

THIS AGREEMENT by way of Licence is made the day of
2017 BETWEEN **THE MINISTER FOR BUSINESS, ENTERPRISE AND
INNOVATION** of Kildare Street, Dublin 2 (hereinafter called “the Minister”,
which expression shall, where the context so admits or requires, include his successors and
assigns) of the One Part and

LIMITED having its registered office at
(hereinafter called “the Licensee”) of the Other Part.

WHEREAS:

- A. (i) The Minister, pursuant to Section 887 of the Companies Act 2014, (hereinafter referred to as “the Act of 2014”) maintains and administers an office for the purpose of the registration of companies under the Companies Act 2014, and has appointed a Registrar of Companies (hereinafter referred to as “the Registrar”) for that purpose. The Minister, pursuant to section 15 of the Registration of Business Names Act 1963 (hereinafter referred to as the “RBN Act 1963”), has appointed the Registrar to be the registrar for the purposes of the RBN Act 1963.
- (ii) The Registrar keeps and maintains a Register or Registers of certain documents supplied to her, pursuant to obligations in that behalf arising under and by virtue of the Companies Act 2014 by companies and certain persons having certain dealings with companies, including liquidators and receivers in respect of such companies. The Registrar also keeps a Register of Business Names on foot of certain documents supplied to her, pursuant to obligations in that behalf arising under and by virtue of the RBN Act 1963, by persons applying for registration under that Act.
- (iii) Under and by virtue of Section 891 of the Act of 2014, any person may (a) inspect the documents kept by the Registrar, on payment of such fee as may be fixed from time to time by the Minister, and (b) require a Certificate of the incorporation of any company, or copy or extract of any such document or any

part of any other document to be certified by the Registrar, on payment for the Certificate, certified copy or extract, of such fee as the Minister may fix. Under and by virtue of Section 16 of the RBN Act 1963, any person may (a) inspect the documents kept by the Registrar, on payment of such fee as may be prescribed, and (b) require a certificate of the registration of any person, or a copy of or extract from any other document or any part of any other document to be certified by the Registrar, on payment for the certificate, certified copy or extract, of such fee as the Minister may prescribe.

- (iv) Under and by virtue of Section 214 of the Companies Act 2014, the power conferred on a company by Section 213(1) of the Act of 2014 to keep a Register or other record by recording the matter in question otherwise than by making entries in bound books, includes power to keep the Register or other record, other than the Minute Book kept pursuant to Section 166 of the Act of 2014, by recording the matters in question otherwise than in a legible form so long as the recording is capable of being reproduced in a legible form.
- (v) The Registrar, for the better management and performance of her functions and duties pursuant to the Companies Act 2014, and of her functions and duties pursuant to the Registration of Business Names Act 1963, and under the direction of the Minister, has caused substantial investment to be made in and about the obtaining, compiling and presentation of a database of such documents and the data as has been furnished to her as aforesaid, and is now compiling and proposes, in the future, to compile a database which shall be an extract of such information, facts and data as is now and will hereafter be furnished to her, arranged in a systematic or a methodical way, and individually accessible, by means which include electronic, electromagnetic or electro-optical process or analogous process and will incur a further substantial investment in obtaining and presenting the contents of such database (which database is hereinafter referred to as “the Registrar’s Database”).
- (vi) The Registrar has compiled the records and information and data supplied to her prior to the date of this Agreement, arranged in a systematic or methodical

way and individually accessible, by scanning the documents filed with her to a computer-based document system so as to form part of her Database, which records, information and data are hereinafter referred to as the “Back File”. The Registrar intends to transfer the Back File to appropriate Media for transmission to appropriate licensees.

- (vii) The Registrar intends to compile the records and information and data supplied to her in the future, on an every working-day basis, arranged in a systematic or methodical way and individually accessible, by scanning the documents filed with her to a computer-based document image system so as to form part of her Database. The Registrar intends to transfer these images to appropriate Media for transmission to appropriate licensees.
- (viii) The fees for the provision of the foregoing extracts from the Registrar’s Database are fixed by the Minister pursuant to Section 891 of the Companies Act 2014, and Section 16(1) of the RBN Act 1963, or any Act amending, extending, repealing or replacing either of the foregoing, and are set out in Clause 7 to this Agreement under the heading “Tariff”, and are subject to review as therein provided.
- (ix) The copyright in the Registrar’s Database is a Government Copyright under and by virtue of Section 191 of the Copyright and Related Rights Act, 2000 (hereinafter referred to as “the Copyright Act of 2000”), as the Licensee hereby ACKNOWLEDGES AND ADMITS.
- (x) The Licensee hereby ACKNOWLEDGES AND ADMITS that the Registrar’s Database is an original Database within the meaning of and for the purposes of the Copyright Act of 2000, and that a Database Right, within the meaning of Section 321 of the Copyright Act of 2000 exists in respect thereof and that the Government is the maker of that said Database.

