

Health Care Services Terms

You are seeking to enter into a special relationship where you receive the ability to bill ICBC directly for qualifying health care services that you provide to individuals. You acknowledge that this relationship requires you to maintain ICBC's trust.

Please read these terms carefully. By taking any of the actions set out in Section 1.1, you thereby accept the Agreement. If you do not accept, then you must not take any of those actions.

1. ACCEPTANCE

1.1 Acceptance. By clicking to accept these terms, applying for direct billing, submitting a health care services invoice to ICBC for direct billing, or otherwise using an ICBC-provided health care services vendor number, you thereby accept and agree to: (a) these Health Care Services Terms, including Schedules A and B (the "**Services Terms**"); (b) each of ICBC's online program guides that are applicable to the specific type of health care services you provide (each, a "**Guide**"); (c) all directions and instructions posted by ICBC on its online Business Partners Page (the "**Partners Page**") that are applicable to the specific type of health care services you provide; (d) ICBC's other online agreements setting out the legal terms for your access and use of ICBC Systems and ICBC Data (collectively with the Guides and the Partners Page, the "**Manuals**"); (e) any other terms related to your direct billing (application or otherwise); and (f) any ICBC Directive (collectively, the "**Agreement**").

1.2 Further Clarity. The Agreement is accepted on behalf of, and with the authority of, the applicable business entity providing the health care services. You agree to contact ICBC in writing to seek further clarity if you are unsure of what webpages, directions, instructions, or rules apply to you. If there is any ambiguity as to the meaning or interpretation of any provision of the Agreement, then the reasonable meaning or interpretation of the provision provided by ICBC is final and binding on you.

2. INTERPRETATION

2.1 Definitions. Unless otherwise defined in these Services Terms, capitalized terms will have the meanings given to them in Schedule A.

2.2 Resolution of Conflicts. If there is any inconsistency or conflict between the terms in any of the documents that make up the Agreement, the provisions will take precedence and govern in the following order of priority: (a) Schedule B [Protection of Personal Information]; (b) any ICBC Directive; (c) the remainder of these Services Terms; (d) the Guide; (e) the Partners Page; and (f) any other terms or conditions that form part of the Agreement.

3. AMENDMENTS

3.1 Amendment of Services Terms. ICBC may unilaterally amend these Services Terms at any time, by updating them on ICBC's website. No amendment to these Services Terms will be binding until the earlier of 21 days after ICBC: (a) updates these Services Terms on ICBC's website; or (b) otherwise notifies you of the amendment. The "last updated" legend below indicates when these Services Terms were last amended.

3.2 Amendment of Manuals. ICBC may unilaterally amend the Manuals at any time, by updating them on ICBC's website. No amendment to the Manuals will be binding until the earlier of 21 days after ICBC: (a) updates the Manuals on ICBC's website; or (b) otherwise

notifies you of the amendment.

3.3 Your Review. You agree to review the Agreement regularly to confirm your obligations, responsibilities, and rights. If you continue to provide Services after any amendment to these Services Terms or the Manuals become effective, then your provision of Services constitutes your agreement to be bound by the amendment without limitation or qualification.

4. SERVICES

4.1 Your Approval. None of the benefits of the Agreement will accrue to you unless you are approved for direct billing by ICBC, and you hold a valid ICBC vendor number (that is active and in good standing).

4.2 Potential Benefits. If you are approved for direct billing by ICBC, and you hold a valid ICBC vendor number (that is active and in good standing), then you qualify for the benefits of the Agreement including submitting invoices to ICBC for direct billing in relation to Services (but it does not guarantee payment).

4.3 No Selection Guarantee. ICBC does not make any representation that you will be approved or selected to provide Services pursuant to the Agreement.

4.4 Your Responsibilities and Duties. You agree to provide the Services to Customers in accordance with the Agreement, and you agree that you will:

- (a) comply with all duties, responsibilities, and obligations under the Agreement;
- (b) use only approved Personnel, and not use any Personnel that have restrictions or conditions placed on their practice credentials;
- (c) not provide Substandard Services, and you will ensure that Services are performed to the satisfaction of the Customer and ICBC, acting reasonably;
- (d) provide each Customer with any applicable warranties set out in the Manuals, to warrant the quality of Services provided in connection with an ICBC Claim;
- (e) cause your Personnel to comply with all obligations under the Agreement (as applicable to them);
- (f) accept responsibility for all acts and omissions of your Personnel (so that any failure by them to comply with your obligations will represent a breach by you);
- (g) ensure that you and your Personnel have and maintain the necessary skills, training, expertise, experience, and professional qualifications to capably provide the Services and perform your obligations under the Agreement;
- (h) ensure that you and your Personnel continue to hold all permits, licenses, memberships, approvals, authorizations, and certifications necessary to provide the Services and perform your obligations under the Agreement in compliance with all laws;
- (i) provide to the Customer or ICBC, as applicable, all Deliverables required pursuant to the Agreement;

- (j) comply with the ICBC Code of Ethics and all other ICBC policies set out in the Manuals;
- (k) not use a vendor number to submit an estimate, submit an invoice, request a payment, process a payment, or otherwise further an ICBC Claim, unless all Services relating thereto were provided by the person assigned that vendor number;
- (l) not surcharge a Customer or ICBC by levying separate or additional charges of any type (except as otherwise authorized by the Agreement);
- (m) comply with all laws, standards, and other requirements of any relevant regulatory authority, governmental authority, or professional association;
- (n) comply with any ICBC Directive; and
- (o) actively participate in helping to establish and promote an effective and efficient business relationship with ICBC that benefits our mutual Customers, including by:
 - (i) providing timely and accurate responses to inquiries and requests made by ICBC;
 - (ii) attending meetings requested by ICBC; and
 - (iii) assisting in developing remedial action plans related to any non-compliance.

4.5 Responsibilities and Duties of ICBC. ICBC agrees to comply with all the duties, responsibilities, and obligations required of ICBC as set out in the Agreement.

