



**Manitoba
Public Insurance**

2021 RESTATED LIGHT VEHICLE REPAIR ACCREDITATION AGREEMENT

The terms and conditions contained within this Light Vehicle Accreditation Agreement (including all referenced schedules and appendices) govern the arrangement between an Accredited Shop and Manitoba Public Insurance. This Agreement supersedes and replaces all previously entered into Light Vehicle Accreditation Agreements between Manitoba Public Insurance and the Accredited Shop.

1.0 PURPOSE AND SCOPE:

1.1 Scope

Manitoba Public Insurance is committed to ensuring that its Customers receive Proper Repairs and excellent customer service from vehicle repair shops in Manitoba. Accordingly, the standards, terms, and conditions that repair shops must adhere to in order to become accredited by Manitoba Public Insurance are contained within the following documents:

- (a) this agreement and its schedules;
- (b) the then current Compensation Schedule;
- (c) the Policies & Procedures;
- (d) the Accreditation Specifications and Application; and,
- (e) your specific Corrective Action Plan, if applicable

(all collectively referred to as the “**Agreement**”).

The labour and material rates and other fees that Accredited Shops may charge for vehicle repair services for Manitoba Public Insurance claims are set out in the Compensation Schedule and in the Estimating Standards, and both are found on the MPI Partners Website. By meeting the standards, terms, and conditions outlined in this Agreement, Accredited Shops are entitled to charge the rates and fees set out in the Compensation Schedule and the Estimating Standards.

This Agreement sets out the relationship between you and Manitoba Public Insurance with respect to your status as an Accredited Shop. By voluntarily signing the Accreditation Application and this Agreement, you agree to adhere to the standards expected of an Accredited Shop and all of the terms and conditions in this Agreement.

1.2 Order of Precedence

To the extent there is a conflict or inconsistency between documents, the following is the order of precedence of documents comprising this Agreement:

- (a) this agreement and its schedules;
- (b) the then current Compensation Schedule;
- (c) the Policies & Procedures;
- (d) the Accreditation Specifications and Application; and,
- (e) your specific Corrective Action Plan, if applicable.

unless a subordinate document expressly states that a specific provision in such subordinate document overrides a specific provision in a superior document, in which case, the provision in the superior document will prevail.

1.3 Same Agreement for all Accredited Shops

The same terms and conditions contained within this agreement and its schedules will be applied to all Accredited Shops, so that all Accredited Shops have the same contractual rights and obligations applying to the light vehicle repair services they perform for Customers.

2.0 DEFINITIONS:

“**Accredited Shop**” means a Light Vehicle repair shop which has signed an accreditation

agreement with Manitoba Public Insurance.

“Accreditation Application” means the application for accreditation together with the initial shop profile information in accordance with the Accreditation Requirements.

“Accreditation Requirements” means the requirements as set out on the MPI Partners Website that each applicant must meet in order to be eligible for accreditation. There are continuing compliance criteria as well as initial eligibility criteria.

“ACV” means Actual Cash Value.

“Amendment Cooling Off Period” means the period of thirty (30) calendar days beginning on the effective date of an amendment to this Agreement.

“Approved Repair Facility” means a repair facility with a fixed permanent location with the necessary tools, equipment and other infrastructure on hand to meet the requirements as set out in this Agreement and on the MPI Partners Website.

“Arbitration Costs” means the fees and expenses of the arbitrator, but does not include each of the parties’ own fees and costs such as lawyers’ fees, witness fees, or any other fees or costs incurred by a party in preparing for the arbitration.

“Compensation Schedule” means the document on the MPI Partners Website which sets out the labour and material rates and other fees that Accredited Shops may charge for vehicle repair services for Manitoba Public Insurance claims.

“Compensation Schedule Term” means the effective period of a given Compensation Schedule, as set out in that Compensation Schedule.

“Corrective Action Plan” means one of various options for resolving a current deficiency under this Agreement, which may limit your benefits and obligations under this Agreement, in Manitoba Public Insurance’s sole discretion.

“Current ACV Threshold” means the latest value, as published on the MPI Partners Website, over which the Total Loss Indicator shall not exceed before obtaining Manitoba Public Insurance’s guidance for that particular repair.

“Customer” means the claimant that is insured by Manitoba Public Insurance and that has engaged you to perform repair work on their Light Vehicle;

“Direct Repair” or **“DR”** is the term used to describe DR Shops producing the first Estimate of physical damage related to a Manitoba Public Insurance physical damage claim.

“Direct Repair Program Guide” is the guidebook located on the MPI Partners Website which contains the policies and procedures for repairers participating in the DR Program.

“DR Program” means the Direct Repair Program as set forth in the Direct Repair Program Guide.

“DR Shop” means a Light Vehicle repair shop that has been approved to, and participates in, the DR Program.

“**Estimate**” means an outline of proposed work required to place the Customer’s Light Vehicle back into pre-loss condition in accordance with Proper Repair which is approved by MPI;

“**Estimating Platform and Products**” means the platform or system and related software and products that are licensed or otherwise procured by Manitoba Public Insurance which provide estimating tools and services that can be used by Manitoba Public Insurance and its end users (i.e. repair shops) to assist in the estimating process;

“**Estimating Platform and Products Agreement**” means the then in-force agreement between Manitoba Public Insurance and its Estimating Platform Service Provider regarding an enterprise-wide license agreement to license and/or use the Estimating Platform and Products involved with repairing vehicles;

“**Estimating Platform Service Provider**” means the service provider that provides, delivers and/or licenses the Estimating Platform and Products to Manitoba Public Insurance and its end users (i.e. repair shops) from time to time;

“**Estimating Standards**” means those defined parameters and terms that specify labour hours, or parts or material use (including but not limited to glass standards), or other requirements that are unique to Manitoba Public Insurance’s application of the estimating process as identified on the MPI Partners Website.

“**FIPPA**” means *The Freedom of Information and Protection of Privacy Act* (Manitoba) and its regulations, as amended from time to time;

“**Giveaways**” means any reduction or benefit which affects the true cost of repairs including monetary merchandise or benefits used to entice Customers;

“**Light Vehicle**” means any vehicle with a gross vehicle weight rating of less than 4500 kilograms;

“**Manitoba Public Insurance**” or “**MPI**” means The Manitoba Public Insurance Corporation;

“**Minimum Training Program Requirements**” means the minimum training programs, certifications and requirements that accredited shops and Qualified Technicians must have in order for the accredited shop to become/remain accredited and for the technician to become/remain a Qualified Technician. Minimum Training Program Requirements are located on the MPI Partners Website;

“**MPI Intellectual Property**” has the meaning set out in Section 12.2;

“**MPI Names**” means the words “Manitoba Public Insurance”, “The Manitoba Public Insurance Corporation”, “MPI”, “MPIC”, and “Autopac”;

“**MPI Partners Website**” means the website administered by Manitoba Public Insurance located at <http://mpipartners.ca>, or as designated by Manitoba Public Insurance;

“**OEM**” means original equipment manufacturer of the Light Vehicle;

“**Policies & Procedures**” means the policies and procedures, including Estimating Standards,

applicable to Accredited Shops doing direct business with Manitoba Public Insurance, all of which are set out on the MPI Partners Website;

“Prohibited Giveaways” means any Giveaways that serve to directly or indirectly waive or reduce, in whole or in part, the Customer’s payment of applicable deductibles, depreciation, or taxes.

“Proper Repair” means that work completed is per the approved Estimate, that applies the needed parts, materials, repair methods, products, tooling, and equipment, by qualified and trained individuals such that the total repair is in compliance with OEM product/repair specifications for that Light Vehicle, and is performed in compliance with the requirements of this Agreement. For clarity OEM certified repairs are not necessarily Proper Repairs.

“Qualified Technician” means your shop’s personnel that meets the requirements under Section 6.3.

“Representatives” shall mean the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates and other representatives of a party.

“refuse to do direct business” (or such other similar phrase) means that Manitoba Public Insurance will not initiate or accept doing business or business communications with you;

“Shop Measures” are ways to measure an Accredited Shop’s performance against Manitoba Public Insurance’s business standards and policies.

“Supplement” means an amendment, change, or update to an existing Estimate, processed and submitted using the Estimating Platform and Products, such that the supplement number is increased.

“suspension of accreditation” (or such other similar phrase) means that you have lost your status as an Accredited Shop, and as such, have lost some or all of the rights and benefits associated with being an Accredited Shop, including but not limited to, the right to be reimbursed at the accredited rates, as decided in Manitoba Public Insurance’s sole discretion. If your accreditation is suspended, you will only be reimbursed for repair work at the not accredited rates;

“Temporary Structures” means any non-permanent, seasonal, or other temporarily erected structures including but not limited to tents, kiosks, stands, huts, booths, etc.

“Total Loss” means the total cost of the repair for the physical damage claim exceeds the net dollar value of the Light Vehicle’s actual cash value as indicated by the Total Loss Indicator.

“Total Loss Indicator” means the value in the Estimating Platform and Products that indicates percentage of cost of repairs compared to the then current actual cash value of the Light Vehicle.

“WHMIS” means Workplace Hazardous Materials Information System; and,

“you”, “your” and **“yours”** refer to the Accredited Shop that has signed this Agreement;

3.0 ESTIMATING PLATFORM AND PRODUCTS USE:

3.1 Software License Agreement

You may access and use the Estimating Platform and Products in accordance with the terms and conditions in Schedule 3.1 – Estimating Platform Services Provider Use Terms, only while you are an Accredited Shop. You are required to use the Manitoba Public Insurance provided systems to do business with Manitoba Public Insurance. Since Schedule 3.1 sets out the terms of use of the Estimating Platform Service Provider, Manitoba Public Insurance reserves the right to unilaterally make changes to Schedule 3.1 without your approval.