- B. (i) The Licensee operates a computerised information service which enables its own clients to have access to information prepared by it, the Licensee, from a number of sources and stored in the Licensee's central computer system (which database is hereinafter referred to as "the Licensee's Database").
- (ii) The Licensee wishes to obtain and use, on an ongoing basis, in connection with its business aforesaid, certain documents and data from the Registrar's Database, in order to augment and/or improve the Licensee's Database for access by its clients, and has requested the Registrar to supply the Media as hereinafter defined, the Back File to be supplied to it by the Registrar on a one-off basis, and the remainder of the Media to be supplied to it by the Registrar on an ongoing basis, and to license or permit it to use the same, and the Minister has agreed, for the fee hereinafter stated, and on the terms and subject to the conditions hereinafter contained, so to do.
- (iii) The Licensee hereby ACKNOWLEDGES that it, the Licensee, has been made aware that other persons have applied to the Registrar for a like or similar Licence or Licences and facilities, and that the Registrar intends to make a like facility or a like or similar Licence available to other persons or bodies, and that a like facility or a like or similar Licence has already been made available by the Registrar to other persons or bodies, and that the Registrar intends to and will continue to perform her statutory duties to the public under Section 891 of the Companies Act 2014, and under section 16 of the Registration of Business Names Act 1963, and any amendment or amendments thereof that may from time to time be made thereto, and that she intends to upgrade and endeavour to further upgrade the services and facilities which she offers to the public, and the mode and manner in which the same are and shall be provided to the public, and that the Licence being hereby granted to the Licensee is granted on a non-exclusive basis, and WITHOUT PREJUDICE to the manner and mode in which the Registrar may continue to perform her duties and functions to the public, and others, in the future.

C. NOW IT IS HEREBY AGREED by and between the Minister and the Licensee as follows:

1. DEFINITIONS:

In this Agreement, the following words and expressions shall, where the context so admits or requires, bear the following meanings:

- (a) “The Companies Act” means the Companies Act 2014, and any Act amending, extending, repealing or replacing same.
- (b) “The Copyright Acts” means the Copyright and Related Rights Acts, 2000 to 2007, and any Act amending, extending, repealing or replacing same.
- (c) “The Data Protection Acts” means the Data Protection Acts, 1988-2003, and any Act amending, extending, repealing or replacing same.
- (d) “Data” means the documents and information specified in the First Schedule hereto.
- (e) “Media” means the mode of storage, transfer and retrieval referred to in Recitals A.(vi) and (vii) above and specified in the Second Schedule hereto
- (f) “Medium” means the method of transfer of Data referred to in Recitals A. (vi) and (vii) above, and specified in the Second Schedule hereto PROVIDED ALWAYS however that such media may, as the Registrar may, from time to time, in her sole discretion, and subject to the provision in that behalf hereinafter contained, determine and when and so often as she may so determine, be altered so as to become the physical material for storage, transfer and retrieval used or to be used by the Registrar in supplying the Data specified in the First Schedule paragraph (a) hereto PROVIDED ALWAYS however that such medium may, as the Registrar may, from time to time, in her sole discretion, and subject to the provision in that behalf hereinafter

contained, determine and when and so often as she may so determine, be altered so as to become and be the manner of transfer of Data pursuant to this Licence.

- (g) “Personal Data” means data in relation to a living person who can be identified either from the data or from the data in connection with other information in the possession of the Data Controller, or as defined in Section 1(i) of the Data Protection Act, 1988, or any Act amending, extending, repealing or replacing the same.
- (h) “Direct Marketing Purpose” means for the purpose of advertising or promoting a particular product or service or products and services.
- (i) “Substantial” in relation to the extraction or re-utilisation of the Data means substantial in terms of quantity or quality, or a combination of both.
- (j) “A Value Added Product” means a product consisting of Data supplied to or taken by the Licensee hereunder in its supplied raw state, loaded onto databases, processed and reformatted with data, whether obtained from other sources or not, and/or analysed, so as to add value to the raw data, and so as to create derived information, for incorporation in products and services of the Licensee, before being supplied on to any customer or customers of the Licensee.