4.6 Your Contact. You agree to appoint one of your senior Personnel, acceptable to ICBC acting reasonably, to be your primary contact with ICBC for all matters relating to the Agreement ("**Contact**"). Your Contact will have the ability to make decisions and receive and give instructions on your behalf which will be binding on you for the purposes of your performance under the Agreement. You agree not to change your Contact without first obtaining ICBC's prior written consent, which consent ICBC will not withhold unreasonably. ICBC requires 7 days written notice of such change, including the name and title of your new Contact.

5. PAYMENTS

5.1 Fees. To the extent that ICBC makes a payment to you under the Agreement, ICBC will pay you the fees and qualifying expenses (collectively, the "**Fees**") for Services as outlined in the Manuals. All payments made by ICBC to you are made by ICBC on behalf of the Customer.

5.2 Deliverables and Cost Overruns. You are compensated for Deliverables by the Fees for the Services, and ICBC will not make any additional payment to you for Deliverables. You alone are responsible for all costs relating to the Services and Deliverables.

5.3 Entire Remuneration. To the extent that ICBC makes a payment to you under the Agreement, the payment will represent full settlement of all money owing by ICBC and the Customer in relation to the Services and Deliverables for which the payment is made (unless ICBC expressly approves user or other fees in relation to the applicable Services and Deliverables).

5.4 Invoices. You will submit invoices (which include requests for payment) as outlined in the Manuals. Among other things, each invoice must accurately identify the Customer and the individuals that provided the Services. ICBC may elect not to pay (pay only a portion of, or

delay payment of) any invoice that fails to comply with the instructions set out in the Manuals or if there is a bona fide dispute relating thereto (with no penalty). Payment will not be deemed to be acceptance of any Services by the Customer or ICBC.

5.5 Set-Off. ICBC may set off any liability it owes to you against any liability for which ICBC determines you are liable to ICBC, its Representatives, or the applicable Customer, irrespective of whether the liability is matured or unmatured, is liquidated or unliquidated, or arises under the Agreement.

5.6 Pass Through Costs. Unless expressly authorized by ICBC, if you provide any product or service to a Customer that is supplied by a third party, then you will not add any additional pass-through or mark-up cost thereto.

5.7 Taxes. You are fully responsible and liable for the remittance and payment to the relevant authorities in a timely and proper manner of all federal, provincial, and municipal taxes, duties, charges, levies, rates, and tariffs of any nature whatsoever now or hereafter imposed arising from, connected with, or relating to the Agreement.

5.8 Deductions, Payments, and Remittances. You are responsible and liable for making all deductions, payments, and remittances required by law related to the Agreement (including those related to taxes and employment).

5.9 Rework. ICBC is not required to pay any amount to: (a) perform warranty work; or (b) reperform, correct, or replace any defective Services or Deliverables.

5.10 Refund of Overpayments. If ICBC determines that ICBC has paid you any amount that ICBC was not required to pay to you (each an "**Overpayment**"), then, promptly on demand by ICBC, you will repay to ICBC the amount of the Overpayment. If the Overpayment resulted from a breach of the Agreement by you or your Personnel, then you will also pay ICBC interest from the date of the payment by ICBC to the date of repayment by you at a rate per annum equal to the Bank of Canada prime interest rate plus 5% per annum.

6. PERFORMANCE MANAGEMENT

6.1 Key Performance Indicators. ICBC may set key performance indicators for Services and Deliverables ("**KPIs**"), and you agree to comply with such KPIs.

6.2 Performance Management. ICBC may take action to verify whether you are complying with your obligations under the Agreement ("**Performance Management**").

6.3 Inspection. In relation to inspections, ICBC and its applicable Representatives will: (a) fully comply with the British Columbia Freedom of Information and Protection of Privacy Act ("FIPPA"); (b) permit you to implement any necessary FIPPA safeguards; (c) only inspect material related to ICBC claims; and (d) reserve on-site inspections for the most egregious situations (after exhausting any other reasonable options). You agree to allow ICBC or ICBC's Representatives to enter your business premises and access any ~~computer systems~~ files or records (electronic or otherwise) containing ICBC Customer information (during regular business hours) for the purposes of Performance Management related to the Agreement (including conducting inspections, investigations, assessments, and audits related to ICBC claims).

6.4 Cooperation. You agree to fully cooperate and support ICBC in carrying out Performance Management related to the Agreement (at your sole cost), including allowing

ICBC to review any document that relates to ~~an~~ ICBC Claims, and providing legible copies of any requested document within the time frame set out in such request.

7. CORRECTIVE ACTIONS

7.1 Corrective Actions. Without limiting any other term of the Agreement or ICBC's rights at law or in equity, ICBC may subject you to any or all of the following consequences if ICBC determines (or believes based on reasonable grounds) that you or your Personnel: (a) provided unsatisfactory Services or Deliverables under the Agreement or under any preceding direct billing relationship; or (b) failed to comply with the Agreement, any preceding direct billing relationship, or any other obligation owed to ICBC:

- (i) issuing a warning;
- (ii) requiring an explanation, documentation, or other material;
- (iii) requiring you to take specified corrective, remediation, or preventative actions;
- (iv) recovering amounts paid by ICBC or any Customer;
- (v) placing additional conditions on the delivery of Services or on billing ICBC directly;
- (vi) suspending or terminating any benefits afforded to you or any of your Personnel (under the Agreement or any other ICBC agreement);
- (vii) suspending or disqualifying any of your Personnel from providing Services (under the Agreement or any other ICBC agreement) or being eligible for direct billing;
- (viii) suspending or terminating any vendor numbers that ICBC issued to you or any of your Personnel;
- (ix) reporting your conduct or any of your Personnel's conduct to an applicable regulatory body, governmental authority, or professional association;
- (x) exercising the rights of suspension or termination under Section 13.

