

1.00 DEFINITIONS

1.01 Undefined, capitalized terms within these terms and conditions shall have the same meaning as defined in the Agreement. “**Customer**” means a claimant that is insured by Manitoba Public Insurance who has incurred a loss of use of their Light Vehicle, and as a result, has rented a replacement vehicle from you; “**Light Vehicle**” means any passenger vehicle with a gross vehicle weight rating of less than 4500 kilograms; “**Representatives**” shall mean the directors, officers, shareholders, employees, subcontractors, partners, volunteers, affiliates, agents, delegates and other representatives of a party.

2.00 SCOPE OF AGREEMENT

2.01 If you are unable or unwilling to comply with any of these terms and conditions, please contact Manitoba Public Insurance immediately. By performing the Services you agree to be bound solely by this Agreement.

2.02 Manitoba Public Insurance agrees to retain you to perform the Services as more particularly described in the Agreement. You agree to perform such Services during the Term, on the terms and conditions set out in this Agreement and as directed by Manitoba Public Insurance, to its reasonable satisfaction.

2.03 You and Manitoba Public Insurance agree that any work performed by you outside the scope of the Services without prior written approval of Manitoba Public Insurance shall be deemed to be gratuitous on your part, and Manitoba Public Insurance has no liability with respect to such work.

2.04 Manitoba Public Insurance reserves the right to change, modify, delete, or add to the Services, if necessary. In addition to the foregoing, you shall provide to Manitoba Public Insurance any other further services, documentation or data related to the Services as may be reasonably required by Manitoba Public Insurance, including, but not limited to, providing Manitoba Public Insurance timely information regarding the Services when requested by Manitoba Public Insurance.

2.05 Unless specifically stated to the contrary, nothing in this Agreement grants you exclusivity in providing the Services to Manitoba Public Insurance.

3.00 SPECIFIC RENTAL VEHICLE SERVICE REQUIREMENTS

3.01 You must provide rental services to Customers in accordance with the following requirements:

- (a) You will rent Light Vehicles (passenger vehicles) to Customers who have lost the use of their vehicles due to damage/loss caused by vehicle collisions. You will deliver these rental services to all areas within the Province of Manitoba where you conduct business.
- (b) The rental vehicles provided to Customers must be no more than three model years old, free of body damage, cleaned prior to each rental, and mechanically sound. All vehicles rented to Customers must comply with all safety, environmental, mechanical and other standards which are prescribed by legislation or other applicable regulations or industry rules. These vehicles must be registered as a “U-Drive” and insured by Manitoba Public Insurance. Notwithstanding the foregoing, courtesy car rentals may be older than three model years; however, they must meet the other requirements in this subsection 3.01(b).
- (c) You shall be responsible for explaining policy limits to each Customer, monitoring the repair process, determining reasons for delays and reporting these to Manitoba Public Insurance. You are also responsible for notifying a Customer when rental coverage is not available, and advising the Customer of how they will be responsible for their own rental costs in those situations.
- (d) You must operate a full-time rental vehicle business during normal business hours, and have a valid business licence, where applicable, for the area in which the business is located. Where you are affiliated with a repair shop, MPI does not require you to have a second business licence, separate from that of the repair shop.
- (e) You must notify Manitoba Public Insurance in writing if the name, ownership or location of your business is changing. If you have advance knowledge of such a change, you must notify Manitoba Public Insurance not less than thirty (30) business days prior to the effective date of such change.
- (f) You must have a computer with internet connection in order to access the MPI Loss of Use Web Portal, and possess the ability to produce electronic copies of invoices as requested by Manitoba Public Insurance. You must always use your own registered account number and user ID with Manitoba Public Insurance, and you cannot use a third party's registered account number or user ID. You shall not permit a third party to use your registered account number or user ID. The registered account number used for loss of use must be separate from registered account numbers used for other lines of business (e.g. repair work, towing, etc.).
- (g) You must comply with all procedures, technical requirements and security requirements related to their access to and use of any MPI computer systems, online systems, or other electronic systems (e.g. including, but not limited to, the Loss of Use web portal). For greater certainty, MPI computer systems, online systems or other electronic systems include systems that are owned by MPI, hosted by MPI, licensed by MPI or otherwise operated by or on behalf of MPI.
- (g) Upon MPI's request, acting reasonably, you (and if MPI deems reasonably necessary, certain of your Representatives) must participate in training and re-training on the procedures and mechanics of the vehicle rental program. You must do so at no additional cost to MPI.
- (h) You may advertise and market to Customers that you are an MPI Preferred Rental Company. However, prior to this advertising or marketing you must contact the MPI Loss of Use Coordinator, who will confirm that you are in compliance with Manitoba Public Insurance's specific marketing and advertising rules and restrictions. You will comply with all of Manitoba Public Insurance's advertising and marketing rules and restrictions when advertising or marketing the preferred status.