PROVIDED ALWAYS, for the purposes of sub-clause (d) above, subject as hereinafter provided, the specification for the Data may be modified from time to time by the Registrar in such manner as she, the Registrar for the time being, shall consider reasonable having regard to her functions and duties under the Companies Act, and as provided for in the Regulations made, from time to time, by the Minister, but bearing in mind the interest of the Licensee hereunder and of the interests of all other Licensees under similar arrangements. Before implementing any modification as aforesaid, and whenever she, the Registrar, proposes to modify the specification, the

Registrar shall first notify the Licensee in writing, and all other Licensees under similar Licences to this Licence as may be affected by such modification, that she proposes to modify the specification and the manner in which she proposes so to do, and the date, not being a date less than two calendar months thereafter, on which she proposes to implement the aforesaid modification to the specification. In the event that the Licensee considers that the Registrar is acting unreasonably, it shall, within the period of ten working days from the date of receipt of the said modification aforesaid from the Registrar, inform the Registrar in writing, that it considers that the Registrar is not acting reasonably in and about the making of the proposed modification to the specification, and the reason why it so considers that the Registrar is acting unreasonably; in the event that the Licensee does not serve any such Notice within the said period of ten working days as aforesaid, (and for this purpose time shall be of the essence), the Licensee shall be deemed not to have any objection to the proposed modification. In the event that some other Licensee holding under a like or similar Licence notifies the Registrar within the said period of ten working days that it objects to the said modification, and the reasons therefore, the Registrar shall so inform the Licensee of the said reasons, - but not the name of the Licensee so objecting. In the event of the Registrar being unwilling or unable, in her sole discretion, to reach agreement with the Licensee hereunder so objecting, or the Licensee under some other Licence so objecting within a period of ten working days from the date of receipt of such notification from the Licensee or such other Licensee, the Registrar shall refer the dispute to such person, for his determination, as may be nominated for that purpose by the President for the time being of the Law Society of Ireland, and the Registrar shall not implement the proposed modification of the specification pending the determination of the dispute by such person as aforesaid, the fees of such person to be borne equally by the Registrar and the Licensee hereunder so objecting or the Licensee so objecting, and in the event of more than one Licensee objecting, shall be borne as to one half thereof by the Registrar, and as to the other half thereof by the Licensees so objecting.

2. IT IS HEREBY AGREED AND DECLARED between the Minister and the Licensee as follows:

(a) PROVIDED ALWAYS FURTHER that for the purposes of the foregoing sub-clauses, and in particular sub-clause 1(i) above, it is hereby AGREED AND DECLARED that in the event of any dispute arising as to whether, in any particular event or events, a part of the Database is or any particular user of any part, parts or portion of the Database is (i) an insubstantial part or parts of the Registrar's Database or (ii) a substantial part, parts or portion thereof, and in the event of the Licensee and the Registrar not being able, within seven working days of the dispute or difference arising, or such longer period as may be agreed between the Licensee and the Registrar, to resolve the dispute or difference, the dispute may be referred, at the request of either the Registrar or the Licensee, to such person, for his determination, as may be nominated by the President for the time being of the Law Society of Ireland, and the fees and expenses of such person so nominated or appointed by the President shall be borne and paid by such party as the said Arbitrator shall direct, and in default of direction by the said person, be paid equally by the Registrar and the Licensee.

3. **TERM:**

This Agreement shall be deemed to commence on the date of signing hereof and shall continue in full force and effect, unless determined in accordance with the provisions in that behalf hereinafter contained, until the **30th day of December 2017**, and if not determined at that time by either party, shall continue in full force and effect from year to year until it is determined by either party giving to the other not less than six months prior notice in writing determining at any time.

4. **DELIVERY OF DATA:**

(a) The Registrar shall supply to the Licensee the Data in the manner, format and at the frequency specified in the Second Schedule hereto PROVIDED ALWAYS that neither the Minister nor the Registrar shall

be liable for any penalty, loss, injury, damage or expense arising from any delay in delivery of the Data to the Licensee which may be caused by strikes, lock-outs, breakdown of machinery or equipment, and/or any other circumstances or which are outside the control of the Registrar, nor shall any delay or failure on the part of the Registrar to deliver the Data in due time, entitle the Licensee to repudiate this Agreement.

- (b) In the event that the Data specified in the First Schedule paragraph (a) is not supplied by the Registrar to the Licensee in accordance with the terms of the Second Schedule hereto, in that it is made available to the Licensee later than close of business after the third working day after the date on which the Data was scanned onto the Registrar's computer system, which delay was not attributable to any of the causes specified in clause 4(a) above, the Licensee shall be entitled to a rebate of €253.44 upon each occasion of such delay, being the pro-rata cost of one working day's Data having regard to the amount of the applicable annual Tariff laid down in Clause 7(a)(i) hereof, and neither the Minister nor the Registrar shall be liable for any further penalty, or for any loss, injury, damage or expense arising from any delay in delivery of the Data in question to the Licensee. In this regard, for the purposes of determining any credit due to the Licensee in respect of the late delivery of Data, it shall be assumed, for the purposes of this sub-clause, that there are 250 working days in any one year during the currency of this Licence.
- (c) The Licensee shall have the right to make inquiries about the Data, and for such purposes, the Registrar will designate one or more of her staff to deal with such inquiries and such inquiries as may be made by any other person, persons or body enjoying the like or similar rights to those of the Licensee hereunder. The Registrar will use her best endeavours to ensure that such inquiries are replied to as soon as is reasonably practicable.

