that it conducts at least quarterly reviews of Users and ensure that the credentials of any User who no longer requires access are disabled immediately;

- (d) it will restrict Users to its own employees or individuals contracted to work on behalf of the Authorised User for personal injury claims handling related activities and shall ensure that each User has been assigned the Correct Level of Access.
- 4.5 MedCo shall be entitled to create or collect any reasonable data or information about the Authorised User's use of the MedCo Database in respect of the number of enquiries the Authorised User makes for the purpose of regulatory compliance requirements or by operation of law or as otherwise stipulated by MedCo from time to time ("Usage Data").
- 4.6 MedCo shall be entitled to disclose any Usage Data:
 - (a) to any relevant Regulatory Body; or
 - (b) to a third party for the purposes of the prevention of fraud including but not limited to Insurance Fraud Bureau and Claims Portal Limited; or
 - (c) to any other party, for any other purpose as permitted by Applicable Law.
- 4.7 So far as law allows, the Authorised User shall hold such information as is necessary for the satisfaction of its obligations under this User Agreement.
- 4.8 MedCo reserves the right to issue reports from time to time to the Authorised User setting out the Authorised User's compliance with the MedCo Data Validation Rules.
- 4.9 The Authorised User shall keep its own records of information submitted and received by parties via the MedCo Database and shall not rely on the MedCo Database for any data storage purposes or use or rely on it as a case management system.

5. Warranties

- 5.1 The Authorised User warrants and undertakes to MedCo that:
 - 5.1.1 on the Commencement Date it has notified (and during the term of the User Agreement it will notify) MedCo in writing of any Direct Financial Link it has or will have with a third party (together with all details reasonably requested by MedCo relating thereto) and will under no circumstances instruct a medical expert or MRO or other relevant organisation (as reasonably stipulated by MedCo from time to time) to which it has a Direct Financial Link;
 - 5.1.2 in complying with 5.1.1 it will only declare Direct Financial Links in accordance with the definition provided within the terms of this User Agreement as amended from time to time;
 - 5.1.3 it will Reaffirm the User Agreement and declare its position with regards to Direct Financial Links on an annual basis when requested to do so by MedCo, in the format required by MedCo;
 - 5.1.4 it will ensure that all information provided to MedCo (to include but not limited to contact details, ICO registration details and professional registration details) is complete and will be kept up to date;
 - 5.1.5 any Personal Data it collects and provides to MedCo under this User Agreement ("Shared Personal Data") is obtained and transferred to MedCo in accordance with Data Protection Legislation and is accurate and up to date;
 - 5.1.6 prior to the transfer to MedCo in relation to the Shared Personal Data, it has provided the Data Subjects of the Shared Personal Data with a Privacy Policy on its own behalf and on behalf of MedCo. MedCo's Privacy Policy can be found at www.medco.org.uk; and
 - 5.1.7 it will not enter in to an agreement or instruct a DME to prepare a MedCo Sourced Report for the Authorised User where any part of the DME's fee for preparing the report is contingent upon the nature of the expert evidence or upon the outcome of the case.

6. Intellectual Property

- 6.1 The Parties hereby acknowledge that the intellectual property rights in the Database Data as a whole shall be the property of MedCo, and MedCo shall have the right to grant licences to the Authorised Users and other third parties, from time to time, to use and access the Search Data inputted onto the MedCo Database by the Authorised User.
- 6.2 MedCo hereby reserves the right to grant a sub-licence in respect of Database Data to any other person (including but not limited to for the purpose of establishing or administering the MedCo Database).
- 6.3 Nothing in this User Agreement grants the Authorised User the right to use the MedCo logo without prior authorisation, which is at the entire discretion of the MedCo Board.