- (i) You shall not use any names, logos, or any other trademark which are owned and/or used by Manitoba Public Insurance (the “**MPI Intellectual Property**”), without the prior written permission of Manitoba Public Insurance. Upon request by Manitoba Public Insurance, you must immediately remove the MPI Intellectual Property from your premises. Failure to immediately remove the MPI Intellectual Property from the premises may result in MPI initiating legal proceedings, including but not limited to, proceedings requesting injunctive relief.

4.00 FEES

4.01 Subject to the following subsections, in consideration of the Services performed to the reasonable satisfaction of Manitoba Public Insurance during the Term, Manitoba Public Insurance agrees to pay to you the fees agreed to between the parties or as outlined in the Rental Vehicle Rate Card.

4.02 Notwithstanding any other term in this Agreement, Manitoba Public Insurance reserves the right at any time to: change, modify, delete, or add to the fees in Rental Vehicle Rate Card.

4.03 You shall provide invoices to Manitoba Public Insurance. All Services listed on an invoice must have been completed by you prior to that invoice being submitted to Manitoba Public Insurance. All invoices shall be in writing and satisfactory to Manitoba Public Insurance, acting reasonably, in both form and content. You shall also provide to Manitoba Public Insurance such supporting documents, vouchers, statements and receipts as may be requested by Manitoba Public Insurance acting reasonably.

4.04 Manitoba Public Insurance will strive to pay your invoices due within thirty (30) days after the receipt and approval of an invoice and any supporting materials requested under Section 4.03. In the event any invoice is not satisfactory, Manitoba Public Insurance shall notify you of the problem within a reasonable amount of time. For clarity, without limiting the foregoing, approval means ensuring that the invoicing requirements of this Agreement have been met.

4.06 Where not tax-exempt, Manitoba Public Insurance shall also pay all applicable sales and use taxes. Manitoba Public Insurance is exempt from the Goods and Services Tax and the Harmonized Sales Tax. Manitoba Public Insurance will provide the applicable Goods and Services Tax and Harmonized Sales Tax exemption information.

4.07 If Manitoba Public Insurance in good faith (i) disputes any invoice on the grounds that there is an objectively verifiable error in any invoice; or (ii) disputes the adequacy or correctness of any supporting documentation provided in connection with any invoice, or (iii) you have materially breached this Agreement, then Manitoba Public Insurance may withhold, in the case of (i) and (ii), the disputed portion of the invoice until the dispute is resolved, and in the case of (iii), all outstanding balances of the invoice until the dispute is resolved. The parties shall work promptly to resolve any such disputes. Manitoba Public Insurance will advise you of the amount of the invoice Manitoba Public Insurance considers to be in dispute and the basis for such dispute, and will pay any undisputed portion in accordance with this Article 4.00. Payment by Manitoba Public Insurance shall not preclude Manitoba Public Insurance from questioning any fees or charges Manitoba Public Insurance believes to be improper or incorrect.

4.08 The parties agree that Manitoba Public Insurance incurs costs when it takes actions to correct your persistent billing errors, or to correct your persistent incorrect application of, or deviation from the requirements of this Agreement. Accordingly, Manitoba Public Insurance may recover amounts from you by making adjustments to correct the errors made by you, by setting off the discrepancy against future payments made to you.

5.00 PERFORMANCE OF YOUR OBLIGATIONS

5.01 You represent and warrant that:

- (a) you possess the necessary skills, expertise and experience to perform the Services in accordance with this Agreement;
- (b) the Services shall be provided in a professional manner and as outlined in this Agreement unless you and Manitoba Public Insurance agree otherwise in writing;
- (c) the Services shall be provided in compliance with every federal, provincial and municipal law which is or could be applicable to the Services;
- (d) the Representatives designated to perform the Services shall devote the time, attention, abilities and expertise necessary to properly perform your obligations;
- (e) you shall comply with all reasonable directions and requests of Manitoba Public Insurance within the scope of the Services as set out in this Agreement;
- (f) all representations and warranties contained in this Agreement are true and correct and shall so remain throughout the Term of this Agreement;
- (g) Manitoba Public Insurance shall have the right of prior approval of any Representatives designated to provide the Services. Manitoba Public Insurance shall have the right to request the removal of any Representative so designated and you shall immediately comply with all such requests for removal;
- (h) You shall conduct yourself in a manner that does not negatively affect the public perception, business reputation, community standing, or business operations of Manitoba Public Insurance (collectively, “**Reputation**”); and,
- (i) You have full right and authority to enter into this Agreement.