- (d) The Registrar shall have the right as aforesaid to alter or modify the format or specification of the Data, subject as hereinbefore provided.

5. LICENCE TO USE:

In consideration of the payment of the Tariff and the entitlement to services the same are hereby reserved, the Minister hereby LICENCES AND PERMITS the Licensee, in common with the Registrar, and also in common with all other persons or bodies as may, from time to time, be granted a like or similar right or permission as are hereby Granted and Permitted to the Licensee and all other persons duly authorised by law, subject to and on the terms and conditions herein, to USE the Data for the following purposes, but SUBJECT TO the following conditions and limitations:

- (a) Subject to the following sub-clauses, the Licensee may, as a lawful user, do any of the acts permitted to be done by a lawful user under or by virtue of the Copyright Acts of 2000 to 2007, and the Data Protection Acts, 1998 to 2003.
- (b) In respect of those companies as are specified in the Third Schedule hereto, the Licensee, whether acting by itself, its servants or agents, shall not be entitled to sell, distribute, publish, supply or apply the Data, either in its entirety or substantially in its entirety, in its raw state or original format as supplied hereunder to any of those companies otherwise than at a price which equals or exceeds 120% of the price for the time being paid or payable by the Licensee hereunder.
- (c) Subject to sub-clause (b) above, the Licensee, whether acting by itself, its servants or agents, shall be entitled to permit any customer or customers of the Licensee, on a pay-per-document retrieved basis only, to have access to any part of the Data in its image form
- (d) Subject to sub-clauses (b) and (c) above, not to sell, distribute, publish, supply or apply the Data supplied hereunder to any customer of the Licensee other than as value added data or a Value Added Product.

- (e) Not to utilise, distribute, publish, supply or apply any part, parts or portion of the Data for direct marketing purposes to home or residential addresses, and to impose a similar condition on any of its customers to which it sells, distributes, publishes, supplies or applies the Data, or any part or parts or portion of it or any Data supplied hereunder which has been reformatted, and to which no additional data of the Licensee itself has been added to, and the Licensee shall equally impose this prohibition on its own customers.
 - (f) Subject to the sub-clauses (a), (b), (c) (d) and (e), the Licensee shall be entitled to extract or utilise or re-utilise insubstantial parts of the Registrar's Database for any lawful purpose. For the purposes of determining what is an "insubstantial part or parts of the Registrar's Database", the provisions of Section 324(3) of the Copyright Act of 2000 shall apply hereto, and shall be deemed to apply herein as written herein *ad longum*.
 - (g) Not to use the Data, or any parts or part or portion of the Data, or allow the Data or any parts or part or portion of the Data to be used for any purpose which is an illegal, immoral, fraudulent or dishonest purpose, or in support of any such illegal, immoral, fraudulent or dishonest purpose, and to impose a similar condition on any of its customers to which it sells, distributes, publishes or applies the Data, or any parts, part or portion thereof.
 - (h) Not to use the Data, or any parts or part or portion of the Data, or to allow the Data or any part, parts or portion of the Data to be used for any purpose other than as permitted above.
6. (a) PROVIDED ALWAYS that for the purposes of sub-clauses (d) and (e) of Clause 5 above, the Data as supplied to the Licensee shall not be published or supplied or furnished by the Licensee to any third party, either in its entirety or substantially in its entirety or as to any

substantial part or portion thereof or which unreasonably prejudices the legitimate interests of the Government as maker of the Registrar's Database or the legitimate interests of the Registrar in or about the performance of her functions and duties under the Companies Act 2014, or under the RBN Act 1963, or any Regulations made under the said Acts by the Minister, or any Section thereof.

(b) AND FURTHER PROVIDED ALWAYS that for the purposes of sub-clause (b) of Clause 5 above, the Registrar shall be entitled during the continuance and currency of this Licence by notice in writing to be given by or on behalf of the Registrar to the Licensee, and to be given or sent by the Registrar to the Licensee within twenty-one days after 15th July and/or 15th December of each or any year of the term of this Licence, in her absolute discretion, to delete the name of any of the companies or bodies specified in the Third Schedule hereto and/or to add the name of any other company or Licensee which is then or has become a customer of the Registrar and has taken a Licence or has agreed to take a Licence from the Minister, and in respect of any company or body which is listed in the Third Schedule hereto to substitute any associated company of any company listed in the Third Schedule hereto in lieu of a company specified from time to time in the said Third Schedule in lieu of the original company.