3.2 Systems Security

You must comply with all procedures, technical requirements and security requirements (including but not limited to the information security requirements set out in this Agreement) related to your access to and use of the Estimating Platform and Products or Manitoba Public Insurance computer systems, online systems, or other electronic systems, which may be used by you for your business operations. For greater certainty, Manitoba Public Insurance computer systems, online systems or other electronic systems include systems that are owned by Manitoba Public Insurance, hosted by Manitoba Public Insurance, licensed by Manitoba Public Insurance or otherwise operated by or on behalf of Manitoba Public Insurance.

4.0 BUSINESS REQUIREMENTS AND CERTIFICATIONS:

4.1 Sharing Premises

Only you will be considered an Accredited Shop if you and any other entity operate a vehicle repair businesses on the same premises. Any other entities sharing the same premises as you would have to enter into an Accreditation Agreement with Manitoba Public Insurance to become an Accredited Shop.

4.2 Operational Hours

You must post and maintain your current hours of operation so that Customers know when they may receive service or contact you.

4.3 Business Licenses and Permits

You will maintain a valid business license if required to do so by the City or Municipality in which you operate. Additionally, you will maintain all valid permits and certificates as required by the City or Municipality, including but not limited to a health inspection certificate and a fire inspection certificate if applicable. You will maintain a valid certificate of good standing with the Worker's Compensation Board. Your business license, permits, certificates, and health and fire inspection certificates must be available for inspection at Manitoba Public Insurance's request.

4.4 Liability Insurance

You agree to maintain the following minimum insurance policies during the term of this Agreement:

- (a) Comprehensive General Liability Policy with minimum limits of liability of five million Canadian dollars (\$5,000,000.00); and,
- (b) Garage or Dealers Liability Policy which includes third party liability, as well as damage to Customers' vehicles which are in your care, custody, or control (which includes collision or upset and specified perils coverage) with minimum limits of liability of five million Canadian dollars (\$5,000,000.00).

Manitoba Public Insurance, acting reasonably, may require additional insurance coverage or policy limit amounts and shall provide notice to you of such new requirements in accordance with Section 21.10. At the request of Manitoba Public Insurance, you shall deposit certified copies of your original certificates and renewals with Manitoba Public Insurance, and you agree that each such policy or renewal shall be endorsed so that Manitoba Public Insurance shall be advised if altered or cancelled prior to expiry.

You may not cancel or allow required policies to lapse during the term of this Agreement unless they are being contemporaneously replaced by new, equivalent policies. Manitoba Public Insurance may suspend your accreditation if you lack any required insurance policy required under this Agreement.

4.5 Solvency

You shall ensure your business and operations are meeting all financial obligations to third parties as they become due. You shall promptly notify Manitoba Public Insurance in accordance with Section 21.10 if you enter into an assignment for the benefit of creditors, take any other action for the benefit of creditors, become bankrupt or insolvent, or take the benefit of or become subject to any legislation in force relating to bankruptcy, insolvency, or tax arrears.

4.6 Credentials

You must meet and maintain the credentials required for the type of repairs that you undertake.

5.0 SHOP PROFILE AND UPDATES:

5.1 Maintain Shop & Staff Profiles

You understand that you are responsible for updating and maintaining your shop profile according to the requirements on the MPI Partners Website.

Without limiting the generality of the foregoing:

(a) the staffing section of your shop profile is meant to confirm that your personnel completing Customer repairs are Qualified Technicians. You are required to update your shop profile within thirty (30) days of a staff member leaving or entering your shop's employ (including that staff member's first and last day, as applicable); and

(b) your shop's email address and contact for all communications with MPI must be kept up-to-date or your shop may miss communications and notifications from MPI. You are solely responsible for the consequences of not responding to or not following the requirements in any such missed communications or notifications. You must update your shop profile to reflect any change to your shop's email address or contact within one (1) day of the change.

If your shop profile is at any time not up-to-date in accordance with the above or for any other reason, or if your shop profile record indicates that any work you've performed was not supported by your shop profile at the time you performed the work, your shop or your shop's work may be subject to additional review as determined by Manitoba Public Insurance in a Corrective Action Plan as identified in Article 16. Continued failure to update your shop profile may result in suspension of your accreditation.

5.2 Records Keeping

All records associated with your shop profile are to be stored locally and be available to Manitoba Public Insurance for inspection within seven (7) days of Manitoba Public Insurance's request. Records related to your shop profile that are older than one year need not be held locally, but shall be made available to Manitoba Public Insurance for inspection within thirty (30) days upon request. Selected records may need to be forwarded to Manitoba Public Insurance in electronic format or scanned and then saved in an electronic format. Each such item shall be prepared and forwarded to Manitoba Public Insurance as set out on the MPI Partners Website or as required based on the circumstance.

5.3 Meet Accreditation Requirements

You agree to meet all of the Accreditation Requirements.

5.4 Changes Related to Your Business

You shall provide not less than thirty (30) days' prior written notice to Manitoba Public Insurance if your name, location of your business, or ownership is changing, or if you will no longer be engaging in the business of auto glass repair, or auto repair services.

5.5 Manitoba Public Insurance Review

Manitoba Public Insurance will review all submitted information in your shop profile and may accept or reject the submitted information, may require you to resubmit updated information or correct any information, and reserves the right to adjust it accordingly.

5.6 Operational Shop Data

You shall permit Manitoba Public Insurance to gather additional operational data regarding your shop characteristics, and understand that the data will form the basis for a shop profile. Such profile maybe used in various Manitoba Public Insurance processes to support administration of business outcomes such as, proper repair and customer informed choice.

5.7 Surveys

You shall participate in online, telephone, or written surveys related to the Accreditation Program and the DR Program if applicable to your shop.

6.0 STAFF TRAINING REQUIREMENTS:

6.1 Qualified for the Work Completed

Under Proper Repair requirements your Representatives performing the work must be trained and qualified prior to commencing repairs.

6.2 Training Program Requirements

You shall maintain the Minimum Training Program Requirements for accredited shops, in order to remain accredited. Regular welding recertification is a mandatory requirement. Shops entering the accreditation program may require a Corrective Action Plan to meet Manitoba Public Insurance's training program requirements on the MPI Partners Website. Additional or alternative training requirements for Accredited Shops qualified for accredited glass repairs are to be met. If applicable to you, you are responsible for ensuring you are in compliance with the latest training program requirements for glass as set out on the MPI Partners Website.

6.3 Qualified Technician

All repair work needs to be completed by a qualified technician with the appropriate credentials

(including the applicable Minimum Program Training Requirements) for the work at hand (“**Qualified Technician**”). All of your Representatives providing the services under this Agreement need to have a defined role as defined in the Minimum Training Program Requirements on the MPI Partners Website. Additional or alternative technician (staff) credentials or certifications or designation requirements for Accredited Shops qualified for accredited glass repairs are to be met. You are responsible for ensuring you and your Representatives are in compliance with the latest technician qualification requirements as set out on the MPI Partners Website.

6.4 Staff Certification: Credentials & Training Records

You are required to maintain records of all completed staff training certificates. You shall provide updates on your staff training activity to Manitoba Public Insurance within thirty (30) days of confirmation of training completion. The procedures for updating staff training records shall be as set out on the MPI Partners Website.

7.0 REPAIRS:

7.1 Responsible for the Entire Repair

You understand that you are responsible for the entire repair that you undertake for Manitoba Public Insurance under this Agreement and that such repairs will meet the requirements of Proper Repair. Any work undertaken by a third party is still your responsibility. You acknowledge that certain makes or models of Light Vehicles or specialized repair procedures may be subject to additional constraints by the OEMs in terms of who is actually performing the work, and you are responsible for knowing and complying with them. You have an obligation to find and report to Manitoba Public Insurance all damage to the Light Vehicle related to the Customer’s claim.

7.2 Repair Shop Capability

To minimize the impact to Customers and avoid inefficient and improper repair procedures, any work you accept must be substantially completed by you. In this case “substantially” means more than 80% of all the work measured in labour hours is completed by you, unless another amount has been approved by Manitoba Public Insurance.

7.3 Estimating Standards

You shall be expected to know and comply with the current Estimating Standards published and available on the MPI Partners Website.

7.4 Estimating Systems Exception

Actions or efforts not expressly required by an approved Estimate or Manitoba Public Insurance approved supporting materials or sources, is out of scope and shall not be reimbursed. If you make available to Manitoba Public Insurance information from Manitoba Public Insurance approved supporting materials or sources, those additional items need to be included in the authorized work. Manitoba Public Insurance at its sole discretion may direct you to update the Estimates with the additional details. Such items will be noted as being “Estimating Systems Exception.”

7.5 Marginal Total Losses

If the total value of the completed Estimate including all Supplements is over the Current ACV Threshold, you shall follow the Policies & Procedures on the MPI Partners Website for contacting Manitoba Public Insurance for directions on the proper disposition of the Light Vehicle and await direction before proceeding with ordering any parts or commencing repairs. You understand that

you may not be reimbursed for any unauthorized repair work and costs associated with repairs for a Light Vehicle where the total repair costs are in excess of the Current ACV Threshold amount for that Light Vehicle.

7.6 Confirmation of Repairs

One of your Representatives authorized to sign on your behalf must sign any documentation required by Manitoba Public Insurance to confirm that all the repairs listed on the Estimate have been completed and all itemized parts have been installed. You understand and accept that Manitoba Public Insurance may not pay you for your work unless and until this confirmation is provided.

7.7 Policies & Procedures

You agree to comply with all Policies & Procedures that are applicable to your business and operations. The Policies & Procedures can be found on the MPI Partners Website. You understand and accept that if you do not comply with any of the Policies & Procedures, then your accreditation may be suspended and/or Manitoba Public Insurance may refuse to do direct business with you. Any amendments to the Policies & Procedures will be developed and finalized by Manitoba Public Insurance, and you will be notified of them in accordance with Section 21.10. Manitoba Public Insurance will provide you with a minimum of thirty (30) calendar days' notice in advance of implementing amendments to the Estimating Standards. The following paragraphs highlight some of the key Policies & Procedures that apply to your accreditation. However, the following paragraphs do not cover all of the Policies & Procedures, and it is your responsibility to review and ensure that you are in compliance with all of the Policies & Procedures applicable to your business and operations.