5.02 You shall provide written progress reports at such intervals as Manitoba Public Insurance may reasonably request. Such progress reports shall be in form and content satisfactory to Manitoba Public Insurance acting reasonably.

5.03 Manitoba Public Insurance reserves the right from time to time to audit a number of claims involving rental vehicles in all areas of Manitoba on a continuing basis, in order to satisfy itself and Customers that good quality of service and rentals are being supplied in accordance with the terms and conditions of this Agreement s.

6.00 INDEPENDENT CONTRACTOR

- 6.01 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.
- 6.02 The Representatives of one party shall not be deemed or construed to be the Representatives of the other party for any purpose whatsoever.
- 6.03 You are responsible for any deductions or remittances, which may be required by law.
- 6.04 Except as authorized in this Agreement, you shall not incur any expenses or debts on behalf of, nor make any commitments for Manitoba Public Insurance without first obtaining written permission from Manitoba Public Insurance.
- 7.00 CONFIDENTIALITY AND INFORMATION SECURITY**
- 7.01 You acknowledge that *The Freedom of Information and Protection of Privacy Act* ("FIPPA") and PHIA each impose obligations on Manitoba Public Insurance to collect, use or disclose "personal information" and "personal health information", as those terms are defined in FIPPA and PHIA (collectively called "**Personal Information**"), in the strictest of confidence, and in accordance with those Acts. In performing the Services under this Agreement, you acknowledge that you may collect, use, or have access to Personal Information.
- 7.02 While this Agreement is in effect, and at all times thereafter, you agree to treat as confidential all information and materials acquired by you, or to which you have 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.
- 7.03 You agree that during the Term of this Agreement and at all times thereafter:
- the Personal Information disclosed to you by Manitoba Public Insurance may only be used by you in a manner expressly permitted by FIPPA or PHIA (as the case may be);
 - you shall not disclose or permit the disclosure of Confidential Information, or any copies of it, in any format, to any third party without the express prior written consent of Manitoba Public Insurance;
 - 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;
 - you shall ensure that access to the Confidential Information by your Representatives 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;
 - you shall use the Confidential Information only for those purposes that have been expressly permitted by Manitoba Public Insurance;
 - you shall not reproduce Confidential Information, in any format, without the express prior written consent of Manitoba Public Insurance, provided that you shall be able to reasonably reproduce the Confidential Information for internal use only in the normal performance of the Services;
 - you shall ensure that you and your Representatives do not transport or store any Confidential Information outside of Canada without the express prior written consent of Manitoba Public Insurance; and,
 - upon termination of this Agreement, or after the Confidential Information has been used for its authorized purpose, or where destruction of the Confidential Information is requested by Manitoba Public Insurance or is required by this Agreement, you 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, provided that you can retain as many copies of the Confidential Information as required by law, and such copies shall be protected in accordance with the requirements of this Agreement. You shall ensure that the Confidential Information that is destroyed cannot be reconstructed (whether physical or electronic, or any other form).
- 7.04 You represent and warrant that you have established an information security management practice that follows industry standards and best practices. During the Term of this Agreement and at all times thereafter, you shall take reasonable precautions to prevent any unauthorized disclosure of the Confidential Information. The standard of such precautions taken by you shall be the greater of:
- the standards you have in place to protect your own confidential information; or,
 - the standards imposed on you by Manitoba Public Insurance.
- 7.05 You shall immediately notify Manitoba Public Insurance in writing upon becoming aware of any actual or suspected unauthorized use, disclosure, or destruction of, or any unauthorized access to, Confidential Information (a "**Confidentiality Breach**"). The written notification must include full details of the Confidentiality Breach. You shall immediately take all reasonable steps to prevent the recurrence of any such Confidentiality Breach and shall notify Manitoba Public Insurance in writing of the steps taken. In the event of a Confidentiality Breach, Manitoba Public Insurance may do any combination of the following (i) impose increased standards on you related to your treatment of the Confidential Information and you shall comply with such increased standards, and/or (ii) if applicable, limit your access to the Manitoba Public Insurance's systems, and/or (iii) enforce or use any other applicable section of this Agreement.