(i) The Registrar shall, within the said period of twenty-one days of 15th July and/or 15th December, and having made such an addition or substitution to the said List as aforesaid, send a copy of the Revised Third Schedule to the Licensee, by fax or by e-mail, and thereupon the Licensee shall be bound by such revised list or Third Schedule as if the same had been incorporated into and become part of these Presents.

(ii) This Licence is personal to the Licensee. The Licensee shall give notice in writing to the Registrar of any proposed or actual change in the control of the Licensee, stating the nature of the

proposed change and the identity of the party or parties involved.

(iii) Upon receipt of notice given under the preceding sub-clause, or if the Licensee fails to give notice under the said preceding clause, then upon becoming so aware that there has been a change in the control of the Licensee, the Registrar shall have thirty days within which to terminate this Licence by giving three months' notice in writing to the Licensee, upon the expiration of which said period the Registrar's right to terminate shall expire.

(iv) If the Registrar exercises her right to terminate this Licence pursuant to the provisions of the sub-clause hereinbefore contained, she shall then offer to enter into a new Licence Agreement with the Licensee for the balance of the term of this Licence, but otherwise in exactly similar terms to this Licence.

(c) AND FURTHER PROVIDED ALWAYS and the Licensee hereby AGREES with the Minister and with the Registrar as follows:

(i) That the Registrar shall be entitled to and shall maintain:

(a) a Fair Processing Notice on her website listing the identity of, *inter alia*, the Licensee and each other Licensee specified in the Third Schedule hereto and, where each such Licensee has nominated a representative for the purposes of the Data Protection Acts, the identity of such representative or representatives,

and

(b) A link on the Registrar's website to the Licensee's website so as to enable the viewer to check the Licensee's website.

(ii) The Licensee shall, for the purposes of the Data Protection Acts, maintain on its website where it has nominated a representative for the purposes of the Data Protection Acts, the identity of such representative.

7. **TARIFF:**

(a) In consideration of the Licence and Permit aforesaid, and subject to the provisions hereinafter contained as to the review by the Registrar of the Tariff payable hereunder, and on the terms and conditions herein, the Licensee shall pay to the Registrar the following Tariff:

(i) **€63,360 per annum** in respect of the supply of the data specified in recital A.(vii)/First Schedule paragraph(a) hereof;

This element of the Tariff shall be payable monthly in advance on the first working day of each calendar month, the first payment of €5,280 to be made on the date of signing hereof and each subsequent payment is to be made on a monthly basis as aforesaid during each succeeding year during the continuance of this Agreement.

(ii) In respect of the Back File, an amount of **€192,580** shall be paid to the Registrar by the Licensee;

This element of the Tariff is a one-off payment and shall be paid by the Licensee to the Registrar on execution of this Agreement by the Licensee and in any event not later than two weeks after that date.

(b) **IT IS HEREBY AGREED AND DECLARED** that at any time after 1st day of December 2017, the Minister shall be entitled to review the Tariff payable pursuant to Clause 7(a)(i) by giving three months notice in writing by his Agent, the Registrar, to the Licensee. The revised Tariff shall be that fixed by the Minister pursuant to Section 891 of the Companies Act 2014 and Section 16 RBN Act 1963, and shall be such Tariff or fees determined by the Minister at the time of or within two months of the

giving of the said Notice; the said Notice of increase shall be conclusive as to the amount of the revised Tariff if given by the Registrar, in writing, to the Licensee.

(c) IT IS AGREED AND DECLARED that the Revised Tariff pursuant to Clause 7(a)(i) shall be payable on the first day on which the Tariff would have been paid after the expiration of the said period of three months specified in the said Notice. During the said period of three months Notice, the Licensee shall be entitled to terminate this Agreement by giving to the Registrar one month's written notice of termination.

(d) (i) IT IS HEREBY AGREED AND DECLARED that if any Payment of the said Tariff payable pursuant to Clause 7(a)(i) and/or 7(a)(ii), or the revised Tariff payable pursuant to Clause 7(a)(i), shall be in arrears, and shall not be paid in full within ten days of the due date for payment thereof, then and in such event the Minister, acting by his Agent, the Registrar, may SUSPEND the supply of the Data to the Licensee, and may further, on first giving seven days' notice in writing to the Licensee after the expiration of the said period of ten days aforesaid, of his INTENTION to revoke the Licence and Permission hereby granted to use the Data, and if the said payment is not made within the said further period of seven days, then, on the expiration of the said period of seven days, this Licence and Permission shall be hereby REVOKED and be at an END, and the Licence and Permission hereby granted to use the Data shall thereupon forthwith absolutely CEASE AND DETERMINE.