(a) Approval Required for Estimate changes

You understand that Manitoba Public Insurance will not pay for repairs related to an Estimate that are not approved by Manitoba Public Insurance.

(b) Proper signatures

You will get the Customer's authorization where required by the Policies & Procedures, and provide such authorizations to MPI at the time you submit your final repair account to Manitoba Public Insurance for payment.

(c) Repair Delays

You agree to complete repairs promptly upon receiving the Customer's authorization. You understand that prompt completion of repairs is necessary for providing quality customer service. Undue delays in repairs must be reported promptly to Manitoba Public Insurance and the Customer. Manitoba Public Insurance will give you written notice if it determines that you have caused an undue delay. If you cause an undue delay, Manitoba Public Insurance may recover from you the costs related to loss of use for the days related to the undue delay.

(d) Temporary Repairs

If the Customer's vehicle is safely drivable or temporary repairs can be made to make it safely drivable, you must allow the Customer to continue to drive the Light Vehicle until you can complete any outstanding repairs. Any costs to complete temporary repairs must be per an approved Estimate; otherwise, prior approval from Manitoba Public Insurance is required.

(e) Collect deductibles, depreciation and taxes

You shall collect all deductibles, depreciation and applicable taxes from Customers shown on the Estimate. You shall not waive or otherwise offset any deductibles, depreciation or applicable taxes. However, you may provide financing to the Customer for the cost of any deductible or depreciation owing on your account, on condition that you enter into a written contract with the Customer. The contract must include the following conditions:

- (i) the full amount financed must be repaid to you in a period not exceeding ninety (90) days from the date repairs were completed (the “**Repayment Period**”); and,
- (ii) failure to repay the full amount to you within the Repayment Period shall cause a fixed rate of interest to accrue on the amount owing, such rate to exceed the Bank of Canada’s Prime lending rate.

(f) Use of own registered account number

You must always use your own registered account number, as provided to you by Manitoba Public Insurance, and you shall not use another repairer’s registered account number. You also shall not permit any other repairer to use your registered account number.

(g) Off-Site Estimating Prohibited

Other than as expressly permitted in this Agreement, you and your Representatives are not permitted to perform estimates at a location other than your Light Vehicle accredited site (“**Off-Site Estimating**”). You are, however, permitted to do the following:

- 1) use photos of vehicles submitted to you by Customers to aid in your scheduling of estimate appointments; and
- 2) on a case by case basis, each needing to be pre-approved by Manitoba Public Insurance, you may conduct an estimate at a Customer location provided that no vehicle disassembly will be performed during the estimate and further provided that you are responsible for all health and safety measures when you conduct these types of estimates.

You accept and acknowledge that for subsection (g)(2) above, Manitoba Public Insurance only intends to approve this type of Offsite Estimating in rare and unique circumstances and that Offsite Estimating at Customer locations is not intended to be a regular practice. Generally, Offsite Estimating of any kind is not permitted due to health and safety concerns related to the uncontrolled and uninspected nature of offsite locations.

(h) Correct amounts to be invoiced

You will correctly invoice Manitoba Public Insurance based upon the applicable Policies & Procedures. Manitoba Public Insurance reserves the right to adjust the invoiced amounts based on the Policies & Procedures.

(i) Cost Effective Repairs

You must complete Light Vehicle repairs in a cost effective manner while complying with the requirements of Proper Repair. You must take appropriate steps to minimize the intrusive nature of the repair and ensure vehicles are not over repaired. Not all service parts are listed in the estimating software and it is your responsibility to confirm that the most cost effective service part is used to complete the repair, subject to balancing cost considerations with the following factors:

- availability and functionality of the given part which will vary depending on the type of part, the location of the Accredited Shop (e.g. in a remote location vs. a municipal location) and the specific nature of required repair; and
- Customer convenience/preference (e.g. a Customer may have a preference as to a part and may indicate their willingness to wait, or not wait for that part).

Additionally, many parts and components are repairable and it is your responsibility to strive for repairing parts or components before replacing them. Manitoba Public Insurance may recover costs from you in accordance with the procedures under Article 18 below where MPI determines that you did not complete repairs in a cost effective manner in accordance with this subsection (i). In general, if a Manitoba Public Insurance estimator approves an Estimate, and repairs are completed in accordance with that Estimate, Manitoba Public Insurance will not be seeking cost recovery under Article 18.

7.8 Records Keeping

All records associated with the work you perform under this Agreement are to be stored in a readily accessible manner and be available to Manitoba Public Insurance for inspection within seven (7) days of Manitoba Public Insurance's request. Records that are older than one year need not be held locally, but shall be made available to Manitoba Public Insurance for inspection within thirty (30) days of Manitoba Public Insurance's request. You must retain records for the previous three (3) years. Selected records may need to be forwarded to Manitoba Public Insurance in electronic format or scanned and then saved in an electronic format. Each such item shall be prepared and forwarded to Manitoba Public Insurance as set out on the MPI Partners Website or as required based on the circumstance.

7.9 Permanent Repair Facility Requirements

You acknowledge that because Temporary Structures:

- (a) make it challenging to provide high level customer service on a consistent and ongoing basis;
- (b) do not have all of the tooling and infrastructure needed to ensure consistently safe and proper repairs; and
- (c) are challenging for Manitoba Public Insurance to regularly audit and inspect to ensure compliance with this Agreement;

you are prohibited from completing Customer repairs (including glass) at a Temporary Structure. You must complete all Customer repairs (including glass) at an Approved Repair Facility. In accordance with Section 6.3, all Customer repairs (including glass) must be completed by a Qualified Technician at your Approved Repair Facility.

8.0 REPAIR WARRANTIES:

8.1 Provide a Repair Warranty

You agree to warrant all repairs (including all parts and all labour) for a minimum period of one year from the date that the repairs were completed and the work has been certified as complete by the Customer, and to inform the Customer of such warranty at the time they certify that work has been completed on their Light Vehicle. This warranty extends to repairs completed by a sublet service provider at your request. If there are workmanship issues involving repairs by a sublet service provider, you are responsible for resolving the issue on behalf of the Customer. You understand and agree that a failure to properly provide or honour such warranties may result in

suspension of your accreditation.

9.0 DIRECT REPAIR PROGRAM:

9.1 Application to the DR Program

You may apply to become part of the DR Program, and if accepted, perform Direct Repairs, in accordance with the Direct Repair Program Guide.

10.0 COMPENSATION:

10.1 Current and Future Compensation

At the end of a given Compensation Schedule Term, Manitoba Public Insurance will develop a new Compensation Schedule to take effect immediately after the expiring Compensation Schedule. Further, Manitoba Public Insurance reserves the right to change and update the rates and fees from time to time in:

- (a) a Compensation Schedule during its Compensation Schedule Term (subject to subsection 21.5(b) below); and
- (b) the Policies & Procedures.

Any new Compensation Schedule, or any other changes to rates and fees will be posted on the MPI Partners Website and you will be notified of the new Compensation Schedule or rate/fee changes in accordance with Section 21.10. All rates and fees referred to in this Agreement shall be in Canadian Dollars unless otherwise specified. You agree to comply with the then current rates and fees on the MPI Partners Website, and that you will not charge either Manitoba Public Insurance or Customers more than those rates and fees. You agree to accept any rates and fees incurred under this Agreement via electronic funds transfer, or any other payment form as decided by Manitoba Public Insurance.

11.0 SHOP MEASURES:

11.1 Accreditation Program Shop Measures

Manitoba Public Insurance has established certain Shop Measures to track and monitor ongoing work under this Agreement. This information shall form part of what Manitoba Public Insurance can measure and report on.

11.2 Individual Repair Shop Report

Manitoba Public Insurance will provide participants with their individual Shop Measures results in the timelines outlined on the MPI Partners Website. The individual report allows you to see how you compare against the targets for each of the Shop Measures.

12.0 PROMOTIONS, ADVERTISING, AND MARKETING:

12.1 Giveaways

Giveaways (other than Prohibited Giveaways) of products or services related to repairs are permitted provided they are for a value of \$25.00 CAD or less. You are not permitted to provide:

(i) Giveaways of products and services related to repairs that exceed a value of \$25.00 CAD; or (ii) Prohibited Giveaways. You understand and accept your obligation under this Agreement to collect deductibles, depreciation, and taxes from Customers, and that any attempt by you to waive or circumvent this requirement is prohibited. For clarity the prohibitions in this section do not apply to Customer financing described in subsection 7.7(e).

12.2 Advertisement, and Use of MPI Intellectual Property

You may advertise and market to Customers that you are an Accredited Shop or DR Shop only in accordance with the advertising policy on the MPI Partners Website. You shall not use any MPI Names, Manitoba Public Insurance logos, or any other trademark, logo, business name, or trade name which is owned and/or used by Manitoba Public Insurance (the “**MPI Intellectual Property**”), without complying with the advertising policy on the MPI Partners Website. You understand and accept that if you use any of the MPI Intellectual Property without complying with the advertising policy on the MPI Partners Website, you may be required at your own cost to remove, cease or revise any unauthorized advertising (e.g. signage, advertising, communications, etc.) and your accreditation may be suspended and/or Manitoba Public Insurance may refuse to do direct business with you. Manitoba Public Insurance will not reimburse you for any costs associated with your removal, cessation, or revision of advertising containing unauthorized use of MPI Intellectual Property.

12.3 Badges & Signage

Any badges or signage of the MPI Intellectual Property that you create is at your expense and Manitoba Public Insurance shall not reimburse you for it.

12.4 Manitoba Public Insurance Promotion of Accreditation and DR Program

Manitoba Public Insurance may promote the availability of Accreditation or the DR Program and advise qualifying Customers of these services by providing Customers a list of Accredited Shops and DR Shops in their area which are both qualified and have the technical expertise to complete the required repairs to their Light Vehicle.