7 Charges

- 7.1 In consideration of the provision of the Services, the Authorised User shall pay to MedCo during the term of this User Agreement the sums stipulated by MedCo in the MedCo Charging Policy.
- 7.2 The Parties agree that MedCo may review and amend the Charges set out in the MedCo Charging Policy by giving not less than 30 days' notice to the Authorised User.
- 7.3 The Authorised User shall pay each relevant invoice (which shall include VAT and all other applicable taxes and duties (where appropriate)), submitted to it by MedCo in full and in cleared funds, within 30 days of receipt to a bank account nominated in writing by MedCo.
- 7.4 In the event that the Authorised User fails to pay MedCo by the due date any undisputed Charges payable by the Authorised User, MedCo may (without prejudice to any other right or remedy that it may have):
- (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 all Services until payment has been made in full; and
 - (c) following the Authorised User's suspension for failure to pay, terminate the User Agreement on 28 days' notice.
- 7.5 Each Party may, without limiting any other rights or remedies it may have, set off any amounts owed to it by the other Party under this User Agreement against any amounts payable by it to that Party.
- 7.6 All amounts payable by the Authorised User under this User Agreement are exclusive of amounts in respect of value added tax chargeable for the time being ("VAT"). Where any taxable supply for VAT purposes is made under this User Agreement by MedCo to the Authorised User, the Authorised User shall pay to MedCo such additional amounts in respect of VAT as are chargeable on the supply of the Services and audits at the same time as payment is due for the supply of the Services or audits.
- 7.7 The Authorised User agrees that all Charges paid to MedCo are non-refundable.

8 Change of Control

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

9. Audit

9.1 During the term of this User Agreement, and for a period of two years after the termination or expiry of this User Agreement, MedCo (or its Personnel) may (subject to such representative complying with the confidentiality provisions set out in Clause 15 of this User Agreement) conduct audits of the Authorised User's compliance with this User Agreement. Each such audit may include (but shall not be limited to) reviewing the Authorised User's:

- (a) compliance with this User Agreement
- (b) access to and use of the Database Data;
- (c) compliance with any MedCo Rules;
- (d) integrity, confidentiality and security of any data relating to MedCo and Data Subjects;
- (e) compliance with Applicable Law and Civil Procedure Rules.

The Audit Guide, as revised from time to time, which can be found at www.medco.org.uk, sets out a summary of the audit process and requirements for the provision of Database Data and other matters. The Authorised User should be familiar with and present all information requested by MedCo as detailed in the Audit Guide.

9.2 No Notice Audit

9.2.1 During the term of this User Agreement, MedCo may carry out a No Notice Audit if MedCo reasonably believes that there is one (or more) serious breach(es) of a material term of this User Agreement.

9.2.2 The No Notice Audit will be carried out in accordance with the Audit Guide published at www.medco.org.uk as revised from time to time.

9.3 Except where-

- (a) an audit is imposed on MedCo by a Regulatory Body or government;
- (b) the Authorised User is deemed to have failed a prior audit;
- (c) MedCo reasonably suspects or is aware of a breach of the terms of this User Agreement; or
- (d) a No Notice Audit is undertaken;

MedCo (or its Personnel) may not conduct an audit on more than one occasion in any calendar year.

9.4 MedCo shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Authorised User or its relevant Personnel.

9.5 The Authorised User and the Authorised User's Personnel shall on demand provide to MedCo, its Personnel and any relevant Regulatory Body (or their respective agents or representatives) all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the persons above within the permitted scope of the audit;
- (b) reasonable access to any sites controlled by the Authorised User or the Authorised User's Personnel (as appropriate) and to any equipment used (whether exclusively or non-exclusively) in relation to this User Agreement in accordance with the Authorised User's internal security policy; and
- (c) access to the relevant Authorised User Personnel.

All information provided to MedCo or obtained by MedCo from the Authorised User or the Authorised User's Personnel shall be kept confidential in accordance with the terms of this User Agreement.