(ii) IT IS HEREBY AGREED AND DECLARED that TIME shall be of the ESSENCE of this Agreement for the purposes of this Clause.

8. **BACKUP SERVICES TO BE PROVIDED BY THE REGISTRAR:**

(a) In addition to the provision of the Data as hereinbefore agreed to be provided, the Registrar shall provide, or cause to be provided, a telephone support line between the hours of 10 a.m. and 4 p.m., Monday to Friday (save and except for Public and Bank Holidays), or

on such other days on which the Data may be produced by the Registrar, to deal with or endeavour to deal with any technical questions which the Licensee may have concerning the Data.

- (b) The Registrar shall make available to the Licensee a reasonable amount of time, to be determined at the sole and absolute discretion of the Registrar, of the staff of the Registrar to consult with the technical and professional staff of the Licensee. In the event that such consultation involves the incurring of travelling and ancillary expenses by the staff of the Registrar, the amount of such expenses will be negotiated and agreed in advance by and between the Licensee and the Registrar, or such officer of the Registrar as the Registrar may nominate for that purpose, and will be reimbursed by the Licensee to the Registrar SAVE AND EXCEPT where such consultations are necessitated by some fault, error or failure in the Data supplied.

9. **ACKNOWLEDGEMENT: NO WARRANTY AS TO ACCURACY:**

- (i) The Licensee hereby acknowledges that it is aware that the information contained in the Data and the Registrar's Database has been and is being supplied to the Registrar by or on behalf of companies and other persons, pursuant to statutory obligation. The Licensee acknowledges that although very basic checks may have been carried out on the information, its content has not been verified and that it has been accepted by the Registrar in good faith and further acknowledges that the fact that information is on the public record should not be taken to and does not indicate that the Registrar has approved, checked, verified or validated it in any way. The Registrar makes no representations and gives no warranty in respect of the accuracy, adequacy, veracity or completeness of any information contained in the Data where that information has been supplied to the Registrar by a third party.
- (ii) The Licensee is wholly responsible for assessing whether the Data is suitable for its purpose and for ensuring that those to whom it sells,

supplies, distributes or publishes the Data under Clause 5 hereof are aware of or are given notice of the matters set out in Clause 9(i) hereof.

- (iii) The Licensee hereby ACCEPTS AND AGREES that neither the Minister nor the Registrar shall be liable to the Licensee, or to any client or customer of the Licensee, or any person claiming under or through the Licensee, for any loss or damage, or any costs or expenses arising out of or by virtue of any inaccuracy or untrue or incorrect information contained in the information and particulars, or any part thereof, supplied to the Registrar by or on behalf of any company, or any professional person, pursuant to statute or otherwise, or at all.

10. **NOTIFICATION OF FACTUAL ERRORS:**

- (a) In the event of the Licensee ascertaining the existence of any factual error in the Data that may arise from a processing error on the part of the Registrar, it shall forthwith notify the Registrar, by e-mail, of said factual error, and what the error is, and if the error notified by the Licensee arose from a processing error, the Registrar shall make whatever amendment is appropriate, if any, and shall notify said amendment to the Licensee by email.
- (b) Where the Registrar has made an amendment of foot of a notification received under subparagraph (a), the Licensee shall notify the Registrar, on request, by email of the total number of its customers to whom the factually erroneous material has been supplied by the Licensee and shall confirm to the Registrar in writing that all its customers who accessed the factually erroneous material have been contacted by the Licensee and made aware of the error and have been supplied by the Licensee with the amendment thereto.
- (c) In the event of the Registrar becoming aware of any factual error in the Data which has been supplied to the Licensee arising from a processing error on the part of the Companies Registration Office, she

shall make whatever amendment is appropriate and shall notify said amendment by email to the Licensee and the Licensee shall

(i) notify the Registrar, by email, of details of the number of customers to whom the factually erroneous material has been supplied by the Licensee

and

(ii) shall confirm to the Registrar in writing that all its customers who accessed the factually erroneous material have been contacted by the Licensee and made aware of the error and have been supplied by the Licensee with the amendment thereto.

11. **LICENSEE'S COVENANTS:**

- (i) The Licensee hereby COVENANTS AND AGREES with the Minister and with the Registrar, and each of them, that it shall comply with the provisions of the Data Protection Acts, and in particular with the provisions of Section 2, Section 2(1)(a), (b), (c) and (d), Section 6 and Section 6(2)(a) and (b) of the Data Protection Act, 1988, as amended.
- (ii) On receipt of any direction in writing from the Registrar, and whensoever the same shall occur, the Licensee shall update or amend information contained in the Data in accordance with a direction in writing from the Registrar, and shall do so with all due expedition.
- (iii) Where the Licensee anticipates that personal data supplied hereunder will be processed for the purposes of direct marketing, the Licensee shall offer those persons whose data will be so processed a cost-free opportunity to object in advance to receiving direct marketing.