For greater certainty, ICBC may: (A) set the specifics of any corrective actions (including the duration thereof); (B) amend the specifics of any corrective actions; (C) implement additional corrective actions; and (D) interchange or substitute any corrective actions.

8. YOUR REPRESENTATIONS & WARRANTIES

8.1 Your Representations & Warranties. You represent and warrant that:

- (a) you have (and will continue to have) the power and capacity to enter into the Agreement and observe, perform, and comply with the terms of the Agreement;
- (b) all information you have provided (and will continue to provide) to ICBC in connection with the Agreement is true and accurate in all material respects and will remain true and accurate;
- (c) you have no knowledge of any fact that could materially adversely affect your ability to fulfil your obligations under the Agreement; and

- (d) by observing and performing the terms and conditions of the Agreement, you will not be in breach or default of any laws applicable to you.

9. ICBC CONFIDENTIAL INFORMATION & PERSONAL INFORMATION

9.1 Ownership. You agree that you will acquire no interest in any of the ICBC Confidential Information and that all ICBC Confidential Information remains the exclusive property of ICBC.

9.2 Confidentiality. You agree that you will: (a) only use and disclose ICBC Confidential Information for the purpose of performing your obligations under the Agreement; (b) only disclose ICBC Confidential Information to those of your Representatives with a "need to know" for the purpose; and (c) only disclose ICBC Confidential Information to third parties with the prior written consent of ICBC. You will cause your Representatives and any third parties to comply with your obligations under this Section 9. All ICBC Confidential Information is provided "as is" and without any representation or warranty as to its accuracy or completeness.

9.3 Storage, Copying, and Inspection. You will store the ICBC Confidential Information in a secure environment and take all necessary precautions and security measures, to a standard not less than Best Industry Practice, to prevent unauthorized access or disclosure thereof. You will not copy, reproduce, or store ICBC Confidential Information except to the extent necessary to perform your obligations hereunder. You will cooperate with all Performance Management inspections related to ICBC Confidential Information.

9.4 Return and Destruction. At ICBC's request at any time before or after the end of the Agreement, you will cause all ICBC Confidential Information (that you hold or provided to others) to be destroyed in a manner that will permanently prevent the retrieval or reconstruction of any part thereof. If requested by ICBC, you will in the manner specified by ICBC provide ICBC with a copy of all such ICBC Confidential Information before its destruction (at your sole cost). On the request of ICBC, you will certify that you have complied with this Section 9.4. Notwithstanding the foregoing, all ICBC Personal Information must be destroyed in accordance with Schedule B [Protection of Personal Information].

9.5 Retention and Disclosure Required by Law. Notwithstanding this Section 9, you will not be in breach of the Agreement if you: (a) retain ICBC Confidential Information as required by law; or (b) disclose ICBC Confidential Information as required by law (provided that before making such disclosure you give ICBC as much notice as is possible, and cooperate with any activities undertaken by ICBC to protect the confidentiality of the ICBC Confidential Information).

9.6 Protection of Personal Information. Without limiting the generality of any other provisions of the Agreement, you will strictly comply with the provisions set out in Schedule B [Protection of Personal Information].

10. INTELLECTUAL PROPERTY

10.1 Deliverable License. For each Deliverable that is not a physical object such as a product, part, or device, you hereby grant to the Customer or ICBC, as applicable, an irrevocable, perpetual, nonexclusive, sublicensable (through multiple tiers), transferable, royalty free, worldwide, fully paid-up license to Use the Deliverable (including any of your Pre-Existing Intellectual Property embedded or included in the Deliverable or otherwise required in order to Use the Deliverable), without restriction or limitation and for any purpose.

For each Deliverable that is a physical object such as a product, part, or device: (a) title will transfer to the Customer or ICBC, as applicable, on the earlier of delivery or payment; and (b) risk of loss or damage remains with you until delivery.

10.2 ICBC IP License. ICBC may grant to you a revocable, limited, non-sublicensable, non-transferable, non-exclusive, and restricted license to use ICBC Intellectual Property (in the form presented), solely in connection with (and to the extent necessary for) the provision of Services to Customers and the performance of your obligations under the Agreement.

10.3 Ownership and Inspection. You agree that: (a) the ICBC Intellectual Property is exclusively owned by ICBC, and you do not acquire any rights, title, or interest in or to it except as expressly set out in the Agreement; (b) all benefit and goodwill associated with the use of the ICBC Intellectual Property by you (including use of any ICBC trademarks) will enure entirely to ICBC (or will be waived by you); and (c) you will cooperate with all Performance Management inspections related to ICBC Intellectual Property.

10.4 Use Requirements. You will use the ICBC Intellectual Property strictly in accordance with the requirements set by ICBC (including in the Manuals). You agree to safeguard and maintain the value, goodwill, and reputation of the ICBC Intellectual Property and will avoid tarnishing the image of or adversely impacting the value, goodwill, or reputation associated therewith.

10.5 Termination or Suspension of License. Notwithstanding anything to the contrary herein, ICBC may terminate or suspend any ICBC Intellectual Property license granted under the Agreement upon providing at least 7 days written notice to you. Upon the termination of such license, you will cease all use of the licensed ICBC Intellectual Property.

10.6 Removal of ICBC IP. You will immediately cease the use of any sign, message, publication, or other marketing material containing ICBC's Intellectual Property (e.g., trademarks) if ICBC believes that such use causes damage to ICBC's reputation, creates confusion, or misleads the public.

11. ICBC SYSTEMS & ICBC DATA

11.1 Access and Use. You agree that your access and use of ICBC Systems and ICBC Data is subject to ICBC's other online agreements setting out the legal terms for such use (including matters related to rights, authentication, unacceptable use, privacy, and disclaimers). Access to and use of ICBC Systems and ICBC Data is provided on an "as is" and "as available" basis, and without any representations, warranties, or conditions of any kind.