- 9.6 Failure to provide access and fully co-operate with any audit, including a No Notice Audit may result in MedCo suspending the Services as set out in Clause 13.
- 9.7 MedCo shall, where possible, provide reasonable notice at least 30 days' notice, of its or a Regulatory Body's intention to conduct an audit, which should be, unless otherwise agreed, no less than 10 days, except where MedCo undertakes a No Notice Audit.
- 9.8 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under Clauses 9.1 to 9.6 (inclusive), unless MedCo determines that the audit identifies a material failure by the Authorised User to perform its obligations under this User Agreement in any material manner, in which case the Authorised User shall reimburse MedCo for all MedCo's reasonable costs incurred in the course of the audit.
- 9.9 The rights granted to MedCo pursuant to Clauses 9.1 to 9.6 will automatically extend to any organisation to whom the Authorised User passes or with whom it shares data where it was obtained from the MedCo Database.
- 9.10 Without prejudice to this Clause 9, the Authorised User shall keep full, proper and up to date books of account and records showing clearly all transactions and proceedings relating to its use of the Database Data (as otherwise reasonably stipulated by MedCo from time to time). The Authorised User shall make such books of account and records available to MedCo and its Personnel upon reasonable request by MedCo.

10. Liability and indemnities

- 10.1 The Authorised User shall indemnify MedCo against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by MedCo arising out of or in connection with:
- (a) any breach by the Authorised User of the warranties contained in Clause 4.4 and Clause 5;
 - (b) any claim made against MedCo for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the use by MedCo or Authorised Users of the Search Data and Provider Data.
- 10.2 The Authorised User hereby acknowledges and agrees that:
- (a) the Provider Data shall be supplied by third parties;
 - (b) MedCo has no control whatsoever over the accuracy, completeness or usefulness (for a specified purpose or otherwise) of that Provider Data; and
 - (c) MedCo does not make or include any representations, warranties or guarantees relating to and including but not limited to the accuracy, completeness or suitability of the Provider Data.
- 10.2.1 To the extent necessary and to the fullest extent permitted by law, MedCo hereby excludes all representations, undertakings, terms, warranties, conditions and guarantees (whether express or implied) relating to the Provider Data including but not limited to the accuracy, completeness or suitability thereof.
- 10.3 The maximum aggregate liability of MedCo, under or in connection with this User Agreement, in respect of all claims by the Authorised User against MedCo, giving rise to the liability of MedCo 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.
- 10.4 With the exception of liability under an indemnity, which shall be unlimited, neither Party shall be liable under this User 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.

- 10.5 Nothing in this User 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 User Agreement.

11. Escalation Procedure

- 11.1 If a dispute arises out of or in connection with this User Agreement or the performance, validity or enforceability of it (a "Dispute") then, except as expressly provided in this User Agreement, the Parties shall follow the procedure set out in this Clause:

(a) either Party shall within 14 days of a Dispute arising 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, MedCo's Personnel or representative of the relevant MedCo committee (as specified by MedCo) ("MedCo Representative") and a member of the Authorised User's Personnel ("Authorised User's Representative") who is of an equivalent position (in the Authorised User's reasonable opinion) shall attempt in good faith to resolve the Dispute;

(b) if the MedCo Representative and the Authorised User's Representative are, for any reason, unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to a more senior member of MedCo's Personnel or representative of the relevant MedCo committee (as specified by MedCo) ("MedCo Senior Representative") and Company Director or member of the Authorised User's Personnel ("Authorised User's Senior Representative") who is of an equivalent position (in the Authorised User's reasonable opinion) who shall attempt in good faith to resolve it; and

(c) if the MedCo Senior Representative and Authorised User's Senior Representative are, for any reason, unable to resolve the Dispute within 30 days of it being referred to them and where both Parties agree, 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.

- 11.2 No Party may commence any court proceedings in relation to the whole or part of the Dispute until 30 days after service of the ADR notice, save that proceedings may be issued in any case if the right to issue would otherwise be prejudiced.

- 11.3 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 20 of this User Agreement.

- 11.4 MedCo may record the escalation meetings, subject to the attendees of the meeting giving their explicit consent to the meeting being recorded. No other Party may record the escalation meetings but MedCo will make transcripts of the meetings available upon request.