12. **DENIAL OF PARTNERSHIP:**

This Agreement shall not operate so as to create a partnership, relationship or agency or joint venture of any kind between the Minister or the Registrar and the Licensee.

13. **ENTIRE AGREEMENT:**

This Agreement constitutes the entire agreement and understanding of the parties, and supersedes any previous agreement between the parties relating to the subject matter of this Agreement.

14. **COPYRIGHT: DATABASE RIGHT**

(a) The Licensee hereby ACKNOWLEDGES AND ADMITS (i) that the Registrar's Database is an original Database, the maker of which is, or is deemed to be the Government, and (ii) the "Database Right" as defined in the Act of 2000 of the Government therein and thereover, and (iii) that it, the Licensee, uses the same by the Permission and Licence of the Government, and on the terms and conditions herein contained.

(b) The Licensee hereby ACKNOWLEDGES that the copyright in the Data is a Government copyright, and that it uses and reproduces the Data and extracts therefrom by the Permission and Licence of the Government and on the terms and conditions herein contained.

15. **TERMINATION:**

(a) Notwithstanding any other provisions herein contained and WITHOUT PREJUDICE to the provisions of Clause 7 hereinbefore contained, this Agreement may be terminated by the Licensee at any time during the currency of the Agreement, without liability for compensation or damages, by six months notice in writing to the Registrar.

(b) Notwithstanding any other provisions herein contained and WITHOUT PREJUDICE to the provisions of Clause 7 hereinbefore contained, this Agreement may be terminated forthwith by either party, without liability for compensation or damages, by notice in writing to the other party, given by whichever party is not at fault, if any of the following events occur, namely:

- (i) If the other party commits any breach of the terms or conditions of this Licence and fails to remedy such breach, or insofar as such breach is not capable of remedy, to furnish adequate compensation in respect of same within thirty days after receiving written notice from the party not at fault, requiring it so to do;
- (ii) If the other party shall present a Petition or have a Petition presented by a creditor for its winding up or enter into compulsory or voluntary liquidation (other than for the purpose of a bona fide reconstruction or amalgamation), or shall have a Receiver appointed over all or any of its undertakings or assets.
- (iii) If the other party shall be, or shall be deemed, for the purposes of or within the meaning of the Companies Act 2014, to be unable to pay its debts, or shall cease to carry on business.

(c) In the event of termination by the Licensee of this Agreement prior to its determination by efflux of time, the Licensee shall be entitled to recover from the Registrar any monthly payment under Clause 7(a)(i) which shall have been paid in advance, in respect of the particular month in which the Licence hereby granted is terminated.

16.

EXTENT OF LIABILITY AND INDEMNITY:

Neither the Registrar nor the Minister shall be liable to the Licensee in respect of any loss or damage arising from any negligence or breach of duty on the part of the Registrar or Minister or any member of the staff of the Registrar in connection with the performance or purported performance of or a failure to perform this Licence and Agreement and the duties of the Registrar or the Minister hereunder. Subject as hereinafter provided, the Minister agrees to indemnify the Licensee in respect of any losses arising from wilful misconduct on the part of the Registrar or any member of his staff, his servants or agents, provided however that such liability shall not exceed €25,000 in respect of any

one claim, and so that the maximum liability of the Minister and/or the Registrar under this Agreement shall not exceed €63,360.

17. **FORCE MAJEURE:**

Neither party shall be liable to the other in respect of anything which, apart from this provision, may constitute a breach of this Licence arising by reason of Force Majeure, namely circumstances beyond the control of the Registrar or the Licensee, which events shall include (but shall not be limited to) acts of God, perils of the sea or air, fire, flood, drought, explosion, sabotage, accident, embargo, riot, civil commotion or civil authority, including acts of local government and parliamentary authority.

18. **WAIVER:**

Failure or neglect by the Licensee or the Minister or the Registrar to enforce, at any time, any of the provisions hereof, shall not be construed as nor shall same be deemed to affect the validity of the Licence hereby granted, or prejudice any right of the Minister to terminate this Agreement pursuant to the provisions in that behalf hereinbefore contained.

19. **NOTICES**

(i) Any Notice required to be given to the Minister or to the Registrar may be delivered by hand for the Registrar's attention to Bloom House, Gloucester Place Lower, Dublin 1 or by e-mail to Maureen.osullivan@dbei.gov.ie and when delivered by hand shall be deemed to have been delivered at the time and date the same is delivered and when sent by e-mail, shall be deemed to have been delivered when the same is sent. In the event of a change in address or e-mail address during the currency of this Agreement, the Licensee will be notified in advance of such change.

