

Transfer Agreement

Between **Le Comité Européen des Assurances** (“CEA”), an international non-profit organization, with registered seat at 1000 Brussels, Square de Meeûs 29, with enterprise number 0893.193.420 (RPR Brussels),

Represented by Mr Stig Tommy Persson, in his capacity of President of the Board of Directors,

Hereinafter referred to as the “*Transferor*”,

And **Conseil des Bureaux** (“CoB”), an international non-profit organization, with office at 1050 Brussels, Avenue Louise 166, with enterprise number 0877.104.682 (RPR Brussels),

Represented by Mr Ulf Blomgren, in his capacity of President

Hereinafter referred to as the “*Transferee*”,

Hereinafter jointly referred to as the “*Parties*” and individually as a “*Party*”.

Preamble

1.

The Transferor is the European insurance and reinsurance federation and represents all types of insurance and reinsurance undertakings, e.g. pan-European companies, monoliners, mutuals and SME's.

The Transferee is the organization put in charge of the management of the system of international motor insurance cards under the aegis of the Working Party on Road Transport of the Economic Commission for Europe of the United Nations.

2.

Within the framework of the Motor Insurance Directives (see hereunder), three types of bodies were established, namely the guarantee funds (the “*Guarantee Funds*”), compensation bodies (the “*Compensation Bodies*”) and information centres (the “*Information Centres*”) (together referred to as the “*Three Bodies*”).

The framework for the Guarantee Fund was laid down in article 1 (4) of the *Second Council Directive 84/5/EEC of 30 December 1983 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles* (the “*Second motor insurance Directive*”).

The framework for the Compensation Bodies and Information Centres was organized in the *Directive 2000/26/EC of the European Parliament and of the Council of 16 May 2000 on the approximation of the laws of the Member States relating to insurance against civil liability in respect of the use of motor vehicles and amending Council Directives 73/239/EEC and 88/357/EEC* (the “*Fourth motor insurance Directive*”).

Both these directives were replaced by the *Directive 2009/103/EC of the European Parliament and of the Council of 16 September 2009 relating to insurance against civil liability in respect of the use of motor vehicles, and the enforcement of the obligation to insure against such liability* (the “*2009 motor insurance Directive*”).

3.

In the scope of the agreements signed between them, the responsibility for the secretarial services of these bodies was entrusted to the Transferor.

4.

On 14 November 2006, the responsibility for the secretarial services of the Guarantee Funds and Compensation Bodies was transferred to the Transferee.

The Parties now also want to transfer the responsibility for the secretarial services of the Information Centres to the Transferee.

5.

With this agreement, the Parties wish to formalize the transfer of the secretarial services for the Three Bodies and wish to set out the conditions and modalities of this transfer (the “*Agreement*”).

It has been agreed as follows:

Article 1 Transfer

1.1

The Parties hereby confirm that on 14 November 2006 (the “*First Transfer Date*”), the responsibility for the secretarial services of the Guarantee Funds and Compensation Bodies was transferred by the Transferor to the Transferee.

1.2

As of 1 January 2010 (the “*Second Transfer Date*”), the Transferor shall transfer to the Transferee the responsibility for the secretarial services of the Information Centres.



Article 2 Cooperation

The Parties undertake to cooperate and to do all what is necessary to secure the full and proper execution of the transfer of the secretarial services for the Three Bodies.

Article 3 Consequence of transfer and Liability

3.1

As of the First Transfer Date, the Transferee was and is solely responsible for the performance of the secretarial services for the Guarantee Funds and Compensation Bodies.

3.2

As of the Second Transfer Date, the Transferee shall be solely responsible for the performance of the secretarial services for the Information Centres.

3.3

The Transferee assumes full liability for the execution and performance of the secretarial services for the Guarantee Funds and Compensation Bodies, as of the First Transfer Date, and of the Information Centres, as of the Second Transfer Date.

Article 4 Privacy and data protection

The Transferee shall be solely responsible for the collecting and processing of personal data for the purposes of executing the secretarial services for the Three Bodies, if so required. The Transferee will respect all applicable data protection legislation and will be held solely responsible for any violation of this legislation.

Article 5 Warranties and Disclaimer

5.1

The Parties represent and warrant that they are duly authorized and have full power to enter into and perform the Agreement and that they do not violate thereby their respective bylaws, any court order, or license or permit to which they may be subject or any agreement to which they are a party.

5.2

The Parties represent and warrant that, to the best of their knowledge, the Agreement is legal, valid and binding and that they comply with all applicable laws in performing their obligations under the Agreement.

Article 6 Indemnification

The Transferee shall defend and indemnify the Transferor in respect of and against any and all damages, penalties and costs which the Transferor may incur or suffer with regard to the transfer of the secretarial services for the Three Bodies by the Transferee.



This indemnification specifically includes all damages due to breach of the data protection obligations.

Article 7 Assignability

Neither the Agreement nor any rights herein are assignable by either Party without the prior written consent of the other Party.

Article 8 Entire Agreement and invalidity

8.1

The Agreement constitutes the entire agreement and understanding of the Parties with respect to the matters described herein and annuls and replaces all prior proposals, negotiations and agreements written or oral, express or implied, between the Parties with respect to the subject matter hereof.

8.2

No modification or amendment of the Agreement shall be effective unless made in writing, referred to as being a modification or amendment of the Agreement and signed by both Parties.

8.3

In the event that any provision of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the provisions of the Agreement shall remain in full force and effect and shall in no way be affected or invalidated. With respect to the provisions of this Agreement which are held to be invalid or unenforceable, in whole or in part, the Parties shall negotiate in good faith with the intention to replace the invalid provision with a valid one that in its effect complies best with the invalid provision in a manner consistent with their joint intention as expressed herein.

Article 9 Notices

Any notice or communication required to be delivered to either Party pursuant to or in connection with the Agreement shall be given by facsimile or registered mail to the addresses set forth below:

If to the Transferor: Square de Meeus 29, 1000 Brussels
Attn: Michaela Koller, Director General
Fax: +32 2 547 58 19

If to the Transferee: Avenue Louise 166, 1E, 1050 Brussels
Attn: Alain Pire, Secretary General
Fax: +32 2 647 30 04

Or to such other address or representative as either Party may designate by means of a written notice to be sent to the other from time to time.



Article 10 Applicable law and Jurisdiction

10.1

This Agreement shall be governed by and interpreted in accordance with Belgian law.

10.2

Any and all disputes or claims arising out of or relating to the Agreement shall be subject to friendly negotiation between the Parties. Should any such dispute or claim not be settled, it shall, upon initiation by either Party, be submitted to the exclusive jurisdiction of the courts of Brussels.

Executed in Brussels in two (2) copies on 7 December 2009, each Party acknowledging receipt of one fully executed original.

The Transferor

The Transferee



Le Comité Européen des Assurances
Stig Tommy Persson
in his capacity of President



Conseil des Bureaux
Ulf Blomgren
in his capacity of President