11.2 Responsibility. You are fully responsible and liable for all access to and use of the ICBC Systems and ICBC Data by you or your Representatives. You agree to contact ICBC in writing if you require further clarity.

11.3 Ownership. The ICBC Systems and ICBC Data are exclusively owned by ICBC and its licensors. Your use of the aforementioned does not transfer any ownership or other rights in the ICBC Systems or ICBC Data to you or any other person.

11.4 Incidents. In this Section 11.4, "**Incident**" means any accidental, unauthorized, or unlawful access to, collection, use, disclosure, or alteration of ICBC Systems or ICBC Data. You will immediately notify ICBC if you know or suspect an Incident occurred. You will take all actions requested by ICBC to investigate, document, remedy, and litigate the Incident. You will notify other parties of the Incident, but only if expressly approved by ICBC or

compelled by law (and you will obtain ICBC's prior approval regarding the content of such notification).

12. INDEMNIFICATION

12.1 Indemnity. You will indemnify and hold harmless (and if requested defend) ICBC and its Representatives from and against any Damages and Claims (including costs of defending any Claim) directly or indirectly caused by or resulting from: (a) the negligence, willful act, or breach of or default under the Agreement by you, any of your Representatives, or any person that you are responsible for under law; (b) any defect or deficiency in any Services; (c) any Claim against ICBC or its Representatives directly or indirectly related to any Services; (d) any failure by you or your Personnel to comply with laws; (e) any death, bodily injury, or property damage caused by you or your Personnel; or (f) any Claim that any Services or Deliverables infringe the Intellectual Property Rights of a third party. Despite anything to the contrary in the Agreement, if ICBC requests that you defend a Claim, then: (i) ICBC retains the right to participate in the defense and any settlement negotiations involving the Claim (at its own cost) and with its own lawyers; (ii) you will not settle the Claim or admit liability on the part of ICBC or ICBC Representatives without ICBC's prior written consent; and (iii) ICBC may assume or resume the defense of the Claim at any time by notice to you.

13. TERMINATION, SUSPENSION & SURVIVAL

13.1 Termination Without Cause. You may at any time, without liability, and for any reason, terminate the Agreement by providing ICBC with at least 30 days written notice of such termination. ICBC may at any time, without liability, and for any reason, terminate the Agreement by providing you with at least 30 days written notice of such termination. For greater clarity, ICBC can concurrently terminate for cause in the first instance, and without cause in the alternative.

13.2 Termination for Cause. By written notice to you, ICBC may at any time, with or without allowing a cure period, and without liability, terminate the Agreement if:

- (a) you or your Representatives: (i) breach the Agreement (or any other agreement between you and ICBC); (ii) make any false statements to ICBC or any Customer; (iii) make any misrepresentations to ICBC or any Customer (whether intentional, negligent, or fraudulent); (iv) provide any Substandard Services; (v) permit any unapproved Personnel to provide Services; (vi) permit any Personnel to provide Services that have restrictions or conditions placed on their practice credentials; (vii) are negligent; (viii) surcharge a Customer or ICBC (by levying separate or additional charges of any type in addition to those authorized by the Agreement); (ix) cause repetitive issues; or (x) engage in willful misconduct, unlawful acts, or fraud;
- (b) ICBC believes that: (i) your financial or business conditions may negatively affect the viability of the Agreement or your provision of Services; (ii) the Agreement or your provision of Services could negatively affect ICBC's reputation or have adverse regulatory consequences for ICBC; or (iii) ICBC is required to terminate the Agreement or Services by law or by direction from an ICBC regulator; or
- (c) an incident or event occurs that is specified in the Manuals as something that could result in termination of the Agreement.

13.3 Suspension Without Cause. ICBC may at any time, without liability and for any

reason, suspend any of the benefits afforded to you or your Personnel under the Agreement for any reason by providing you with at least 7 days written notice of such suspension. Such suspension will not result in a waiver by ICBC of any of its rights under the Agreement. For greater clarity, ICBC can concurrently suspend for cause in the first instance, and without cause in the alternative. For greater certainty, ICBC may: (A) set the specifics of any suspension (including the duration thereof); (B) amend the specifics of any suspension; (C) implement additional suspensions; and (D) interchange or substitute any suspensions.

13.4 Suspension for Cause. If any of the events listed in Section 13.2 occur, then, by written notice to you, ICBC may at any time, with or without allowing a cure period and without liability, suspend any of the benefits afforded to you or your Personnel under the Agreement. Such suspension will not result in a waiver by ICBC of any of its rights under the Agreement. For greater certainty, ICBC may: (A) set the specifics of any suspension (including the duration thereof); (B) amend the specifics of any suspension; (C) implement additional suspensions; and (D) interchange or substitute any suspensions.

13.5 Post Termination or Suspension. After the Agreement is terminated, and during any period that the Agreement is suspended:

- (a) you will no longer provide Services under the Agreement (except for any Services that were already commenced before the termination or suspension and that you have been expressly directed to complete by ICBC), you will stop promoting any affiliation with ICBC, and you will cease all use of the ICBC Intellectual Property;
- (b) ICBC will be responsible for paying you only for such Services performed up to and including the termination or suspension (and for any Services that were already commenced before the termination or suspension that you have been expressly directed to complete by ICBC);
- (c) each party remains liable for accrued obligations;
- (d) you will deliver to ICBC (and Customer) all completed Deliverables, and all work in progress related to Deliverables for which ICBC has paid under the Agreement; and
- (e) you will deliver to ICBC all material that is requested by ICBC related to the Agreement (including ICBC Confidential Information and ICBC Intellectual Property).

13.6 Survival. Regardless of any other provisions of the Agreement, the following provisions of the Agreement, and all other provisions of the Agreement necessary for the interpretation or enforcement of the following provisions, will survive indefinitely after the termination or expiration of the Agreement, or during any suspension of the Agreement, and will remain in effect and be binding on both you and ICBC: Sections 5.5 to 5.10, 6, 7, 9, 10, 11, 12, 13.5, 13.6, 14, 15, 18, and Schedule B.