- 7.06 You shall inform your Representatives of the obligations imposed upon you in this Agreement with respect to Confidential Information, and you shall take whatever steps are necessary to ensure that all of your applicable Representatives comply with those obligations.
- 7.07 You acknowledge that monetary damages may not be a sufficient remedy for a Confidentiality Breach, and that Manitoba Public Insurance may, without waiving any other rights or remedies, seek appropriate injunctive or equitable relief from a court of competent jurisdiction.
- 7.08 If you receive a subpoena, or other validly issued administrative or judicial order seeking Confidential Information, you shall provide prompt notice to Manitoba Public Insurance and deliver to Manitoba Public Insurance a copy of your proposed response to the demand. Unless the demand has been time-limited, quashed or extended, you shall thereafter be entitled to comply with the demand to the extent permitted or required by law. If so requested by Manitoba Public Insurance, you shall cooperate with Manitoba Public Insurance in the defence of the demand, at Manitoba Public Insurance's expense.
- 7.09 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.
- 7.10 In the event that you or your Representatives use any of Manitoba Public Insurance's premises, you and your Representatives shall comply with all of such premises' security regulations in effect from time to time.
- 7.11 You shall cooperate with Manitoba Public Insurance so that Manitoba Public Insurance can verify that you have complied, and are complying with the provisions of this Article 7.00.
- 8.00 ACCESSIBILITY**
- 8.01 You acknowledge that *The Accessibility for Manitobans Act* ("**AMA**") imposes obligations on Manitoba Public Insurance to provide accessible customer service to all persons in accordance with the Customer Service Standard Regulation ("**CSSR**") and to achieve accessibility in its business and administrative practices by preventing and removing barriers that disable people ("**Accessibility**").
- 8.02 For the purposes of this Agreement, "accessible customer service" shall mean service which ensures that all persons who are reasonably expected to seek to obtain, use, or benefit from a good or service have the same opportunity to obtain, use, or benefit from the good or service.
- 8.03 Throughout the Term of this Agreement, you agree to comply with the accessible customer service obligations under the CSSR, and further agree that when providing the Services or otherwise acting on Manitoba Public Insurance's behalf, you shall comply with all obligations under the AMA applicable to public sector bodies.
- 8.04 The accessible customer service obligations include, but are not limited to:
- providing barrier-free access to goods and services;
 - making reasonable efforts to ensure that any communication with individuals who self-identify as being disabled by a barrier takes into account said barrier;
 - reasonably accommodating assistive devices, support persons, and support animals;
 - facilitating barrier-free access to built environments;
 - providing adequate training of staff and documentation of same; and
 - providing a mechanism or process for receiving and responding to public feedback on the accessibility of all Services and goods.
- 9.00 OWNERSHIP OF INFORMATION AND PROPERTY**
- 9.01 Unless otherwise explicitly stated in this Agreement, upon payment of all amounts due, all goods, data, and materials that are submitted or required to be submitted by you or any of your Representatives to Manitoba Public Insurance in the performance of this Agreement, and all copyright therein (collectively referred to as "**Submitted Materials**") shall be the exclusive property of Manitoba Public Insurance and shall be forthwith delivered to Manitoba Public Insurance, at no cost to Manitoba Public Insurance. You agree to execute all documents that may be necessary to transfer ownership of, or waive moral rights to the Submitted Materials to Manitoba Public Insurance. Notwithstanding the foregoing you are permitted to retain and use copies of the Submitted Materials if required by law only for such purposes.
- 9.02 Any property provided by Manitoba Public Insurance to you under this Agreement is only provided for the limited use in the performance of the Services, shall remain the property of Manitoba Public Insurance, and shall be returned, without cost, to Manitoba Public Insurance upon request or upon termination of this Agreement. The foregoing shall not give you or your Representatives any rights in any of Manitoba Public Insurance's intellectual property.
- 10.00 INDEMNIFICATION OF MANITOBA PUBLIC INSURANCE**
- 10.01 You shall indemnify and save harmless Manitoba Public Insurance and its Representatives from all losses, damages, costs, causes of action, claims, liabilities, or demands of any kind with respect to any injury to persons (including, without limitation, death), damage to or loss of property, economic loss, incidental or consequential damages, or infringement of rights (including, without limitation, privacy rights) caused by, or arising directly or indirectly from:
- you or your Representatives' default of any term of this Agreement; or
 - any negligent or willful act or omission of you or your Representatives.
- The above includes all costs and expenses associated therewith, including reasonable solicitors' fees.