12.5 Customer Satisfaction and Manitoba Public Insurance Use of Shop Details

Manitoba Public Insurance collaborates with its Estimating Platform Service Provider to provide Customer satisfaction information on Estimates and repairs you do by polling Customers who have had a claim repaired by you. Your Customer satisfaction ratings, other Shop Measures, and details from your shop profile may be published to the Manitoba Public Insurance public website, or in any other place Manitoba Public Insurance decides to place the information, in rank order and by location.

13.0 COMPLIANCE WITH LAWS:

13.1 Compliance with laws

You must provide a working environment which is safe, healthy, free of hazards and complies with all applicable provincial building codes, municipal by-laws, environmental laws (including laws related to the disposal of hazardous waste), as well as workplace health and safety laws and regulations (including, but not limited to, Manitoba Regulation 217/2006, as amended from time to time). This regulation applies to controlled products that are used, stored and handled at the workplace. In addition, you and your Representatives shall at all times comply with all laws which are applicable to your business and operations.

13.2 Behaviour

The parties shall ensure that Customers and the parties' Representatives are safe and free from abusive and unwelcome behaviour that degrades, demeans, humiliates or embarrasses a person, in their dealings with the parties and their Representatives. Unwelcome behaviour may take many forms such as verbal behaviour (unwelcome comments, jokes, threats, etc.), unwelcome gestures or physical behaviour.

14.0 CONFIDENTIALITY, PRIVACY AND INFORMATION SECURITY:

14.1 Personal Information

You acknowledge that FIPPA imposes obligations on Manitoba Public Insurance to collect, use or disclose "personal information", as that term is defined in FIPPA (called "**Personal Information**"), in the strictest of confidence, and in accordance with that Act. In performing the services under this Agreement, you acknowledge that you may collect, use, or have access to Customers' Personal Information and shall only do so in compliance with this Agreement.

14.2 Confidential Information

While this Agreement is in effect, and at all times thereafter, the parties agree to treat as confidential all information and materials acquired by it, or to which it has been given access, in the course of the performance of this Agreement (collectively called "**Confidential Information**"), excluding information that is in the public domain (for greater certainty, this does not include information in the public domain which was made public as a result of an unauthorized disclosure by a third party). For the purposes of this Agreement, Personal Information shall be considered to be Confidential Information.

14.3 Confidentiality Obligations

The parties agree that during the term of this Agreement and at all times thereafter:

- (a) the Personal Information disclosed to a party (a "**Receiving Party**") by a disclosing party (the "**Disclosing Party**") may only be used by the Receiving Party in a manner expressly permitted by FIPPA, The Personal Information Protection and Electronic Documents Act (Canada), or such other applicable privacy laws (as the case may be);
- (b) the Receiving Party shall not disclose or permit the disclosure of Confidential Information, or any copies of it, in any format, to any third party that is not a party's Representative without the express prior written consent of the **Disclosing Party** (for example, you are not permitted to disclose prior claim information on a vehicle to a new owner of that vehicle, without prior written approval from MPI);
- (c) you shall comply with all directives given to you by Manitoba Public Insurance with respect to safeguarding, or otherwise ensuring the confidentiality, of any Confidential Information disclosed to you by Manitoba Public Insurance;
- (d) the Receiving Party shall ensure that access to the Confidential Information by the Representatives of the Receiving Party is on a "need-to-know" basis, and that access, when given, shall be to the minimum amount of Confidential Information necessary to accomplish the task;
- (e) the Receiving Party shall use the Confidential Information only for those purposes that

- have been expressly permitted by this Agreement, or by the Disclosing Party;
- (f) the Receiving Party shall not reproduce Confidential Information, in any format, without the express prior written consent of the Disclosing Party, other than for the Receiving Party to perform its obligations under this Agreement;
 - (g) You shall ensure that you or your Representatives do not transport or store any Personal Information outside of Canada without the express prior written consent of Manitoba Public Insurance; and,
 - (h) after the Confidential Information has been used for its authorized purpose, or where destruction of the Confidential Information is requested by the Disclosing Party or is required by this Agreement, or upon expiration or termination of this Agreement, the Receiving Party shall destroy the Confidential Information (and all copies of the Confidential Information in any form) in a manner which adequately protects the confidentiality of the Confidential Information (for example, the manner of destruction must ensure that the Confidential Information cannot be recovered or reconstructed). If destruction of the Confidential Information is not possible or feasible the Receiving Party shall extend the confidentiality protections of this Article 14.0 to the Confidential Information indefinitely.

14.4 Standards

During the term of this Agreement and at all times thereafter, the parties shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by a party shall be the greater of:

- (a) the standards the Receiving Party has in place to protect its own Confidential Information; or,
- (b) the standards imposed on the Receiving Party by the Disclosing Party.

14.5 Information Security Management Practices

You must have a reasonable security management practice in place. In particular, your information security management practice must have:

- (a) approved information security policies, standards, and guidelines that have been communicated to your Representatives;
- (b) a formal security and background screening process for all your Representatives (including the requirement for your Representatives to sign confidentiality agreements);
- (c) an approved access management policy that ensures:
 - (i) access to Confidential Information is only granted to individuals where access is essential to their work, and that access activities are logged and can be provided to Manitoba Public Insurance to support security investigations;
 - (ii) access control procedures are in place to revoke access within a reasonable timeframe when your Representatives change roles or leave your organization, and that such access is provisioned through unique user accounts that are traceable to an individual; and

- (iii) that passwords are managed and controlled in accordance with industry best practices and in a manner appropriate to the sensitivity of the information stored;
- (d) a policy requiring your Representatives to be provided with security and privacy training upon hire and on a regular basis;
- (e) established and formalized best practices in operating and managing your infrastructure and services;
- (f) reasonable security practices and protections in place to protect against internal and external threats, in ways that will not impact the confidentiality, integrity, and the availability of the Confidential Information;
- (g) a physical and environmental security policy mandating continuous protection of your premises and computing environments, and that access to these environments has reasonable controls to mitigate risks of unauthorized access to Confidential Information; and
- (h) a formal information security incident management practice under which you will notify Manitoba Public Insurance forthwith, through a single point of contact, of any security incident impacting Manitoba Public Insurance's Confidential Information or work you perform for Customers.

14.6 Audit of Premises, Information Systems and Materials

You shall permit Manitoba Public Insurance to complete an audit from time to time of your premises, information systems, materials and documentation (both hard copies and electronic copies), in order to review your compliance with this section but also with this Agreement generally. When the circumstances warrant, as determined by Manitoba Public Insurance, the audit of your information systems may involve vulnerability and penetration testing by Manitoba Public Insurance, or Manitoba Public Insurance may request that you perform vulnerability and penetration testing and furnish detailed results of such testing to Manitoba Public Insurance. You shall co-operate fully in any audit conducted by Manitoba Public Insurance, and you shall promptly provide information and documents as may be reasonably requested from time to time by Manitoba Public Insurance during such audits.

14.7 Confidentiality Breaches

A party shall immediately notify the other party in writing upon becoming aware of any unauthorized use of, access to, disclosure of, or destruction of Confidential Information (a "**Confidentiality Breach**"). The written notification must include full details of the Confidentiality Breach. The party shall immediately take all reasonable steps to prevent the recurrence of any such Confidentiality Breach and shall notify the other party in writing of the steps taken.

14.8 Inform Representatives of Confidentiality Obligations

The parties shall inform their applicable Representatives of the obligations imposed upon them in this Agreement with respect to Confidential Information, and shall take whatever steps are necessary to ensure that all of their Representatives comply with those obligations.

14.9 Demands for Confidential Information

If a party receives a subpoena or other validly issued administrative or judicial order seeking

Confidential Information, the party shall provide prompt notice to the other parties and deliver to the other parties a copy of its proposed response to the demand. Unless the demand has been time-limited, quashed or extended, the party shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If so requested by a party, and at the expense of that party, the other parties shall cooperate with that party in the defence of the demand.

14.10 Publicity

You undertake not to publish any public statement or advertisement with respect to this Agreement and further undertake not to seek publicity of this Agreement without the express prior written consent of Manitoba Public Insurance, except as otherwise required by law or by this Agreement.

14.11 Compliance

You shall cooperate with Manitoba Public Insurance so Manitoba Public Insurance can verify that you have complied with, and are complying with the provisions of this Article 14.0.

15.0 MANITOBA PUBLIC INSURANCE'S OBLIGATIONS:

15.1 Standards of Service

Manitoba Public Insurance will:

- (a) attempt to respond to Supplements within twenty-four (24) hours during Manitoba Public Insurance's regular business hours;
- (b) attempt to provide marginal repair determinations within twenty-four (24) hours during Manitoba Public Insurance's regular business hours;
- (c) provide a support line that will be available to you during Manitoba Public Insurance's regular business hours; and
- (d) attempt to visit your shop at least once a year.

15.2 Pay accounts within 30 days

Manitoba Public Insurance will pay your valid invoices within thirty (30) days of receipt, provided you have submitted your invoice promptly and correctly according to this Agreement.

15.3 Deductibles/Depreciation

Where Manitoba Public Insurance performs the first estimate, except where the Customer is not present, Manitoba Public Insurance will explain or make information available to Customers about the contents of Estimates and the repair related procedures, including the requirement on the part of the Customer to pay any deductibles and/or depreciation. Manitoba Public Insurance will also clarify to the Customer any situations involving old damage or aftermarket and recycled parts if called for in the Estimate.

15.4 Third Party and Industry Consultation

Manitoba Public Insurance recognizes the importance of understanding differing perspectives and gaining up-to-date information and as such may review issues in consultation with the repair industry (including individual repair shops), with industry associations (such as the Automotive Trades Association of Manitoba and the Manitoba Motor Dealers Association), and with third party advisors, related to the labour and material rates and fees, the contents of the accreditation agreement, and other issues within the collision repair industry in Manitoba.

15.5 Up to date MPI Partners Website

Manitoba Public Insurance will attempt to make the MPI Partners Website available to you at all times, other than during scheduled outages. Manitoba Public Insurance will keep the MPI Partners Website up to date and will notify you of any changes to this Agreement in accordance with Section 21.10.