14. LIMITATION OF LIABILITY

14.1 Certain Claims Excluded. Notwithstanding any other term of the Agreement, ICBC and ICBC Representatives will not under any circumstances be liable to you, your Representatives, or any other person for any Damages, Claims, or other losses of any nature or kind whatsoever (whether in contract, tort, negligence, strict liability, or under any other theory of law or equity) arising from, connected with, or relating to, any exercise by ICBC or

ICBC Representatives of any of ICBC's rights or remedies under the Agreement or at law or in equity, whether or not ICBC or any ICBC Representative is aware of or has been advised of the possibility of such Damages, Claims, or other losses (except for Damages arising directly from fraud, willful misconduct, or gross negligence by ICBC or ICBC Representatives).

14.2 No Consequential Damages, Etc. Subject to Section 14.4, in no event shall either party be liable to the other party for any indirect, consequential, special, incidental, or punitive damages, including lost revenue, lost profits, or loss of goodwill, whether based on contract, warranty, tort, or otherwise, and whether or not such damages were foreseeable.

14.3 Limitation of Liability. Subject to Section 14.4, each party's aggregate liability for all Damages, Claims, or other losses of any nature or kind arising during any calendar year, whether in contract, tort or otherwise, will not exceed the greater of two times all fees paid or payable by ICBC under the Agreement for that calendar year or \$5,000,000.

14.4 Exceptions. Notwithstanding Sections 14.2 and 14.3, each party's liability will be unlimited with respect to: (a) the gross negligence, fraud, or intentional wrongdoing of the party or its Representatives; and (b) its indemnification obligations under the Agreement. Nothing herein excludes or limits either party's liability for any liability that cannot by law be limited or excluded. Nothing in the Agreement limits your liability or the liability of your Personnel to any Customer.

15. DISPUTE RESOLUTION

15.1 Arbitration. All Disputes arising out of or in connection with the Agreement, or in respect of any legal relationship associated therewith or derived therefrom, will be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Center pursuant to its applicable Rules. There will be a single arbitrator and the place of arbitration will be Vancouver, BC, Canada. You agree that Disputes between you and ICBC will be resolved by binding, individual arbitration, and you are waiving your right to a trial by a judge or jury or to participate as a plaintiff or class member in any purported class action or representative proceeding.

15.2 Limitation of Actions. No arbitration in relation to any Dispute that you may have against ICBC arising from, connected with, or relating to a corrective action, suspension of the Agreement, or termination of the Agreement by ICBC may be commenced by you against ICBC more than 60 days after the day on which you receive a written notice of such corrective action, suspension, or termination from ICBC. If you fail to commence an arbitration in relation to the Dispute within that period, then the Dispute is forever barred and you shall not be permitted to commence either an arbitration or any court proceeding in relation to the Dispute.

15.3 Equitable Relief. You agree that a breach of any of the provisions of the Agreement regarding ICBC Confidential Information, ICBC Personal Information, or ICBC Intellectual Property will result in irreparable harm to ICBC that cannot reasonably or adequately be compensated in damages by a monetary award. You agree that, despite Sections 15.1 and 15.2, if ICBC alleges that you have breached any such provision, then, in addition to all the remedies available to ICBC under the Agreement, at law or in equity, ICBC is entitled to apply to any court of competent jurisdiction for relief by way of a restraining order, injunction (including an interim injunction), decree, or otherwise, as may be appropriate to ensure compliance with the Agreement.

16. YOUR ACKNOWLEDGEMENTS

16.1 Legal Advice. You acknowledge that you have read and understood the Agreement. ICBC recommends that you seek independent legal advice before accepting these Services Terms, and you acknowledge that you have had sufficient opportunity to do so. The Agreement will not be construed against or in favour of either party.

16.2 Business Risks. You acknowledge that you have conducted an independent review of the Agreement and recognize that the business venture contemplated and set out in the Agreement involves business risks and that your success in such business venture will be largely dependent on your abilities as an independent businessperson. You agree that ICBC has not made any representation, warranty, or guarantee (either express or implied) as to the potential volume, profits, or success of the business venture contemplated by the Agreement.

16.3 Terms Necessary. You acknowledge that all terms in the Agreement are necessary to protect the legitimate business interests of ICBC and, having regard to the interests of ICBC and your own interests, the terms in the Agreement are reasonable, and all defenses to the strict enforcement of such terms by ICBC are waived by you.

17. RELATIONSHIP OF PARTIES

17.1 Relationship. The Agreement contains your obligations to ICBC to qualify for direct billing. You have your own agreement with each Customer related to your Services. ICBC is not party to any such agreement for Services between you and the Customer, and you absolve ICBC of any responsibility or liability related thereto. There are no third party beneficiaries of the Agreement.

17.2 Independent Contractor. You are an independent contractor. Nothing in the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, franchise, employment, or fiduciary relationship between the parties. Neither you nor your Personnel will be construed as employees or contractors of ICBC. Neither party, by virtue of the Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party. Unless expressly authorized by ICBC in writing, you will not provide a warranty, undertaking, or guarantee on behalf of ICBC.

17.3 ICBC Not an Operator. You agree that: (a) ICBC is not an owner or operator of your business or your property; (b) ICBC does not have possession, control, responsibility or use of or for your business or your property, including any substances on your property; and (c) ICBC does not control the disposal, handling, treatment, or transportation of any substances on your property.

18. GENERAL

18.1 Time of Essence. Time is of the essence for the Agreement.

18.2 Entire Agreement. The Agreement sets forth the entire understanding between the parties regarding the subject matter of the Agreement and supersedes all previous and contemporaneous communications, representations, negotiations, discussions, agreements, or understandings (whether oral or written) with respect to the subject matter thereof. The Agreement may not be amended except by ICBC as provided in Section 3.

