

General Terms & Conditions (“GT&Cs”)

1. **Objective. Contracted Services.** The Client hires IM so that the latter will provide the following services: i) Scanning; ii) Digitalization; iii) Indexing (pictures associated data and make it available to the Client through Web platforms or any other means determined by the Client, be it the property of IM or property of the Client); iv) Business Process Management through platforms (either property of the Customer/Client or IM) by integration originated from multiple systems; v) The storage of images in high availability hostings (access via internet using a custom interface and unlimited consultations); vi) Management of active files, (hereinafter the "Services").. The Parties agree that the images, indexes and all documentation is the property of the Client. For purposes of this Agreement, "Deposits and / or files" mean any of the scanned images obtained from the material that has been scanned, digitized and stored or otherwise processed by IM with respect to the Services, in accordance with this Agreement.
2. **Term.** This Agreement shall be understood as automatically renewed for similar term and successive periods as mentioned in the Initial Term, except if any of the parties give notice to the other in writing of its desire not to renew it with at least a 60 business days notice prior to the expiration date of this Agreement or each of the extensions, as applicable.
In the event of an early termination of this Agreement by the Client, the Client shall have performed each and every one of its obligations hereunder, specifically its payment obligation, including: i) Payment for early termination of such services not accrued according to the agreed commercials; ii) costs and/or expenses in connection with the return of the Deposits; and iii) Any other amount due and payable to IM by reason of entering into this Agreement.
3. **Charges.** All applicable taxes shall apply to the prices established in said Exhibit, and said taxes shall be borne by the Client. The monthly payment of the purchase consideration, as well as the billing for the services covered by this Agreement shall be paid in INR. Payments arising out of the fees for deposit or storage services shall be paid monthly in advance; (II) payments arising out of the fees for other services shall be paid monthly in arrears in accordance to the service actually rendered during each relevant monthly period
4. **Characteristics of the information delivered to IM.** The Client shall deliver to IM the information in a uniform matter and that there are no differences of more or less the 5% of what has been agreed. In the event that the Client sends information organized differently from what has been agreed, that is to say, in a different format or that the Client decides to make modifications to the Scope of Services, this may generate additional charges and delays in the delivery of the Service, without generating any liability for IM due to said cause.
5. **Client’s Instructions.** The Client warrants that it is the holder, owner, and/or to have the legal custody of the Deposits, to have full legal authority to request its processing and if applicable, its storage, as well as the right to dispose of them according to the terms and conditions contained herein. IM shall render the services according to the instructions of the authorized personnel of the Client, identified in accordance with IM’s procedures. The authority granted to said persons through the standard forms of IM, shall constitute the Client’s representation, provided that such persons shall have absolute authority to request any services, including the disposal or removal of the Deposits. Such requests may be in person, by telephone or in writing (fax, email or paper). The Client holds IM harmless from any liability by reason of the destruction of the Deposits made pursuant to such instructions and/or authorization.
6. **Operational Procedures.** The Client shall comply with the operational requirements of IM, as amended from time to time, with respect to minimum billing charges, security, protocols for destruction and/or removal of information, access and similar cases. The information sent to IM for scanning and/or digitalization may be copied to a CD, DVD, USB (memory unit) or any other suitable means and it will be returned to the Client, or sent via electronic means as agreed between the parties. IM will make every reasonable effort so that the Client has access to IM’s systems required for image scanning, with the understanding that IM shall not be responsible for any failure that is caused by any facts beyond its control.
7. **Act of God or Force Majeure.** Neither party shall be responsible for any delay or inability in the performance of their obligations due to natural disasters or governmental actions, strikes, fire, flood, terrorism, insurrection or riot acts, unusual traffic delays or other occurrences beyond its reasonable control, Act of God or Force majeure.
8. **Court or Government Orders.** IM is hereby authorized to comply with any official notification, subpoena of the authority or similar agency related with the Deposits and/or the Services, provided that upon receipt of such official notification or subpoena IM notifies the Client, unless it is prohibited by law. Services incurred shall be charged to the Client. IM shall not be responsible for any loss or damage to the deposits and/or its contents caused by the authority and/or governmental entity.
9. **Confidentiality.** “Confidential Information” means any information: (i) Contained in the Deposits; (ii) Regarding or related to the property, business and matters of the Disclosing Party delivered to the Receiving Party; and, (iii) Related to this Agreement, its Exhibits, including IM’s processes and procedures; with the exception of such information that was previously in the knowledge of the Receiving Party free from any obligation of confidentiality, or that subsequently was made public by the Disclosing Party, or that is disclosed by a third party entitled to make such disclosure. Any Confidential Information shall only be used as established in this Agreement and should not be intentionally disclosed to third parties without the consent in writing of the Disclosing Party. IM shall not have any right in and to the Confidential Information of the Client contained in the Deposits. IM shall implement and

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maintain reasonable security measures to protect the Confidential Information of the Client. This confidentiality obligation shall survive during the year following the termination of this instrument.