16.0 PERFORMANCE MANAGEMENT:

16.1 Performance Management Process

Manitoba Public Insurance's Shop Measures Guide and Performance Recognition Program are both located on the MPI Partners Website and ensure that Proper Repairs are performed in a fiscally responsible manner.

16.2 Manitoba Public Insurance may inspect on-premises

In addition to Manitoba Public Insurance's right under Section 14.5 above, you agree to allow Representatives of Manitoba Public Insurance to inspect your repair facilities from time to time to confirm that all Accreditation Requirements are being maintained, that you are following the Policies & Procedures, and that you are in compliance with the requirements of this Agreement. These inspections will occur during normal business hours without prior notice. Manitoba Public Insurance will follow up with your management in order to go over any issues uncovered during the inspection.

16.3 Inspection of In-Progress or Repaired Vehicles

Manitoba Public Insurance will inspect a number of vehicles in all areas of Manitoba on a continuing basis, in order to satisfy itself and Customers that, Proper Repairs are being completed in accordance with the Estimate's requirements. If deficiencies are found as a result of the inspection, you are responsible for correcting the deficiencies according to the Policies & Procedures on the MPI Partners Website. Manitoba Public Insurance will provide you with notice advising that you have seven business days to convince the customer to return to your shop so that you may correct the deficiencies. If the customer does not return to your shop, Manitoba Public Insurance will arrange for another shop to correct the deficiencies, and may recover those repair costs (and any other related costs such as alternate customer transportation) from you in accordance with the procedures under Article 18.0 below.

16.4 Process Reviews

Manitoba Public Insurance may conduct process reviews from time to time to confirm that all Accreditation Requirements are being maintained, that you are following the Policies & Procedures, and that you are in compliance with the requirements of this Agreement.

16.5 Corrective Action Plans

Prior to taking action such as suspending your accreditation or terminating this Agreement, Manitoba Public Insurance may take steps to resolve particular instances of unfulfilled Accreditation Requirements, breaches of this Agreement, one or more repair deficiencies, administrative methods and practices, or other such procedural matters. It may also take corrective measures to achieve a certain outcome of shop credentials (including Minimum Training Program Requirements), or technical capability including such items as staff training and development, installation of equipment, or introduction of new processes. Shops in the Direct Repair Program that fail to maintain the required level of performance as set out in the Direct Repair Program Guide may be placed in a Corrective Action Plan. Underperforming in specific shop measures as outlined on the MPI Partners site may also require a Corrective Action Plan. Shops following a Corrective

Action Plan agreed to by Manitoba Public Insurance are considered in good standing per the terms of this Agreement. A Corrective Action Plan may note exceptions to and restrictions on certain provisions of this Agreement. Manitoba Public Insurance is the final arbiter of what constitutes an appropriate Corrective Action Plan. You are responsible for completing all actions/tasks in the Corrective Action Plan in the timelines required to resolve the matter(s). Failure to meet the requirements in the Corrective Action Plan in the timelines provided may be grounds for suspension of your accreditation. For clarity, Manitoba Public Insurance will normally attempt to correct deficiencies with Corrective Actions Plans; notwithstanding anything else in this Agreement, Manitoba Public Insurance is not required to utilize a Corrective Action Plan prior to suspending your accreditation or terminating this Agreement.

17.0 SUSPENSION OF ACCREDITATION:

17.1 Reasons for Suspension

Your accreditation may be suspended by Manitoba Public Insurance for the following reasons:

- (a) Failure to maintain the Accreditation Requirements, including failing to maintain your shop profile;
- (b) Failure to produce to Manitoba Public Insurance any requested records required under this Agreement within the required time;
- (c) Failure to collect deductibles;
- (d) Submission of false invoices;
- (e) Making false statements on applications and required submissions;
- (f) Unauthorized surcharging on parts;
- (g) Failure to comply with the stolen wrecked vehicle monitoring program rules and regulations in law or on the MPI Partners Website;
- (h) Improper invoicing for substitute transportation;
- (i) Conducting repairs for which you are not qualified or certified;
- (j) Failing to agree to a Corrective Action Plan;
- (k) Failure to follow or complete your requirements in the required timelines under any Corrective Action Plan;
- (l) Failure to maintain your Minimum Training Program Requirements;
- (m) Failure to comply with any of the Policies & Procedures;
- (n) Failure to comply with any term or condition of this Agreement, including any schedules;
- (o) Failure to comply with any law which is applicable to your business and operations;
- (p) Any attempt to defraud Manitoba Public Insurance;
- (q) Conviction of fraud with respect to services under this Agreement;
- (r) Any body integrity inspection station that has its ability to perform Body Integrity Inspections surrendered, revoked, suspended, or cancelled by Manitoba Public Insurance Vehicle Standards and Inspections;
- (s) Use any of the MPI Intellectual Property without complying with the advertising policy on the MPI Partners Website; or
- (t) you or one of your Representatives has been convicted of a criminal offence in connection to the services related to this Agreement.

17.2 Protection of Reputation

You agree that, in respect of the subject matter of this Agreement, you shall conduct yourself in a manner so as not to negatively affect either the public or business reputation, or community standing of Manitoba Public Insurance. If Manitoba Public Insurance determines, acting

reasonably, that you or your Representatives' conduct has materially affected Manitoba Public Insurance's public or business reputation, or community standing, or that Manitoba Public Insurance's continued association with you would materially and negatively affect the operations of Manitoba Public Insurance, Manitoba Public Insurance may immediately suspend or terminate this Agreement upon written notice to you.

17.3 Written Notice of Suspension

You understand and agree that your accreditation will be suspended in accordance with the provisions of this Agreement on the date set out in a written notice from Manitoba Public Insurance to you. Manitoba Public Insurance will provide the reasons for such suspension within the written notice.

17.4 Length of Suspension

Manitoba Public Insurance has the right to impose whatever length of suspension of your accreditation as Manitoba Public Insurance, in its sole discretion, acting reasonably, determines to be just in the circumstances. For clarity, upon the completion of the period of your suspension of accreditation, you do not automatically become accredited again. You must apply for reinstatement under Section 17.6.

17.5 Your Obligations Upon Suspension

Upon suspension of your accreditation for any reason, you cannot take on any new work under this Agreement, and you shall comply with Manitoba Public Insurance's directions which may include removing and ceasing to use all Manitoba Public Insurance permitted signage and advertising, ceasing to use any MPI Names and MPI Intellectual Property, ceasing to use the Estimating Platform and Products, and any other requirements as decided by Manitoba Public Insurance. Any in-progress work is still subject to the requirements of this Agreement. Resolution of all in-progress work will be subject to a close out and reconciliation process. Failure to do so may result in Manitoba Public Insurance initiating legal proceedings against you, including but not limited to, proceedings requesting injunctive relief, Manitoba Public Insurance terminating this Agreement, and/or Manitoba Public Insurance refusing to do direct business with you.

17.6 Reinstatement of Accreditation

Upon suspension of your accreditation, you will only be eligible to regain your accreditation upon applying for reinstatement of your accreditation in accordance with the Policies & Procedures on the MPI Partners Website. Manitoba Public Insurance reserves the right to accept or decline your reinstatement of accreditation in its sole discretion.

18.0 COST RECOVERY:

18.1 Recovery of Costs for Errors and Repair Deficiencies

The parties agree that Manitoba Public Insurance incurs costs when it takes actions to correct a shop's administrative billing errors; incorrect application of, or deviation from, Policies & Procedures; or deficiencies in repairs. Accordingly, Manitoba Public Insurance may recover the following amounts from you in accordance with the following processes:

(a) **Administrative Billing Errors and Errors in Application of Policies & Procedures:**

Manitoba Public Insurance may make adjustments to correct administrative or

policy/procedure-related errors made by you by setting off the discrepancy against future claims payments made to your shop. Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing of its intention to automatically recover the discrepancy by debiting future claims payments to you. The fourteen (14) day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate set-off payment arrangements (to the satisfaction of MPI, acting reasonably) for the discrepancy; otherwise, after the fourteen (14) day period, Manitoba Public Insurance will automatically set off the discrepancy amount against future claims payments made to you.

(b) Repair Deficiencies Discovered Through Inspections (In- Progress Repairs)

- (i) Manitoba Public Insurance may recover its administrative costs for completing inspections at your shop that uncover deficiencies on in-progress repairs, by charging you an administrative recovery fee of \$1,000.
- (ii) If you do not correct the deficiencies within a time period specified by MPI, acting reasonably, Manitoba Public Insurance may arrange for another repair shop to correct the deficiencies in accordance with Section 16.3 above.
- (iii) Once the deficiencies have been corrected either by you or by another repair shop, Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing of its intention to set off \$1,000 and any other costs incurred by MPI that were associated with correcting the deficiencies (e.g. costs paid to other repair shops if necessary, additional towing costs, additional Customer replacement vehicle costs, etc.) against future claims payments made to you. The fourteen (14) day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate payment arrangements (to the satisfaction of MPI, acting reasonably) for the total recovery amount; otherwise, after the fourteen (14) day period, Manitoba Public Insurance will automatically set off the total recovery amount against future claims payments made to you.

(c) Repair Deficiencies Discovered Through a Customer Referral (Post-Repair):

- (i) Manitoba Public Insurance may recover its administrative costs associated with correcting repair deficiencies that were discovered through a Customer referral by charging you an administrative recovery fee of \$2,000. For clarity, these are situations where the Customer has concerns about the repairs you made to the vehicle and refers these concerns to MPI.
- (ii) Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing to give you an opportunity to contact the Customer to initiate correcting the improper repairs. If you do not correct the improper repairs (e.g. Customer chooses not to return to you or you do not contact the Customer within the fourteen (14) day period) within a time period specified by MPI, acting reasonably, Manitoba Public Insurance may arrange for another repair shop to correct the deficiencies in accordance with Section 16.3 above.