18.3 Governing Law. The Agreement is governed by the laws of British Columbia (BC), and the federal laws of Canada applicable in BC, without regard to any conflicts of law rules that

might apply the laws of any other jurisdiction.

18.4 Jurisdiction. Except as otherwise set out in the Agreement (and without limiting any other part of the Agreement), you and ICBC each irrevocably attorn to the exclusive jurisdiction of the courts of BC in respect of any Dispute or other legal matter related to the Agreement.

18.5 No Waiver. Failure by ICBC to insist on strict performance of any of the terms or conditions of the Agreement will not operate as a waiver by ICBC of that or any subsequent breach, default, or failure of performance. A waiver by ICBC is effective only if it is in writing and signed by ICBC.

18.6 Notices. Each notice under the Agreement must be in writing and must be delivered to the other party. Each party's delivery addresses for notices are as follows, unless expressly altered in accordance with this Section 18.6:

<u>Notice from you to ICBC:</u>	<u>Notice from ICBC to you:</u>
Attn: ICBC Supplier Management Office 550 - 3777 Kingsway Burnaby, BC, V5H 3Z7 <u>and</u> BIPProviderApp@icbc.com	Any physical address <u>or</u> email address you provided to ICBC, or that is publicly available. <u>Alternatively</u> , any ICBC messaging service or website directly related to the Services.

18.7 Notice Delivery Time. Each notice will be deemed to have occurred on the date of: (a) receipt (for physical delivery); or (b) successful transmission (for electronic delivery).

18.8 Assignment. You may not assign any interest in the Agreement without the written consent of ICBC. You will be deemed to have assigned an interest in the Agreement if a third party directly or indirectly acquires the majority of your assets, or the majority of voting control in your entity. Failure to comply with this Section 18.8 will render any assignment or deemed assignment void.

18.9 Cumulative Remedies. All rights and remedies of ICBC granted or recognized in the Agreement or at law or in equity are cumulative, are in addition to and not in substitution for any rights or remedies in the Agreement or at law or in equity, and may be exercised at any time (independently or in any combination). The exercise of any one or more remedies by ICBC shall not be deemed an election of such remedy to the exclusion of other remedies. Without limiting the generality of the foregoing, ICBC may exercise one or more remedies under Section 7 in addition to one or more remedies under Section 13, and may change its choice of remedies after the initial selection thereof.

18.10 Severability. If any provision of the Agreement is unlawful, void, or unenforceable, then that provision will be deemed severed from the remaining provisions and will not affect the validity and enforceability of the remaining provisions.

18.11 Further Assurances. Each party will execute all further documents and instruments and do all further and other things as may be necessary to implement and carry out the terms of the Agreement.

18.12 Enurement. The Agreement will be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, representatives, successors, and permitted assigns.

SCHEDULE A – INTERPRETATION AND DEFINITIONS

The following interpretations will be applied unless the context clearly otherwise dictates:

(a) references to money relate to the lawful currency of Canada; (b) “**person**” includes individuals, corporations, partnerships, joint ventures, associations, trusts, unincorporated organizations, societies, and all other juridical entities recognized by law; (c) “**you**” means the business entity providing Services that is entering into the Agreement; (d) “**law**” includes the then most current statutes, regulations, by-laws, ordinances, judicial precedents, orders in council, and prescriptions of governmental or regulatory authorities (each, as applicable to the Agreement); (e) “**including**” means including without limitation; (f) in relation to ICBC, “**trademarks**” means ICBC’s name, domain names, marks, and distinctive brand features; and (g) “**gross negligence**” means any act or failure to act, which seriously and substantially deviates from the conduct ordinarily expected of a reasonable and prudent person, and which is undertaken with a serious and substantial disregard for the harmful consequences.

The following meanings will be given to capitalized terms unless expressly otherwise defined:

“**Best Industry Practice**” means, at any time, the exercise of the highest and best degree of care, skill, diligence, prudence, and foresight that would reasonably and ordinarily be expected at such time from a skilled and experienced provider of similar services.

“**Claims**” means all claims, counterclaims, complaints, demands, proceedings, actions, causes of action and suits, and investigations of any nature and however arising, whether known or unknown, whether in law or in equity or under contract or statute, and whether in any court of law or equity or before any arbitrator or other body, board or tribunal.

“**Customer**” means a qualifying ICBC insured or claimant.

“**Damages**” means any damages, liabilities, obligations, losses, deficiencies, penalties, administrative monetary penalties, interest, assessments, fines, charges, costs, and expenses, including legal fees and disbursements, consultant fees, and court costs.

“**Deliverables**” means items, materials, and work product made, prepared or created by you or on your behalf in the performance of Services or otherwise provided or procured by you or on your behalf to or for the benefit of ICBC (an “**ICBC Deliverable**”) or a Customer (a “**Customer Deliverable**”) pursuant to the Agreement. For example: (a) a report that you are required to provide to ICBC would be an ICBC Deliverable; and (b) something that you provide to a Customer as part of your Services, such as a knee brace, would be a Customer Deliverable.

“**Dispute**” means any dispute (including any Claim by either party against the other) relating to, arising from, about or in connection with the Agreement, any legal relationship associated with or derived from the Agreement, the subject matter of the Agreement, the performance of the Agreement, the termination of the Agreement, or any other matter about the validity, scope, meaning, or interpretation of the Agreement or any terms of the Agreement.

“**ICBC Claim**” means any claim made by a Customer in connection with or in relation to an ICBC insurance policy.

“**ICBC Confidential Information**” means any information about ICBC (including ICBC’s business, assets, liabilities, plans, processes, products, services, Customers, suppliers, or

ICBC Intellectual Property) that is disclosed by ICBC or ICBC's Representatives to you or your Representatives, but excludes information that: (a) is or becomes publicly available through no fault of yours; (b) is disclosed to you by an independent third party who has no obligations of confidentiality; (c) is already known to you free of any obligations of confidentiality; or (d) is independently developed by you without reference to ICBC Confidential Information.