10. Limitation of Liability.

- a. **LIMIT OF LIABILITY.** IM's maximum liability, if any, under the present Agreement for (i) any loss with regard to Recurrent Services or Services of a continuous nature, or (ii) for any other reason, shall be the amount equivalent to 1 (one) month of the corresponding amount payable for the services actually rendered by IM from date of occurrence of loss or damage or any claim under this Agreement by the Customer/Client. Any other limitation of liability of IM and/or Customer/Client is established in the following clauses. The parties expressly agree that under no circumstance IM will be liable for a sum or amount greater than the one generated by the application of the rules and limits set forth in this Clause, including but not limited to concepts such as consequential damages, lost profits, compensation for subsequent damages, moral damages, sanctions, penalties, fines or compensation of any kind or for any damage, destruction or loss of the files, without this Clause being subject to any reservation, exception, exclusion, restriction or limitation.
 - b. **Liability for Loss or Damage to the Deposits.** IM shall not be liable for any loss, destruction or damage to the Deposits, including the costs arising out of the loss of any Deposits and which constitutes a violation to the security or confidentiality, except if such loss or damage was caused by the negligence of IM. In the latter case, the liability of IM shall be limited to the amount stated in the clause above. The Client expressly acknowledges and accepts that the Deposits are not insured by IM against any loss or damage. The Client may procure an insurance covering the Deposits in the amount as the Client deems advisable. The Client shall obtain from the Insurance Companies a waiver to any right of subrogation against IM. If the Deposits are delivered to a third party for transportation, such carrier shall be solely liable for any loss or destruction or damage to the Files while such Files are in the possession and custody of such carrier.
 - c. IM shall not be liable for the content of the images. The Client agrees that it will answer before any authority or third party in general with regard to the information given for processing and storage. Client represents that the sole obligation of IM is the processing, storage and management of the Deposits, according to the terms and conditions established herein, without having any liability for their content.
 - d. The Client agrees that the terms and conditions established herein shall only apply when the Deposits are in possession of IM for the provision of the services. Deposits will be in IM's possession when they are located within IM's facilities or in its vehicles, in possession of its employees or sub-contractors, if any. If the Deposits are delivered to a transportation or courier service for urgent services at the Client's request, such deposits shall not be considered in possession of IM, hence Client agrees that IM shall not be liable for any loss, damage or destruction of said Deposits while under the possession and custody of such carrier.
 - e. **Indirect Damages.** IM's liability is limited to the terms of this Agreement. In no case neither party shall be liable for any indirect damages, immediate, special, remote or casual, regardless the purported exercise of any action to demand civil, contractual liability or otherwise (including the loss of gains or profits), even if one of the parties has been notified about the possibility of such damages.
11. **No Legal Custody.** Except as expressly agreed in writing by IM, the execution of the services by IM which are the subject matter of this Agreement, shall not be construed, under any circumstance or case, to consider IM as "Legal Custodian" of the Deposits of the Client, under the laws of the Republic of Peru regarding said Deposits.
 12. **Notice of Claims.** The Client shall notify IM of any claim in writing within a reasonable period, and in no case later than ninety (90) days after the delivery or return of the Deposits to the Client or ninety (90) days following the notification to the Client that the Deposits have suffered a loss, damage or total or partial damage.
 13. **Notice of Loss.** In the event of a loss, damage or destruction of the Deposits, upon the confirmation of such occurrence, IM shall notify the Client in writing.
 14. **Interest on Late Payment, etc.** Customer/Client shall pay interest on any late payment at the monthly rate of two percent (2%) on the unpaid balance. Prior to the delivery of the Deposits, upon the termination of the Agreement or removal of more than 25% of the volume stored has been requested, IM may request payment in advance and before the services are to be supplied
 15. **Deductions:** Customer/Client will not deduct any amount from IM monthly invoice except TDS (i.e. tax deducted at source under the provision of Income Tax Act). Customer/Client shall be responsible for issuance of certificate of taxes deducted at source and shall bind to issue original certificate of same.
 16. **Failure to Comply.** In the event that the Client fails to pay the services to IM within thirty (30) days following the date of the invoice, IM may, at its option: (a) suspend the service, or (b) terminate this Agreement. If the Client fails to comply with its payment obligation to IM for 6 consecutive or not consecutive months, IM may destroy in a safe manner the Deposits, provided that IM shall have given 90 day notice in writing to the Client. A final ten (10) days notice shall be given to the Client before the Safe Destruction of the Deposits. The Client shall pay to IM the standard fee for such destruction. IM may exercise any other right according to the applicable law, including the right to place a lien on the Deposits until the Client makes full payment of all sums due to IM. In the event that IM carries out any of the actions in accordance with this Clause, IM shall not be liable to the Client or any other person claiming for or through the Client. For the purpose of this Clause, "Safe Destruction" shall mean the disposition of the Deposits for destruction or elimination by incineration or shredding or any other method other than just simply throwing away such Deposits as waste.