- (iii) Once the deficiencies have been corrected either by you or by another repair shop, Manitoba Public Insurance will provide you with fourteen (14) days' notice in writing of its intention to set off the \$2,000 administrative recovery fee and any other costs incurred by MPI that were associated with correcting the deficiencies (e.g. costs paid to other repair shops if necessary, additional towing costs, additional Customer replacement vehicle costs, etc.) against future claims payments made to you. The fourteen (14) day notice period gives you the opportunity to contact Manitoba Public Insurance to make alternate payment arrangements (to the satisfaction of MPI, acting reasonably) for the total recovery amount; otherwise, after the fourteen (14) day period, Manitoba Public Insurance will automatically set off the total recovery amount against future claims payments made to you.

19.0 DISPUTE RESOLUTION:

19.1 Issues Management

If you have any disputes related to this Agreement, you shall first try to amicably resolve them with Manitoba Public Insurance in accordance with the issues resolution policy on the MPI Partners Website prior to utilizing the dispute resolution process in Section 19.2.

19.2 Arbitration of Disputes

In the case where a dispute cannot be resolved under Section 19.1, and a party wishes to escalate the matter further, that party shall refer the dispute to arbitration in accordance with the notification procedures under Section 21.10 below. In such case, you shall select and appoint within thirty (30) days, a single arbitrator from the list of arbitrators set out on the MPI Partners Website, to arbitrate the matter in dispute, provided that you must select an arbitrator that is not in a conflict-of-interest position with any of the parties to the dispute. Manitoba Public Insurance may amend such list from time to time, but will ensure that anyone named on such list is not then currently employed by Manitoba Public Insurance or then currently contracted by Manitoba Public Insurance (other than to provide arbitration or other dispute resolution services). All disputes shall be governed by *The Arbitration Act* (Manitoba), as may be amended from time to time, insofar as that Act is not inconsistent with the provisions of this Agreement.

19.3 Costs

If an arbitration is initiated under Section 19.2 above, Manitoba Public Insurance will initially pay all Arbitration Costs. Notwithstanding the foregoing, the arbitrator shall apportion the Arbitration Costs between the parties as the arbitrator deems appropriate, in the arbitrator's sole and unfettered discretion. If you are responsible for all or any portion of the Arbitration Costs, you will reimburse Manitoba Public Insurance within 30 days after the decision of the arbitrator is rendered.

Each party shall be responsible for its own legal fees, other professional fees, witness fees or other fees incurred by a party in preparing for the arbitration. Notwithstanding the foregoing, the arbitrator may award additional costs in excess of Arbitration Costs under Section 53 of *The Arbitration Act* (Manitoba) to a party, in the arbitrator's sole and unfettered discretion.

19.4 Disputes not subject to Arbitration and Other Relief

- (a) Notwithstanding any of the other sections in this Article 19.0, you are not permitted to use the dispute resolution process in this Article 19.0 (including arbitration) where:
 - (i) you or one of your Representatives has been convicted of a criminal offence in relation to the services related to this Agreement, or,
 - (ii) this Agreement specifically states that specific issues and disputes are not subject to this Article 19.0.
- (b) Notwithstanding any of the other sections in this Article 19.0, the parties agree that:
 - (i) certain matters may arise that require resolution more quickly than by discussions and/or arbitration, and that injunctive relief may be the only effective relief for a breach of certain covenants in this Agreement, which breach may cause a party irreparable harm if not remedied immediately, non-compensable by damages alone. Each party agrees that the other party will be entitled, provided it acts in good faith, to seek equitable and injunctive relief on an interim and interlocutory basis in any court of competent jurisdiction or specific performance or other equitable remedies, in addition to any other remedies available to it, to enforce a party's covenants in the event of such a breach or threatened breach thereof, without first complying with the other dispute resolution procedures described in this Article 19.0;
 - (ii) any dispute which falls under the jurisdiction of the Small Claims Court of Manitoba shall not be subject to arbitration under this Article 19.0; and
 - (iii) the contents of the Compensation Schedule, the Policies & Procedures (including the Estimating Standards), any other rates and fees set out on the MPI Partners Website, or changes made by MPI to any of the foregoing, shall not be subject to arbitration under this Article 19.0.

19.5 Time Limit for Request

Where a dispute relates to suspension of your accreditation, Manitoba Public Insurance must receive a written request for arbitration from you within ten (10) days after you have received written notice that your accreditation has been suspended.

19.6 Notification of Arbitration

Upon Manitoba Public Insurance's receipt of a request from you under Section 19.5, you must wait for notification from Manitoba Public Insurance of the date, time, and location of the arbitration hearing, which shall be held in a reasonable amount of time, subject to the schedule and availability of the arbitrator. Upon notification of the date, time and location of the hearing, you must attend in person at the appointed date, time and location. You may represent yourself at the hearing or be represented by a representative of your choice.

19.7 Presentation of Information

You or your representative, as applicable, may present information at the hearing which you determine to be related to, and relevant for resolving, the dispute. Manitoba Public Insurance may also present information at the hearing which it determines to be related to, and relevant for, resolving the dispute. During the hearing, the arbitrator may ask you to answer questions in order to clarify any facts or issues related to the dispute.

19.8 Decision to be Rendered

The Arbitrator shall provide a written decision with respect to the dispute as soon as possible after the hearing.

19.9 Outcome of a Hearing

A decision rendered by the Arbitrator shall be final and binding and not subject to appeal.

19.10 Continued Performance

If your accreditation has been suspended, then during the dispute resolution process in this Article 19, your accreditation status shall remain suspended for the period of time determined by Manitoba Public Insurance, unless and until the Arbitrator overturns such suspension in their decision. In such case, the Arbitrator shall only be permitted or authorized to reinstate your accreditation status on a going-forward basis and is not permitted or authorized to reinstate your accreditation status retroactively.

20.0 TERM AND TERMINATION:

20.1 Term

This Agreement shall come into effect as of the date you execute the Agreement Signature Page (see Appendix I for a sample), and shall remain in effect unless it is earlier terminated by either of the parties in accordance with the provisions of this Agreement.

20.2 Termination for any Reason with Notice

Either party may terminate this Agreement for any reason with ninety (90) days' prior written notice to the other party.

Without limiting the generality of the foregoing, a party may terminate this Agreement pursuant to this section if it does not wish to continue doing direct business with the other party because it believes the relationship between both parties has deteriorated, and/or any continued relationship with the other party would be detrimental to the business, reputation or mandate of the terminating party.

For clarity, however, it is emphasized that under this section either party may terminate the Agreement for any reason.

20.3 Specific Rights of Termination

- (a) Manitoba Public Insurance may terminate this Agreement with ten (10) days' prior written notice to you if you fail to comply with any of the requirements of your suspension of accreditation. In the event that Manitoba Public Insurance suspends your accreditation status indefinitely, then this Agreement shall be deemed to be automatically terminated contemporaneously with that suspension. Notwithstanding the foregoing, before exercising such termination rights Manitoba Public Insurance will work with you on a Corrective Action Plan as per Section 16.5 in order to rectify the noncompliance.
- (b) You may terminate this Agreement immediately with written notice to Manitoba Public Insurance at any time during an Amendment Cooling Off Period.

20.4 Termination or Suspension of Schedules

Termination or suspension of this Agreement automatically terminates or suspends all schedules to this Agreement (as the case may be).

20.5 Compensation after Termination

In the event this Agreement is terminated, and provided that Manitoba Public Insurance continues to do direct business with you, Manitoba Public Insurance may elect to continue to pay the rates and fees that were in effect prior to the termination of this Agreement, or deem different rates and fees to be applicable.

20.6 Your Obligations Upon Termination

Upon termination of this Agreement for any reason, you shall remove and cease using all Manitoba Public Insurance permitted signage and advertising, cease to use any MPI Names and MPI Intellectual Property, and cease to use the Estimating Platform and Products as required in Schedule 3.1 – Estimating Platform Service Provider Use Terms. Failure to do so may result in Manitoba Public Insurance initiating legal proceedings against you, including but not limited to, proceedings requesting injunctive relief, and/or Manitoba Public Insurance refusing to do direct business with you.

21.0 GENERAL PROVISIONS:

21.1 Entire Agreement

This Agreement (including all schedules and appendices) contains the entire agreement between the parties with respect to the subject matter hereof. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement and none have been relied on. **For clarity, upon the Effective Date, this Agreement replaces and terminates any previous accreditation agreement between you and Manitoba Public Insurance, and any previous agreements between you and Manitoba Public Insurance regarding the use of the Estimating Platform and Products, and glass, estimating and physical damage solutions.**

21.2 Survival of Terms

The terms and conditions contained in this Agreement that by their sense and context are intended to survive the performance of this Agreement by the parties shall so survive the completion and performance, suspension or termination of this Agreement.

21.3 Independent Contractor

You are an independent contractor, and this Agreement does not create the relationship of employer and employee, of principal and agent, of joint venture, or of partnership between you and Manitoba Public Insurance or between Manitoba Public Insurance and any of your Representatives.

21.4 No Assignment

You shall not assign or transfer this Agreement or any of its rights or obligations under this Agreement without first obtaining written permission from Manitoba Public Insurance. This Agreement shall be binding upon the executors, administrators, heirs, successors and any permitted assigns of the parties.

21.5 Amendments

- (a) Subject to subsection (b) below, Manitoba Public Insurance may unilaterally make amendments to or restatements of this Agreement, from time to time with thirty (30) calendar days' prior notice to you. You agree that any such amendments or restatements of the Agreement do not require your written approval or signature to become valid and

binding on the parties. By continuing to do direct business with Manitoba Public Insurance and by continuing to carry on as an accredited shop under this Agreement after a given amendment or restatement is posted, you are deemed to have accepted the amendment or restatement. You have the option of terminating this Agreement in accordance with Section 20.3 above if you do not wish to accept an amendment or restatement of the Agreement.

- (b) Notwithstanding subsection (a) above, Manitoba Public Insurance will not make amendments to a Compensation Schedule during its Compensation Schedule Term except for the purpose of increasing existing compensation, adding new compensation, making clarifications, or correcting errors as needed.

21.6 Applicable Law

This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba and the laws of Canada applicable therein. The parties hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom.