12. Written warning

- 12.1 If the Authorised User does not comply with any term of this User Agreement and MedCo is satisfied that a written warning is appropriate, MedCo will issue a written warning to the Authorised User setting out the action that the Authorised User is required to take to resolve the issue

13. Suspension

- 13.1 If the Authorised User does not comply with any term of this User Agreement, and MedCo is satisfied that a written warning is not appropriate, MedCo may, without liability, suspend the Services or such part of the Services as is relevant until such time as the non-compliance has been remedied to MedCo's reasonable satisfaction (either by way of audit or as otherwise agreed by MedCo).

14. Termination

- 14.1 MedCo shall be entitled to terminate this User Agreement forthwith without liability, on written notice to the Authorised User in the event that the provision, by MedCo, of the Services is discontinued for any reason whatsoever.
- 14.2 MedCo or the Authorised User shall be entitled to terminate this User Agreement at any time by service of 90 days' prior written notice on the other Party.
- 14.3 MedCo shall be entitled to terminate this User Agreement forthwith by written notice to the Authorised User in the event that the Authorised User or its Personnel:
- (a) commits any material breach of this User Agreement, which in the reasonable opinion of MedCo, cannot be remedied in accordance with Clause 12 by written warning or Clause 13 by suspension;
 - (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;
 - (c) has a Change of Control (unless MedCo has provided its written consent in accordance with the terms of this User Agreement).
- 14.4 The Authorised User shall be entitled to terminate this User Agreement forthwith by written notice to MedCo in the event that MedCo commits any material breach of this User Agreement and has 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 the Authorised User specifying the breach, requiring that it be remedied and indicating that failure to remedy the breach may result in termination of this User Agreement.
- 14.5 On termination of this User Agreement for any reason:
- (a) save for any data which the Authorised User is under a statutory or regulatory obligation to retain, the Authorised User shall, forthwith return, delete or destroy all Provider Data (on any medium) in accordance with MedCo's instructions (acting reasonably). MedCo reserves the right to audit the Authorised User's compliance with this provision and, if the Authorised User fails to do so, then MedCo or its representatives may enter the Authorised User's premises and take possession of them. Until they have been returned or repossessed, MedCo shall be solely responsible for their safe keeping, MedCo reserves the right for it or its representatives to audit the Authorised User's compliance with this Clause;
 - (b) 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 User Agreement which existed at or before the date of termination, subject to the limitations set out in Clause 10; and
 - (c) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

15. Confidentiality

- 15.1 Each Party shall ensure that all Confidential Information of the other Party is kept confidential and shall apply the same security measures and degree of care to the Confidential Information it applies to its own Confidential Information. Neither Party shall make or cause or permit to be made or cause any use or disclosure of any Confidential Information except to the extent permitted under this User Agreement.
- 15.2 Each Party shall be permitted to disclose Confidential Information of the other Party to the extent that it is required to do so by any Applicable Law or regulations or by any public, governmental, supervisory or regulatory authority or by any legally binding order of any court or tribunal provided in any such case that:
- (a) the disclosure or use is limited strictly to those parts of the Confidential Information of the other Party which are required to be disclosed pursuant to this Clause 15; and
 - (b) each Party shall use reasonable endeavours to ensure the recipient of such Confidential Information is made aware that such information is confidential.
- 15.3 The obligations contained in Clauses 15.1 to 15.2 shall not apply to any Confidential Information of either Party:
- (a) to the extent that such Confidential Information was publicly available or generally known to the public or lawfully in the possession of the other Party at the time of the disclosure except as a result of any breach by that other Party of its obligations hereunder; or
 - (b) to the extent that the other Party acquires or has acquired such Confidential Information free from any obligation of confidentiality from a third party who is not in breach of any obligation as to confidentiality.
- 15.4 Either Party may disclose Confidential Information to its Personnel, officers, insurers or reinsurers who require such Confidential Information for the purpose of carrying out the Party's obligations under this User Agreement. Each Party shall ensure that all of its Personnel or Officers, to which Confidential Information is disclosed, are aware prior to receiving the Confidential Information in question of the confidential nature of the Confidential Information and of the relevant Party's obligations pursuant to this Clause 15.
- 15.5 Neither Party shall make any announcement in relation to the matters contemplated in this Clause, in each case, save with the prior written consent of the other Party.
- 15.6 Each Party may, provided that it 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.
- 15.7 Upon termination of this User Agreement, at the request of MedCo, the Authorised User shall destroy or return to MedCo all documents and materials (and any copies) containing, reflecting, incorporating or based on MedCo's Confidential Information and certify in writing to MedCo that it has complied with this Clause.
- 15.8 Each Party acknowledges that damages alone would not be an adequate remedy for the breach of this Clause 15. Accordingly, without prejudice to any other rights and remedies it may have, each Party shall be entitled to the granting of equitable relief (including, without limitation, injunctive relief) concerning any threatened or actual breach of this Clause 15.
- 15.9 The provisions of Clause 15 shall survive the termination or expiry of this User 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 User 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 User Agreement for a period in excess of 30 days then the non-defaulting Party shall be entitled to terminate this User Agreement forthwith on written notice to the others. Subject