(ii) Any Notice required to be sent or delivered to the Licensee may be delivered by hand or by e-mail to [], and when delivered by hand shall be deemed to have been delivered at the time and date the same is delivered and when sent e-mail, shall be deemed to have been delivered

when the same is sent. In the event of a change in address or in e-mail address during the currency of this Agreement, the Licensee will notify the Registrar in advance of such change.

20. **HEADINGS:**

The headings of the terms and conditions herein contained are inserted for ease of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Licence.

FIRST SCHEDULE

DESCRIPTION OF DATA TO BE SUPPLIED BY THE REGISTRAR

(a) The images of all documents relating to registered companies and all documents relating to the registration of persons pursuant to the Registration of Business Names Act 1963 that are scanned on to the Registrar's computer system as and from the date of execution of this Agreement and the Database information necessary to identify the images furnished.

The Registrar will furnish the said Data by close of business on the third working day after the date on which the documents are scanned on to the Registrar's own computer system PROVIDED however, and WITHOUT PREJUDICE to the foregoing, the Registrar will use her best endeavours to make the aforesaid images available to the Licensee by close of business on the next working day following the date on which the documents are scanned onto the Registrar's computer system.

(b) The Back File, being the images of all documents relating to registered companies and all documents relating to the registration of persons pursuant to the Registration of Business Names Act 1963 that had been scanned onto the Registrar's own computer system prior to the date of execution of this agreement, and the Database information necessary to identify the images furnished, which data will be furnished to the Licensee by the Registrar after execution of this Agreement by the Licensee within two weeks of payment by the Licensee of the Tariff laid down in Clause 7(a)(ii) of this Agreement.

SECOND SCHEDULE

<u>Data</u>	<u>Media</u>	<u>Frequency</u>
Per First Schedule paragraph (a)	Electronic Download of files via the Internet, utilizing a username and password that has been allocated by the Registrar to the Licensee	On every working day
Per First Schedule paragraph (b)	External Hard Drive	One single supply

The Data specified in the First Schedule paragraph (a) will be made available to the Licensee in the manner specified in the above Table by close of business on the third working day after the date on which the documents are scanned onto the Registrar's computer system PROVIDED however and WITHOUT PREJUDICE to the foregoing, the Registrar will use her best endeavours to make the images available to the Licensee by close of business on the next working day following the date on which the documents are scanned onto the Registrar's computer system.

In the event that the Registrar is, for any reason whatsoever, unable to supply the Data specified in the First Schedule paragraph (a) in the manner specified in the above Table, and during the period of such inability only, the Data will be made available by the Registrar on DVD which will be available for collection by the Licensee, by close of business on the third working day after the date on which the documents are scanned onto the Registrar's computer system, from the Public Office of the CRO, Ground Floor, Gloucester Place Lower, Dublin 1 between the hours of 10am to 1pm and 2.15pm to 4.30pm, Monday to Friday, excluding Bank and Public Holidays, or at such other location as may first be notified by the Registrar to the Licensee, in writing, and at such other times as may be agreed by the Registrar and Licensee, PROVIDED however and WITHOUT PREJUDICE to the foregoing, the Registrar will use her best endeavours to make the images so available to the Licensee by close of business on the next working day following the date on which the documents are scanned onto the Registrar's computer system.

The Data specified in the First Schedule paragraph (b) will be made available to the Licensee after execution of this Agreement by the Licensee within two weeks of payment by the Licensee of the Tariff laid down in Clause 7(a)(ii) of this Agreement.

THIRD SCHEDULE

List of Companies or Bodies pursuant to Clause 5(b) of the within Agreement

IN WITNESS WHEREOF the Official Seal of the Minister for Business, Enterprise and Innovation and the Common Seal of Limited have hereunto been affixed the day and year first herein WRITTEN.

PRESENT when the Official Seal of the Minister for Business, Enterprise and Innovation was affixed hereto and was authenticated by the signature of (signatory)_____

Name of Witness:

Address:

Occupation:

(Signatory)

A person authorised by section 15(1) of the Ministers and Secretaries Act, 1924 to authenticate the seal of the said Minister.

PRESENT when the Common Seal of Limited was affixed hereto:

Name of Witness:

Address:

Occupation:

Director

Director/Secretary

**The Minister for Business, Enterprise
and Innovation**

Licensor

-and-

LIMITED

Licensee

LICENCE

The Chief State Solicitors Office
Osmond House
Little Ship Street
Dublin 8

Images (incl. back file) Dec 2017