11.00 SUSPENSION

11.01 Manitoba Public Insurance may, at its sole option, from time to time, delay or suspend the Services being provided under this Agreement, in whole or in part, for such period of time as may, in the opinion of Manitoba Public Insurance, be necessary. Unless another notice period has been provided elsewhere in this Agreement, Manitoba Public Insurance shall provide three (3) days prior written notice to you of its intention to delay or suspend the Services. Manitoba Public Insurance shall not be obliged to make payments to you except with respect to those Services already satisfactorily performed prior to such delay or suspension.

11.03 Where there is a delay or suspension under Section 11.01 all terms and conditions of this Agreement shall continue in full force and effect against you. You shall not be entitled to make any claim for damages by reason of the delay or suspension.

12.00 TERMINATION

12.01 Either party may terminate this Agreement at any time for any reason by giving the other party thirty (30) days prior written notice.

12.02 Neither party shall be responsible for any failure to comply with, or for any delay in performance of, the terms of this Agreement where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the control of either party. The time in which the Services are to be provided shall be extended by a period of time at least equal to the length of the force majeure event, provided that in the event the extended period of time exceeds, or is reasonably anticipated to exceed a period of fourteen (14) days, then Manitoba Public Insurance may terminate this Agreement and pay you for all Services performed to the date of the force majeure event.

12.03 In addition to its rights under Sections 11.01, 12.01 and 12.02 above, and without restricting any other remedies available, Manitoba Public Insurance may immediately terminate or immediately suspend this Agreement in writing if:

- (a) you attempt to defraud Manitoba Public Insurance, or are convicted of fraud with respect to a rental vehicle for which Manitoba Public Insurance has made payment;
- (b) you fail to collect GST;
- (c) you bill for rental vehicles that are not supplied, or bill for excessive or additional days;
- (d) you take advantage of an MPI system technical error (e.g. MPI's automated system allows more rental days than required beyond documented standard allowances), and fail to notify Manitoba Public Insurance of such error;
- (e) you take actions that create an unnecessary or unreasonable delay in the completion of the Customer's vehicle repair, that result in the Customer renting the replacement vehicle from you for an extended period;
- (f) 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;
- (g) in the opinion of Manitoba Public Insurance, the Services provided by you or your Representatives are unsatisfactory, inadequate, or otherwise improperly performed;
- (h) in the opinion of Manitoba Public Insurance, you or your Representatives have failed to comply with or breached any term or condition of this Agreement; or
- (i) in the opinion of Manitoba Public Insurance, continuing to engage you under this Agreement may adversely affect its Reputation.

12.04 Upon termination of this Agreement, you shall cease to submit any further rental agreements through the Manitoba Public Insurance Loss of Use Portal. If a customer chooses to continue to use your services on or after the date of termination, you shall be responsible for charging and collecting any fees for your services from the customer on or after the date of termination of this Agreement. Manitoba Public Insurance shall be under no obligation to you other than to pay, upon receipt of an invoice or statement and supporting documentation satisfactory to Manitoba Public Insurance acting reasonably, such compensation as you may be entitled to receive under this Agreement for Services satisfactorily completed up to the date of termination. Upon termination of this Agreement you will no longer use or have access to the Loss of Use Portal or other MPI systems, and will no longer be able to direct-bill Manitoba Public Insurance. You will also no longer be entitled to, and must cease to advertise as an MPI Preferred Rental Company, and must cease to use any MPI Intellectual Property.

13.00 GENERAL TERMS

13.01 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.

13.02 You shall not assign or transfer this Agreement or any of your 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.

13.03 This Agreement 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.

13.04 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 submit to the exclusive jurisdiction of the courts of the Province of Manitoba and all courts competent to hear appeals therefrom.

13.05 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.

13.06 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.

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

14.00 NOTICES

14.01 Any notice or other communication under this Agreement shall be delivered to you at your address, email address, or fax provided to Manitoba Public Insurance, and to Manitoba Public Insurance at:

Attention: Rental Vehicle Notices

Email: ClaimsProcessingUnit@mpi.mb.ca

14.02 Any notice or communication:

- (a) sent by registered mail shall be deemed to have been received on the third business 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 day of transmission; and,
- (c) sent by courier or personal delivery shall be deemed to have been received on the day that it was delivered.