to the obligations pursuant to Clause 14, neither Party shall have any liability to the other in respect of the termination of this User Agreement pursuant to this Clause 16.

17 Assignment and Sub-Contracting

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

17.2 MedCo 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 User Agreement, and may subcontract or delegate in any manner any or all of its obligations under this User Agreement to any third party.

17.3 To the extent either Party is permitted to sub-contract their rights and/or obligations under this User Agreement in accordance with this Clause 17, it should:

(a) enter into a written agreement with its sub-contractors which contain terms no less onerous than in this User Agreement, which should include, for the avoidance of doubt, the provisions contained in Schedule 4; and

(b) remain liable to the other Party for the acts and omissions of any of its sub-contractors.

18 Third Party Rights

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

19 Entire Agreement

19.1 This User 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 inconsistency or conflict between the terms of this User Agreement and any prior agreements (which the Parties hereby acknowledge and agree has been replaced by this User Agreement), the provisions of this User Agreement shall prevail.

20 Proper Law and Jurisdiction

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

21 Notices

21.1 Any notice to be given to a Party under or in connection with this User Agreement shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office 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; or

(b) sent by email to the primary User's email addresses or such email address as that Party may have specified to the other Party in writing.

21.2 Any notice shall be deemed to have been received:

(a) if delivered by hand at the time the notice is left at the proper address; or

(b) if sent by pre-paid first-class post, at the expiration of two clear days after the time of posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours, it shall be deferred until Business Hours resume.

22 Variations

- 22.1 MedCo may, subject to Board approval, make reasonable changes to this User Agreement on 30 days' prior written notice.

23 Severability

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

24 Waiver

- 24.1 A waiver of any right or remedy under this User Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 24.2 Failure or delay by any of the Parties in exercising any right or remedy of that Party under this User 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.
- 24.3 Any waiver of a breach of, or default under, any of the terms of this User Agreement shall not be deemed a waiver of any subsequent breach of default and shall in no way affect the other terms of this User Agreement.

25 No partnership or agency

- 25.1 Nothing in this User 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 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

Schedule 1

Ethics Policy

This policy is for Authorised Users, Medical Reporting Organisations (MROs) and Direct and/or Indirect Medical Expert ("Expert"). The policy sets out the standards of conduct, and professional behaviours that you must adhere to.

All Authorised Users, MROs and Experts should at all times conduct themselves in accordance with their own professional regulator's standards. This policy is intended to complement those professional standards. If in the unlikely event you consider that there is any conflict between the provisions of this policy and your own regulator's professional standards then those standards should prevail. Any such conflict must be advised to MedCo immediately.

Authorised Users, MROs and Experts not adhering to the standards set out in this document will be acting in breach of their agreement(s) with MedCo ("Agreement"). MedCo reserves the right to conduct investigations which may lead to suspension or termination of any of their Agreement. Referrals may also be made to other regulatory agencies or organisations including but not limited to the Solicitors Regulatory Authority, Financial Conduct Authority, General Medical Council, Insurance Fraud Bureau, Health and Care Professions Council and Information Commissioner's Office.