21.7 Waiver and Remedies

Any failure or delay by either party to exercise or partially exercise any right hereunder shall not be deemed a waiver of any of the rights under this Agreement. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed as, a waiver of any subsequent breach thereof. The election of any one or more remedies by either party shall not constitute a waiver of that party's right to pursue other available remedies.

21.8 Performance of Necessary Acts

You agree to perform any further acts and execute and deliver any further documents that may be reasonably necessary to carry out the provisions of this Agreement.

21.9 Counterparts and Execution by Facsimile or Other Electronic Transmission

The signature page to this Agreement may be executed in any number of parts. Each such part will have the same effect as if both parties had signed the same document. All parts shall be construed together and shall constitute one agreement. The execution and delivery of the signature page to this Agreement by facsimile or other electronic transmission shall be sufficient to constitute proper execution and delivery of this Agreement.

21.10 Notice:

Any notice or other communication to you under this Agreement shall be in writing and shall be delivered personally, sent by facsimile or other electronic transmission, or sent by registered mail, postage prepaid to the address listed in your shop profile.

Any notice or other communication to Manitoba Public Insurance under this Agreement shall be in writing and shall be delivered personally, sent by facsimile or other electronic transmission, or sent by registered mail, postage prepaid, to:

Attention: Accredited Repair Department
Physical Damage Management
P.O. Box 45064, Regent Postal Outlet
Physical Damage Centre
Manitoba Public Insurance
Winnipeg, MB, R2C 5C7

Facsimile: 204-985-1661
Email: partners@mpi.mb.ca

Any notice or communication:

- (a) sent by registered mail shall be deemed to have been received on the third day following the date of mailing;
- (b) sent by facsimile or other electronic transmission (including email) shall be deemed to have been received on the same day it was sent if it was sent prior to 5:00 PM central time, or the next day following the date it was sent if it was sent after 5:00 PM central time; and,
- (c) sent by courier or personal delivery shall be deemed to have been received on the day that it was delivered.

21.11 Valid Execution

This Agreement shall be deemed to be validly executed on behalf of the parties, upon both parties signing the Agreement Signature Page (see Appendix I for a sample), which will be deemed to form part of this Agreement once fully executed.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]



**Manitoba
Public Insurance**

**2021 LIGHT VEHICLE REPAIR
ACCREDITATION AGREEMENT
SIGNATURE PAGE**

For:

THE REPAIR SHOP NAMED BELOW

-and-

THE MANITOBA PUBLIC INSURANCE CORPORATION

By signing below, each of the undersigned parties agrees to comply with the terms and conditions of the 2021 Light Vehicle Repair Accreditation Agreement (the “**Agreement**”) which can be found on the MPI Partners Website at <http://mpipartners.ca>. The repair shop named below will be considered an “**Accredited Shop**”, as that term is defined in the Agreement, and will be entitled to the rights, and subject to the obligations, of an Accredited Shop under the Agreement.

**THE MANITOBA PUBLIC
INSURANCE CORPORATION**

[Insert Full Legal Name of Your Shop]

Per: _____
Marnie Kacher
Vice President & Chief Operations Officer

Per: _____
Name:
Title:

Per: _____
Steve Lupky
Senior Director, Physical Damage Claims

Date: _____
[Please fill in date signed]

2021 Light Vehicle Repair Accreditation Agreement

Schedule 3.1 – Estimating Platform Service Provider Use Terms

BACKGROUND:

- A. Manitoba Public Insurance and Mitchell International Information Services Inc. (“**Mitchell**”) entered into an Estimating Platform and Products Agreement which allows Accredited Shops to access and use the Estimating Platform and Products provided by Mitchell (referred to in this schedule as the “**Mitchell Products**”); and,
- B. This schedule sets out the terms and conditions by which an Accredited Shop may access and use the Mitchell Products.

1.00 DEFINITIONS

- 1.01** This schedule is in addition to, and subject to the terms of the Accreditation Agreement, and incorporates defined terms used in the Accreditation Agreement.

2.00 PURPOSE

- 2.01** This schedule sets out the rules of use, and the terms and conditions by which you may access and use the Mitchell Products. By signing the Accreditation Agreement, you agree to abide by all of these terms and conditions and understand that any failure to do so may result in the suspension of your access to and use of the Mitchell Products, or any portion thereof, Manitoba Public Insurance’s refusal to do direct business with you, or the termination or suspension of your Accreditation Agreement.

3.00 CONNECTION TO THE MITCHELL PRODUCTS,

Glass Solution:

- 3.01** If you are accredited for glass repairs, Manitoba Public Insurance will provide you with an online link to MPI’s then-in-use glass solution (“**Glass Solution**”). In order to access and use the Glass Solution properly, you must have a computer work station that functions in accordance with the minimum requirements and specifications provided by Manitoba Public Insurance on the MPI Partners Website. Manitoba Public Insurance reserves the right to update these requirements and specifications from time to time.
- 3.02** If you are accredited for glass repairs, you will be provided with one administrator user account for the Glass Solution. Through this account, you may create individual user accounts to be used by your Authorized Shop Users (as defined below). You shall be responsible for managing all individual user accounts created under your administrator account.

Additional Mitchell Products:

- 3.03** If you are accredited for body repair, Manitoba Public Insurance will provide you with access to additional Mitchell Products. In order to access and use the Mitchell Products properly, you must have:
 - (a) Authorized Shop Users (as defined in Section 4.04) that have previously completed

the required user training to use the Mitchell Products and you are in compliance with Section 4.06;

- (b) System and Technical requirements that meet the following including but not limited to:
- (i) having network bandwidth adequate to support the bidirectional exchange of information with Manitoba Public Insurance;
 - (ii) having a computer workstation that functions in accordance with the minimum requirements provided to you along with this schedule, and any specifications provided by Manitoba Public Insurance on the MPI Partners Website;
 - (iii) having the capability of creating legible, electronic attachments of various documents to send Manitoba Public Insurance via the Mitchell Products;
 - (iv) having the capability of creating images/pictures of various vehicles and their areas of damage of sufficient resolution and sharpness to send to Manitoba Public Insurance via the Mitchell Products; and,
 - (v) the specific requirements are as set out in the latest version of relevant Mitchell systems requirements on the MPI Partners Website.

Manitoba Public Insurance reserves the right to update these requirements and specifications from time to time.

3.04 You will be provided with one administrator user account for the Mitchell Products. Through this account, you may create individual user accounts to be used by your Authorized Shop Users (as defined below). You shall be responsible for managing all individual user accounts created under your administrator account.

3.05 Certain of the Mitchell Products must be installed locally on your computers. Manitoba Public Insurance shall arrange for a Mitchell representative to complete the necessary installations of the Mitchell Products.

- (a) Prior to the initial installation Mitchell shall confirm that you have the required network and computer resources for proper operation of the Mitchell Products;
- (b) Mitchell shall provide you with all necessary installation materials, instructions and support;
- (c) If Mitchell is unable to confirm that your network and computer resources are adequate, Mitchell may opt to not proceed with the installation. If such is the case, you will be expected to remedy the deficiency at your expense.
- (d) The Mitchell Products are supported by Mitchell with regular monthly, or as required by Manitoba Public Insurance in consultation with Mitchell, updates to the estimating data and modules; you are required to maintain and ensure your version of the Mitchell Products are up to date, and to maintain the version that Manitoba Public Insurance requires; and,
- (e) All updates or releases of the Mitchell Products are to be co-ordinated by Manitoba Public Insurance. You will not contact Mitchell directly for updates or releases to the Mitchell Products covered under this Agreement. For other Mitchell products not covered under this Agreement you will have to contact Mitchell in accordance with any agreement you have with Mitchell.
- (f) Manitoba Public Insurance shall notify you when an update is to be processed.

Manitoba Public Insurance reserves the right to update these requirements and specifications

from time to time.

General Rules:

- 3.06** You acknowledge and agree that your ability to access and use the Mitchell Products will be dependent upon the quality and type of hardware, equipment and non-Mitchell software you use. **You shall obtain, maintain, and operate, at your own expense, all hardware, equipment and non-Mitchell software required to interface properly with and operate the Mitchell Products.**
- 3.07** Manitoba Public Insurance shall inform you of any updates to the Mitchell Products. You shall update all Mitchell Products you use that have updates that are determined as mandatory by Manitoba Public Insurance within the time periods established by Manitoba Public Insurance.
- 3.08** Manitoba Public Insurance is not responsible for any degradation of the ordinary standard of service and usage available through the Mitchell Products, based on the quality and type of hardware, equipment, and non-Mitchell software used by you.
- 3.09** Manitoba Public Insurance reserves the right to determine which of the Mitchell Products you are able to use. This schedule does not automatically allow you to use all of the Mitchell Products. You are limited to using the Mitchell Products that are related to the type of work you are accredited for under the Accreditation Agreement.
- 3.10 You shall ensure you have the required internet bandwidth to run the Mitchell Products. If Manitoba Public Insurance, Mitchell or either of their Representatives visit your premises in accordance with the Accreditation Agreement or this schedule, you may be required to set up a secure accessible Wi-Fi connection that Manitoba Public Insurance, Mitchell or either of their Representatives can use.

4.00 USE OF THE MITCHELL PRODUCTS

- 4.01** When using the Mitchell Products to conduct business with Manitoba Public Insurance you must use the Mitchell Products:
- (a) only for its intended purpose, which is to:
 - (i) validate a customer's insurance and confirm coverage;
 - (ii) engage you in auto glass, or auto repair services;
 - (iii) record and process your requests for estimating amendments;
 - (iv) record your work performed (parts and labour);
 - (v) invoice for your work performed and collect payment; and,
 - (vi) any other use authorized by Manitoba Public Insurance in writing.
 - (b) in accordance with your Accreditation Agreement with Manitoba Public Insurance;
 - (c) in accordance with the *Glass Claims Program Business Rules*, and the Policies & Procedures which are available for viewing on the MPI Partners Website; and,
 - (d) in accordance with any user manuals or other training materials provided by Manitoba Public Insurance (either directly or through Mitchell).