"ICBC Data" means all information and data on or accessible through the ICBC Systems.

"ICBC Directive" means any directives, orders, and other follow-up actions that may be provided to you by ICBC from time to time.

"ICBC Intellectual Property" means any Intellectual Property owned by ICBC, including the Guides, Partners Page, ICBC webpages, ICBC Materials, ICBC Data, ICBC Systems and ICBC trademarks.

"ICBC Materials" means all materials produced by ICBC from time to time that are provided to you in connection with a program or your provision of Services, including forms, logos, signs, decals, certificates, brochures, and any other materials.

"ICBC Systems" means the computer systems and networks of ICBC and its Representatives, including all hardware, software, and other components thereof.

"Intellectual Property" means anything that is or may be protected by any Intellectual Property Right (and all derivatives thereof) including research, designs, improvements, innovations, software, hardware, computer code, layouts, interfaces, applications, tools, databases, methods, concepts, processes, copyrighted works, trademarks and other technologies, works and creations now existing or developed in the future, whether or not registered or registrable, patentable or non-patentable, or confidential or non-confidential.

"Intellectual Property Rights" means all intellectual property rights, whether or not registered or registrable, including patents, patentable and non-patentable ideas, inventions, innovations, arts, processes, manufactures, developments, improvements, trademarks, tradenames, design rights, copyrights, moral rights, database rights, mask work rights, domain names, confidential or proprietary information or trade secrets, and all rights of a similar nature anywhere in the world.

"Personnel" means, with respect to a party to the Agreement, employees and contractors and, for you, includes all individuals providing Services to Customers on your behalf.

"Pre-Existing Intellectual Property" means Intellectual Property that a party either owns or has rights to Use prior to entering into the Agreement or that it has developed or procured independently of the Agreement.

"Representatives" means, with respect to a party to the Agreement, all of their Personnel, directors, officers, shareholders, agents, affiliates, suppliers, service providers, subcontractors, successors, permitted assigns, and related persons.

"Services" means the provision of health care services to Customers (including personal care assistance and housekeeping services) and the delivery of Customer Deliverables to Customers.

"Substandard Services" means Services performed billed by you for a Customer that are deemed by ICBC, ~~in consultation with the Customer where appropriate, and by reference to~~

~~the Agreement~~ acting reasonably, to: (a) ~~be incomplete or inadequate;~~ (b) fail to meet the requirements under the Agreement; ~~(c) have been performed in a manner that is not competent or professional;~~ (d) ~~be below the standard of Best Industry Practice for such Services;~~ or (e)(b) contravene or fail to meet the scope of practice or standards and guidelines established by any applicable regulatory body, governmental authority, or professional association. **For clarity, ICBC can only set standards for services that relate to the direct billing relationship.**

"Use" means all forms of use for any purpose, including the unrestricted right to adapt, copy, combine with, or incorporate into other works, develop, run, disclose, display, distribute, improve, maintain, modify, make derivative works of, and support, and to permit others to take any of these actions.

SCHEDULE B - PROTECTION OF PERSONAL INFORMATION

1. Defined terms. In this Schedule, "personal information", "public body", "service provider", "employee", and "associate" have the meanings set out in the British Columbia *Freedom of Information and Protection of Privacy Act*, as amended from time to time ("**FIPPA**").

2. Employees and Subcontractors. In this Schedule, any reference to you includes your Representatives. You will ensure that all your Representatives comply with your obligations in this Schedule.

3. Addition to other Confidentiality Obligations. This Schedule is in addition to any other confidentiality obligations elsewhere in the Agreement, and such other confidentiality obligations extend to and include ICBC Personal Information (as defined below) except as specifically modified by this Schedule.

4. Application of FIPPA to You. You and ICBC each agree that this Schedule only applies to personal information collected or used by, or disclosed to or by, you in the course of your provision of Services to Customers arising from, connected with, or related to, an ICBC Claim, and personal information in the custody or control of ICBC that you may access, use or disclose pursuant to the Agreement (collectively, the "**ICBC Personal Information**"). You acknowledge that ICBC is a public body and subject to the provisions of FIPPA. Notwithstanding that you are not a service provider to ICBC, you agree to comply with provisions of FIPPA (including Part 3 of FIPPA) with respect to ICBC Personal Information that you may collect, use or disclose pursuant to the Agreement. You will comply with all applicable provisions of FIPPA including provisions regarding the access, collection, use, processing, disclosure, storage, and protection of ICBC Personal Information. For greater certainty, this Schedule does not apply to personal information collected by you for your own business purposes directly from your customers (other than personal information collected by you in the course of your provision of Services to Customers arising from, connected with, or related to, an ICBC Claim); however, if such personal information is collected by you, you are required to collect, use and disclose such personal information in accordance with applicable laws.

5. Permitted Use of ICBC Personal Information. Unless otherwise approved by ICBC in writing, you will access, collect, use, or disclose ICBC Personal Information only for performing your obligations, or exercising your rights, under the Agreement. You agree that ICBC maintains authority over your access to and collection, use, and disclosure of ICBC Personal Information at all times.

6. Authorized Personnel Only. You will ensure that no person accesses, collects, uses, or discloses ICBC Personal Information except for your Representatives who are required to do so for the purpose of you performing your obligations under the Agreement ("**Authorized Personnel**").

7. Privacy Compliance Representative. You will appoint a knowledgeable senior person within your organization to be responsible for, and have authority to ensure, privacy compliance generally and compliance with this Schedule specifically.