The Standards

As an Authorised User, a MRO or an Expert the standards of conduct, performance and ethics that you must keep to are to:

1. Act in the best interests of the Claimant;
2. Respect the confidentiality of the Claimant;
3. Keep high standards of personal and professional conduct;
4. Provide to Medco any important information about your conduct and competence;
5. Keep your professional skills and knowledge up to date;
6. Keep accurate records;
7. Behave with integrity;
8. Comply with the relevant Civil Procedure Rules, Practice Directions and Protocols;
9. Comply with the MedCo Rules and the Agreement.

Applying the Standards

As an Authorised User, MRO, or Expert you must make sure that you are familiar with the standards and that you keep to them. If concerns are raised about you as an Authorised User, MRO, or Expert,

MedCo may consider such factors as it, at its own discretion, considers necessary (including without limitation the factors set out in this policy) when deciding whether it needs to take any action.

The standards are written in broad terms and are designed to apply to all Authorised Users, MROs and Experts as far as possible. MedCo acknowledges that some of the standards may not apply to all Authorised Users, MROs, or Experts.

MedCo aims to ensure that a high standard of professional conduct is maintained by Authorised Users, MROs and Experts. This is so that the general public and all Authorised Users, MROs and Experts can have confidence in the Services provided by MedCo and those organisations and individuals who use the MedCo Database. The standards are to be considered objectively and there are no hard and fast rules as to how the standards are to be met. Authorised Users, MROs and Experts, as autonomous and accountable professionals, will need to make reasonable decisions about their practice and how best to meet the standards. MedCo has however set out general guidelines to provide a little more detail as to what is expected of you. If you have any queries, please contact enquiries@medco.org.uk.

The Standards of Conduct and Ethics

1. Act in the best interests of the Claimant

The Claimant must be kept at the centre of all decisions made when acting as an Authorised User, MRO or an Expert. Each Authorised User, MRO and Expert involved in the process is responsible for promoting the Claimant's best interests in all dealings with the Claimant. You must respect that those interests will vary when providing a service as an Authorised User or MRO or an Expert.

You must not allow your views about a Claimant's sex, age, colour, race, disability, sexual orientation, marital status, pregnancy and maternity, social or economic status, lifestyle, culture, religion or beliefs to impact on the way that you deal with each individual Claimant.

You must maintain and uphold your professional standards at all times when dealing with the Claimant.

2. Respect the confidentiality of the Claimant

You must treat information about the Claimant as confidential and use it only for the purposes for which they have provided it. You must not knowingly release any personal data or confidential information to anyone who is not entitled to it, and you should check that people who ask for the information are entitled to it.

You must keep to the conditions of the Data Protection Legislation and always follow and keep up to date with best practice for handling confidential information. You must also ensure that where you engage a third party' assistance in preparing reports that they are following such best practice and meeting the requirements of the Data Protection Legislation.

3. Keep high standards of personal and professional conduct

You must maintain high standards of both personal and professional conduct so as to ensure that the general public and all other Authorised Users, MROs and Experts will have confidence in you as an Authorised User or as a MRO or an Expert and your actions should not undermine confidence in the Services provided by MedCo. As an Authorised User, MRO, or Expert you are expected to co-operate

with MedCo and its Personnel in a professional manner including, but not limited to, responding to MedCo's correspondence and dealing with complaints in a timely manner. Any unacceptable behaviour towards MedCo Personnel will not be tolerated.

4. Provide to us any important information about your conduct and competence

You must inform MedCo immediately if you have important information about your conduct or competence (including any referral on conduct to a Regulatory Body), or about the conduct and competence of any other MedCo Authorised User or MRO or Expert which comes to your attention, to the extent it is permitted by Applicable Law. In particular you must advise MedCo immediately if you are:

- Convicted of a criminal offence, receive a conditional discharge for an offence or accept a police caution;
- Disciplined by your professional regulator;
- Suspended or placed under a practice restriction because of concerns about your conduct or competence;
- If you have been declared bankrupt, entered into any individual voluntary arrangements or had a County Court judgment issued against you.