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17. **Termination.** Except as otherwise stated herein, any of the parties may terminate this Agreement at any time if: i) The other party is declared in bankruptcy or insolvent and such proceeding is not discharged for a period of 60 days as from the date of the corresponding notice; ii) In the event that the other party fails to essentially or materially comply with its obligations hereunder, and such failure has not been cured within 45 days after notice has been given. The aforementioned is subject to the payment and charges established in Exhibit 2 of this Agreement.
18. **Restrictions regarding the Deposits; Client's Facilities.** The Client shall not store with IM any highly flammable, explosive, toxic, hazardous material, explosive, toxic or dangerous that is regulated under any law or regulation within the Peruvian Legal System regarding hazardous, harmful, radioactive materials, medical waste, organic material that may attract plagues or insects or otherwise harmful or unsafe for storage or handling, as well as any illegal information, or any other material regulated by any law or regulation within the Peruvian Legal System in connection with the environment. The Client shall not store money, negotiable instruments, goods or documents accruing interest for which IM shall remain obligated to collect when due, or jewelry, checks or other items with intrinsic value. The Client shall not deliver information to IM that is considered defamatory, libelous, unlawfully threatening or harassing data, neither obscene nor pornographic, including material which propagates a virus or any other program that could damage the system and/or delete the stored information. In the event that the Client breaches this warranty, the Client shall indemnify and hold IM harmless against any damage and/loss, directly or indirectly, caused to the equipment used to render the services, including any personal injuries caused to any individual as the result of such breach. The Client shall reimburse IM all and each of the necessary expenses and costs (including the reasonable attorney's fees) incurred directly or indirectly from the storage of the prohibited Deposits.
19. **Purchase Orders.** In the event that the Client issues a purchase order to IM covering the services to be supplied hereunder, IM as from now rejects any other terms and conditions established in the purchase order that constitute additional terms and conditions to those established in this Agreement and/ or that establish terms and conditions contrary to those established in this Agreement.
20. **Governing Law and Submission to Jurisdiction.** In the event of disputes, differences or claims, interpretation of clauses, arising between the parties hereto out of this Agreement, the parties shall first endeavor to settle such disputes, differences or claims by friendly consultation, which should be referred to an Arbitral Tribunal presided over by three Arbitrators, one appointed by each of the parties hereto and the third Arbitrator who shall be the Presiding Arbitrator ("Umpire") shall be appointed by the two Arbitrators so appointed. The Arbitration proceedings shall be conducted in Mumbai in English language and the same will be subject to and be governed by the provisions of the Arbitration and Conciliation Act, 1996 or any enactment thereof. The Parties hereby expressly agree and understand that, nothing contained herein shall restrict either party from seeking any interim injunction or appeal or other equitable relief or filing an appeal against the Arbitral award (if necessary or appropriate) in order to prevent irreparable loss or damages, from a court of competent jurisdiction. This agreement shall be construed in accordance with and governed by the laws prevailing in India for the time being in force and all enactments thereof and for all purposes the Courts in Mumbai alone shall have exclusive jurisdiction over all disputes or differences or claims arising out of this agreement
21. **Nature of the Agreement.** This Agreement is of a strictly business nature. No work relation or relationship of any other kind currently exists or shall exist between IM and the Client, or their respective employees. Each of the parties is and shall continue being responsible for any work obligations regarding their respective employees, and in no case and under no circumstance the employees of any of the parties shall be deemed as employees of the other party.
22. **Consent.** The parties declare that they have entered into this Agreement in good faith and they bound themselves by the terms and conditions established in this Agreement, expressly acknowledging the nature and type of the services, and that the prices assigned to such services represent its fair and actual value. There is no error, malicious purpose, violence, bad faith, ignorance, inexperience, excessive profit, inability or coercion, and the parties agree not to exercise any legal action for the invalidation of this Agreement, as well as the time periods granted by law to exercise such legal action.
23. **Compliance with Trade Control Laws.** Customer/Client represents and covenants that upon the Effective Date of this Agreement and throughout the term of this Agreement, that: (i) it is not identified on any restricted party lists; or located in countries identified on any restricted country lists; or using the goods or services for any restricted end uses; including those promulgated by the U.S. Departments of State, Commerce and Treasury; and (ii) it is and shall remain compliant with all laws and regulations applicable to its performance under this Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause IM to be in violation of such laws and regulations, and will not require IM to directly or indirectly take any action that might cause it to be in violation of such laws and regulations
24. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to its affiliates, subsidiaries and/or related parties. Neither party may assign this Agreement in whole or in part without the prior written consent of the other party, except for an affiliate, subsidiary and/or related party to one of them. Any notice made pursuant to this Agreement may be given in writing at the addresses set out on the first page hereof until written notice of a change of address has been received. Notices to IM shall be sent to the attention of its General Manager.