General:

4.02 The MPI-Mitchell Agreement allows you to utilize the Mitchell Products to conduct Manitoba Public Insurance and non-Manitoba Public Insurance business at no additional cost to you, provided you enter into the Accreditation Agreement. Once you have executed the Accreditation Agreement, Mitchell will be able to waive fees and suspend the provisions of any of your existing contracts with Mitchell for the Mitchell Products covered under this schedule, without penalties. Such waiver of fees and suspension of provisions shall be for so long as such you remain an “**In-Scope Shop**”, which shall be defined as a repair facility authorized and/or accredited by Manitoba Public Insurance from time to time to access the Mitchell Products. You and Mitchell are responsible for coordinating the termination of any agreement(s) between you and Mitchell, and Manitoba Public Insurance has no obligations regarding this. You acknowledge and agree that Mitchell requires you to additionally enter into a short-form click wrap agreement as a condition of using the Mitchell Products.

4.03 Your rights to use the Mitchell Products granted in this schedule are subject to the following restrictions:

- (a) you shall not modify, reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or the algorithms or know-how underlying the Mitchell Products;
- (b) you shall not alter, modify or prepare derivative works of the Mitchell Products, except where integration or interfacing with the Mitchell Products is required for your regular business operations;
- (c) except for a reasonable number of backup or archival copies, you shall not modify, translate, reproduce, merge, sell, rent, lease, market, assign, pledge, sublicense, distribute or otherwise make available to any third party, the Mitchell Products or permit or authorize any third party to do any of the foregoing without Mitchell’s prior written consent, which consent shall not be unreasonably withheld;
- (d) no portion of the information constituting the Mitchell Products may be disclosed by you to any third party, copied, reproduced, compiled, interfaced with any systems (except where integration or interfacing with the Mitchell Products is required for your regular business operations), or used for any purpose other than specifically contemplated by this schedule; and,
- (e) you may not sublicense or use the Mitchell Products for commercial time sharing, rental, outsourcing or service bureau use, or to train or allow access to any third party, unless previously agreed to in writing by Mitchell.

4.04 You shall designate a certain number of your officers, employees, or contractors as “**Authorized Shop Users**”, and create a separate individual user account for each of them. Only Authorized Shop Users will be allowed to gain access to and use Mitchell Products. In the event that an Authorized Shop User terminates their employment or service with you, or is terminated for any reason, you are responsible for immediately terminating their individual user account.

- 4.05** You shall provide not less than fourteen (14) days' prior written notice to Manitoba Public Insurance if your name or ownership is changing, or if you will no longer be engaging in the business of auto glass repair, or auto repair services.
- 4.06** From time to time, Manitoba Public Insurance (through Mitchell) will provide online training sessions and computer-based training on the use of the Mitchell Products. Manitoba Public Insurance will inform you when such training sessions are taking place. Training that is determined to be mandatory must be taken by all Authorized Shop Users within the time frames established by Manitoba Public Insurance.
- (a) Notwithstanding section 4.05, you will maintain records of such Authorized Shop User qualifications and notify Manitoba Public Insurance of changes not less than five (5) business days from their occurrence, and present such records when requested by Manitoba Public Insurance;
 - (b) From time to time the required training will be revised and updated; you will be notified about such updates. The notification will identify what the new training materials are, how to access them, and establish the time frame in which the required training must be completed;
 - (c) You will follow Mitchell processes for registering and completing required training. This involves registering on miPortal. Contact Mitchell Technical Assistance Center (TAC) for details on how to access this service;
 - (d) Failure to complete the required training may result in the cancellation or suspension of your access to the Mitchell Products until such time as the required training is completed;
 - (e) For training courses, events, and required materials provided directly by Mitchell, Mitchell will maintain training records for all users in Manitoba that are to be Authorized Shop Users of the Mitchell Products; and,
 - (f) In the event of a discrepancy between the Mitchell Records and your records, the Mitchell records shall be considered correct. It is your responsibility to ensure that the Mitchell information is up to date and correct.
- 4.07** Manitoba Public Insurance (through Mitchell) will provide the Mitchell Products' user support materials and guides, either in hard copy or online. Such user support materials and guides may be updated from time to time, and it shall be your responsibility to ensure that your Authorized Shop Users are keeping up-to-date with any changes made to the support materials and guides. Any equipment, materials, and supplies provided by Manitoba Public Insurance to you for use in the performance of this schedule or the Accreditation Agreement shall remain the property of Manitoba Public Insurance and shall be returned, without cost, to Manitoba Public Insurance upon request.
- 4.08** **You understand and accept that the Mitchell Products may be available for use at different times. Manitoba Public Insurance reserves the right, in its sole discretion, at any time, to add to, remove, or modify the availability of the Mitchell Products or any portion thereof.**
- 4.09** There are no fees or compensation to be paid by Manitoba Public Insurance to you, or from you to Manitoba Public Insurance for your use of the Mitchell Products as permitted by this schedule.
- 4.10** You permit MPI to share and disclose information from your shop profile to Mitchell and authorize and permit Mitchell to use such information to perform any support or additional services, and to use such information for the creation of anonymized industry statistical

information.

5.00 MITCHELL PRODUCTS SUPPORT

5.01 Manitoba Public Insurance will provide you with contact information on the MPI Partners Website, for Mitchell Products technical and business process support. Such support may be provided by Manitoba Public Insurance Representatives, by Mitchell Representatives, or both, depending on the nature of the problem.

5.02 You shall seek support from Mitchell for any technical issues regarding the Mitchell Products on your computers or in use by your Authorized Shop Users. To facilitate Mitchell Technical Support you agree to allow the use of remote support and diagnostic tools, including but not limited to ‘screen sharing’ applications, monitoring systems, or other methods to examine the configuration and other computer systems information required for the diagnosis and resolution of any technical or operational issue with your hardware, software, or networks. You acknowledge that your systems and the Mitchell Products may be temporarily delayed or limited for the duration of the remote support processes and that additional or alternative activities may not be possible on these systems and/or Mitchell Products until the issue is satisfactorily resolved.

6.00 SECURITY

6.01 You are responsible for protecting all user ID’s and passwords required to use the Mitchell Products or attached to your administrator account and any individual user accounts created thereunder. You are responsible for ensuring that your computer workstations are secured in a manner and to a standard which appropriately protects the contents and information stored therein.

6.02 You agree to allow Representatives of Manitoba Public Insurance to visit and inspect your premises in accordance with the Accreditation Agreement, to confirm that all security requirements are being maintained and that you are accessing and using the Mitchell Products in an appropriate manner per the terms of this schedule. Manitoba Public Insurance reserves the right to monitor your Mitchell Products account usage and remove any or all of your account(s).

6.03 You must ensure that your Representatives comply with all of the security requirements under the main body of the Agreement, this schedule and the usage restrictions under Article 4.00. This includes but is not limited to, ensuring that all passwords and user ID’s are kept confidential, and ensuring that disclosure of such passwords and user ID’s are disclosed on a strictly “need-to-know” basis.

6.04 In the event that you become aware of a security breach to the Mitchell Products, or reasonably believe that a breach of the Mitchell Products is about to occur, you must immediately notify Manitoba Public Insurance of such breach. Manitoba Public Insurance may then take any action it deems necessary to remedy or prevent the breach, including but not limited to, suspension or termination of your access to the Mitchell Products, or any portion thereof, and/or the termination of the Accreditation Agreement. You agree to assist Manitoba Public Insurance, as Manitoba Public Insurance may reasonably request, to remedy or prevent any breaches of the Mitchell Products.

7.00 TERMINATION OR SUSPENSION

7.01 Manitoba Public Insurance may cancel the MPI-Mitchell Agreement at any time, in which case your access to the Mitchell Products shall terminate upon the termination of the MPI-Mitchell Agreement. Manitoba Public Insurance shall provide you with reasonable notice of such termination and may work with you and Mitchell to transition to alternative licensing options. You are under no obligation to continue using the Mitchell Products if they are no longer the required systems for conducting business with Manitoba Public Insurance. You may not use the Accreditation Agreement's dispute resolution provisions to appeal any issues related to this Section 7.01.

7.02 In addition to its rights under Section 7.01 above, and without restricting any other remedies available, Manitoba Public Insurance may, at its sole option, immediately suspend or restrict your access to and use of the Mitchell Products, or any portion thereof, and/or suspend or terminate your Accreditation Agreement if:

- (a) you make an assignment for the benefit of creditors or take any other action for the benefit of creditors, become bankrupt or insolvent, or take the benefit of or become subject to any legislation in force relating to bankruptcy and insolvency;
- (b) in the opinion of Manitoba Public Insurance, you have used or are using the Mitchell Products in an unsecure, inappropriate or unauthorized manner (including a breach of the *Glass Claims Program Business Rules*, or any other applicable rules), or are not complying with any of Manitoba Public Insurance's security restrictions and requirements herein;
- (c) in the opinion of Manitoba Public Insurance, you have failed to comply with or breached any other term or condition of this schedule;
- (d) if applicable, you have breached a term(s) of your Accreditation Agreement with Manitoba Public Insurance, which resulted in Manitoba Public Insurance refusing to do direct business with you in accordance with the terms thereunder; or,
- (e) If Mitchell provides a written request to Manitoba Public Insurance as outlined in the MPI-Mitchell Agreement to terminate your usage as a result of your misuse of the Mitchell Products.

7.03 Upon suspension or termination of the Accreditation Agreement, you shall cease to access or use the Mitchell Products and shall not be covered under the MPI-Mitchell Agreement. You will be required to enter into a separate agreement with Mitchell for your continued use of the Mitchell Products and Manitoba Public Insurance has no responsibility for coordinating or establishing such an agreement between you and Mitchell. If termination of the Accreditation Agreement is made pursuant to Section 7.02 of this schedule, Manitoba Public Insurance may also refuse to do direct business with you.

7.04 You may not use the Accreditation Agreement's dispute resolution provisions to appeal or dispute any issues related to a termination pursuant to Subsection 7.02(e).