MedCo will investigate any report about your conduct and competence in accordance with this policy and the terms of your Agreement. MedCo will take such action as it considers necessary, which may include removing your access to the MedCo Database or your Accredited status and reporting you to your Regulatory Body.

5. Keep your professional skills and knowledge up to date

You must make sure that your professional skills, knowledge and performance are of good quality, up to date, and relevant to your scope of practice.

Experts will in any event need to maintain Accredited status as granted by MedCo and will be required to undertake appropriate levels of training, targeted at provision of reports undertaken via MedCo. All Authorised Users and MROs will be required to ensure that they maintain up to date knowledge on Data Protection Legislation and all other relevant Applicable Law.

6. Keep accurate records

Accurate records should be maintained of all engagement with the Claimant and on all aspects relating to use of the MedCo Database.

MedCo has a right of audit and may wish to examine your records should this prove necessary.

7. Behave with integrity

All Authorised Users, MROs and Experts will be expected to behave with integrity at all times. This covers their dealings with Claimants, MedCo and other Authorised Users MROs and Experts.

This will include (but is not limited to):

- Making full and frank disclosure of any Direct Financial Link that one Authorised User may have with a MRO or Direct Medical Expert (or vice versa) and keeping that disclosure updated if there are any changes;
- Ensuring that referral fees are not requested, paid or received in breach of the Legal Aid Sentencing and Provision of Offenders Act 2012;
- Not providing any misleading information in their dealings with MedCo;
- Not engaging in any other practice that would undermine the public confidence in MedCo, the Service, Authorised Users or MROs or Experts.

8. Comply with the relevant Civil Procedure Rules, Practice Directions and Protocols

You should ensure that you are up to date with all relevant provisions and that the provisions are adhered to. This should include making the relevant fraud checks required by the RTA protocol.

9. Comply with the MedCo Rules and the Agreement

You should ensure that they are familiar with the terms of your Agreement and the MedCo Rules and ensure that these are adhered to. Any revisions will be published and you should familiarise themselves with any updated versions. MedCo has also published Guidance as to how it will interpret the Qualifying Criteria. Such Guidance will form the basis of audit of MROs all MROs should familiarise themselves with and act in accordance with that guidance as updated from time to time.

Schedule 2

Database Rules

- (1) The Authorised User shall keep its own records of information submitted and received by parties via the MedCo Database and shall not rely on MedCo for any data storage purposes or use or rely on it as a case management system.
- (2) The Authorised User will monitor and enforce appropriate information security controls over its use of the MedCo Database and related data, including only permitting persons to access it who are both employed by the Authorised User and authorised by the Authorised User's management to access the MedCo Database and its related data. The Authorised User will not create duplicate cases on the MedCo Database for the same Claimant on the same accident date.
- (3) The Authorised User will not use an alternative postcode for a Claimant in order to obtain its preferred search results.
- (4) The Authorised User will submit an explanation to MedCo, if required by MedCo, where the Authorised User believes it is necessary to conduct a second search for the same Claimant on the same accident date prior to commencing such search.
- (5) In accordance with Civil Procedure Rules, the Authorised User will not instruct an expert who has previously or is currently providing treatment to the Claimant.
- (6) The Authorised User will select via the MedCo Database which expert it has instructed from the search results provided by MedCo.
- (7) It is the principle's/senior management's responsibility to ensure all staff are trained to use MedCo and are aware of these Database Rules.
- (8) The Authorised User will ensure, once a selection is made on MedCo ,that it will forward the instruction on to the selected party in 5 days, or, if the selection is no longer required, the Authorised User will inform the selected party the instruction has been cancelled.
- (9) The Authorised User will ensure sufficient number of agreements are in place with authorised Data Contributor suppliers and agreed terms are in place with medical experts or MROs before a selection is made on the MedCo Database.

Schedule 3
Correct Level of Access

User Type	Registration	Registration Maintenance	Maintain Direct Financial Links	Create Administrative Users	Create Operational Users	Search
Primary User	Y	Y	Y	Y	Y	Y
Administrative User	N	N	N	N	Y	Y
Operational User	N	N	N	N	N	Y

Schedule 4

Without limitation to the obligation in Clause 3.2.1(g) to comply with all Applicable Law, the Parties agree to comply with the specific laws and regulations set out in this Schedule 4.