8. Protection of ICBC Personal Information. You will have reasonable and appropriate security measures to protect the ICBC Personal Information against unauthorized access, collection, use, or disposal, including: (a) restricted access to records containing paper copies of ICBC Personal Information; (b) restricted access to ICBC Personal Information stored on computer systems and electronic storage devices and media, by using unique user IDs and

passwords that are linked to identifiable Authorized Personnel; (c) systems containing ICBC Personal Information will be capable of providing an audit trail and user access logs, which logs will be retained by you for the duration of the Agreement and for at least 24 months thereafter; (d) up-to-date anti-virus software installed on all computer systems; (e) up-to-date security patching on all computer systems; (f) up-to-date and supported operating systems and browsers; (g) encryption of ICBC Personal Information at rest; (h) ICBC Personal Information must be maintained solely at your premises unless approved by ICBC in advance; and (i) ICBC Personal Information, and unique IDs and passwords that are used to access ICBC Personal Information, will not be transmitted over the Internet or any other wide area or local network (whether by email or otherwise) unless: (i) you use industry best practices and privacy enhancing technologies for data security, including securing the transmission in a manner that renders the information unreadable except by the intended recipient; and (ii) in the case of ICBC Personal Information, the transmission is approved by ICBC in advance or contemplated under the Agreement.

9. Inspection by ICBC. For the duration of the Agreement and for 24 months thereafter: (a) ICBC may conduct a review (by way of questionnaire or otherwise) of your information management policies and practices relevant to your compliance with the Agreement, including a review of your user access and transaction logs, reports, or other documents that track which and how Authorized Personnel are accessing, using, or disclosing the Personal Information, and including documents that contain ICBC Personal Information ("**Review**"). You will, without charge, cooperate in all such Reviews and promptly forward to ICBC any records ICBC may require to determine whether you are complying with the Agreement. As part of such Review, and upon request by ICBC, you will provide ICBC with a written declaration or certificate confirming your compliance with your obligations in this Schedule; and (b) ICBC or its authorized Representative(s) may, on reasonable notice and with your consent, during regular business hours, enter your premises to inspect any ICBC Personal Information in your custody and your information management policies or practices relevant to your compliance with the Agreement. You will permit and provide reasonable assistance with any such inspection, without additional charge.

10. Notice of Non-compliance or Breach Incident. In this Section, "**Breach Incident**" means any accidental, unauthorized, or unlawful access to, collection, use, disclosure, or alteration of ICBC Personal Information that is not authorized by FIPPA or the Agreement. In addition to your obligation to provide the notice required by Section 30.5(2) of FIPPA, you will promptly (or in any case within 72 hours) notify ICBC and provide details of any Breach Incident or any non-compliance or anticipated non-compliance with this Schedule. If ICBC reasonably believes that you have failed to comply with the Agreement (upon notification or otherwise), or upon the occurrence of, or notification from you of, a Breach Incident, you will: (a) promptly take all steps necessary (including actions reasonably required by ICBC) to remedy the non-compliance or Breach Incident as soon as reasonably possible or within the time period specified by ICBC; (b) conduct a reasonable investigation of the Breach Incident or non-compliance, provide ICBC with timely updates during the course of such investigation, and keep reasonably detailed records of all Breach Incidents or non-compliance; (c) take all reasonable steps to prevent a recurrence of the Breach Incident or non-compliance; (d) provide ICBC with reasonable assistance in any litigation or investigation against third parties deemed necessary by ICBC to protect the ICBC Personal Information, to the extent such litigation or investigation is related to the Breach Incident or non-compliance; (e) if required by ICBC in its sole discretion, notify any person of the Breach Incident or non-compliance; (f) not inform any third party of a Breach Incident without ICBC's prior written consent unless and to the limited extent disclosure is compelled by applicable laws, and in such case, prior to any such disclosure, you will use commercially reasonable efforts to obtain ICBC's approval regarding the content of such disclosure to minimize any adverse impact to

ICBC and other affected individuals; and (g) provide to ICBC all information reasonably requested by ICBC in relation to the Breach Incident, including any information ICBC considers may be necessary for the purpose of determining whether ICBC must notify affected individuals or regulators, or for the purpose of notifying affected individuals or regulators, whether the notice is required under FIPPA or otherwise.

11. Investigation. You will promptly and fully comply with any investigation, review, order or ruling of the Office of the Information and Privacy Commissioner of British Columbia (or any other regulators as required by applicable laws) in connection with the ICBC Personal Information.

12. Retention and Disposal. Subject to any applicable legal or regulatory obligations, you will not retain any ICBC Personal Information in any form whatsoever longer than is necessary to perform your obligations under the Agreement. Once ICBC Personal Information is no longer so required, you will permanently and securely destroy all ICBC Personal Information and all records thereof in a manner appropriate to its form so the ICBC Personal Information or any portion of it cannot be retrieved, accessed, or used by you or any other person.

13. Notice of Foreign Demand For Disclosure. In this Section, “**Foreign Demand for Disclosure**” means a subpoena, warrant, order, demand, or request for ICBC Personal Information that is from a court, agency, public body, government institution or other authority, outside Canada. You will immediately notify ICBC if you: (a) receive a Foreign Demand for Disclosure or a request to disclose or provide access to ICBC Personal Information which you know or have reason to believe is for the purpose of responding to a Foreign Demand for Disclosure; (b) receive a request from an associate or affiliate to disclose or provide access to ICBC Personal Information which you know or have reason to believe is for the purpose of responding to a Foreign Demand for Disclosure (an “**Affiliate Request**”); or (c) have reason to suspect that a disclosure of ICBC Personal Information has occurred in response to a Foreign Demand for Disclosure. You will not disclose any ICBC Personal Information in response to a Foreign Demand for Disclosure or Affiliate Request and you will at all times act in accordance with your obligations under the Agreement.

14. Termination for Breach. In addition to any other termination rights ICBC may have under the Agreement or otherwise at law or in equity, any breach of this Schedule by you or your Representative will be considered a material breach of the Agreement and will be grounds for immediate termination of the Agreement by ICBC without ICBC having any liability of any kind to you.

Last updated: ~~December 6, 2024~~ August 15, 2025