1. Legal Aid, Sentencing and Punishment of Offenders Act 2012.

The Authorised User hereby confirms and agrees that it shall not request, receive or pay referral fees in contravention of Legal Aid, Sentencing and Punishment of Offenders Act 2012.

2. Data Protection Requirements

2.1 The Parties acknowledge that each Party shall be a Data Controller of the Shared Personal Data. Each Party shall comply with its obligations as a Data Controller under Data Protection Legislation.

2.2. Without prejudice to Clause 2.1 of this Schedule, the Authorised User shall ensure that:

2.2.1 any Shared Personal Data:

2.2.1.1 has been collected and disclosed to MedCo in accordance with the Data Protection Legislation; and

2.2.1.2 is accurate and up to date.

2.2.2 prior to the disclosure to MedCo of Shared Personal Data, it has:

2.2.2.1 provided the Data Subjects of the Shared Personal Data with a Privacy Policy on its own behalf and on behalf of MedCo which expressly refers to the disclosure of the Shared Personal Data to MedCo; and

2.2.2.2 referred Data Subjects to MedCo's Privacy Policy at <https://www.medco.org.uk/privacy-policy> for information on how MedCo will Process the relevant Personal Data.

2.2.3 to the extent that consent of the Data Subjects is necessary for compliance with Data Protection Legislation, it has obtained the consent of the Data Subjects to (i) its transfer of the Shared Personal Data to MedCo; and (ii) the Processing of the Shared Personal Data by MedCo; and it will immediately notify MedCo in the event that a Data Subject withdraws or amends this consent;

2.2.4 it implements and maintains appropriate technical and organisational measures to preserve the confidentiality and integrity of the Shared Personal Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects (the "**Security Measures**");

2.3 The Authorised User shall notify MedCo promptly, and in any event within 24 hours, of any known breach of technical and/or organisational Security Measures where the breach has affected, or could have affected, the Shared Personal Data (the "**Security Breach**"). The Authorised User shall also notify MedCo of the steps it has taken to remedy and mitigate the Security Breach and will provide MedCo with any information that MedCo requests.

2.4 The Authorised User shall notify MedCo (to the extent legally permitted) promptly, and in any event within 24 hours, should it receive a request, complaint or enquiry from either a Data Protection Regulator or Data Subject with regard to the Shared Personal Data ("Enquiry") and keep MedCo regularly updated on all such Enquiries and shall notify MedCo when the Enquiry has been resolved.

2.5 The Authorised User shall, within 10 Working Days of receiving a written request, provide to MedCo such information as is reasonably required to satisfy MedCo that the Authorised

User is compliant with the Data Protection Legislation.

3. Anti-Bribery

- 3.1 Each Party shall ensure that it and persons associated with it or other persons who are performing services in connection with this User 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 MedCo to be in breach of any of the Relevant Requirements or Relevant Policies.
 - (d) immediately report to MedCo any request or demand for any undue financial or other advantage of any kind received by the Authorised User in connection with the performance of this User Agreement;
 - (e) have and shall maintain in place throughout the term of this User Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 ("the Relevant Policies"), to ensure compliance with the Relevant Requirements, the Relevant Policies and Schedule 4 Clause 3.1(b), and will enforce them where appropriate.
- 3.2 The Authorised User, if requested, shall provide MedCo with any reasonable assistance, at the Authorised User's reasonable cost, to enable MedCo 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.
- 3.3 The Authorised User shall immediately notify MedCo if, at any time during the term of this User Agreement, its circumstances, knowledge or awareness changes such that it would not be able to warrant its compliance with the obligations set out in Schedule 4 Clause 3.1 at the relevant time.
- 3.4 Regardless of any other provision in this User Agreement, MedCo shall not be obliged to, or omit to do any act which would, in its reasonable opinion put it in breach of any of the Relevant Requirements.
- 3.5 For the purpose of Schedule 4 Clause 3, 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.