



BASIC TERMS AND CONDITIONS Effective October 2023

The following terms and conditions shall apply to this Agreement.

- 1. Term.** The term of this Agreement shall commence on the Effective Date set forth on the first page of this Agreement. The initial term of this Agreement shall continue for one (1) year after commencement. Upon expiration of the initial term, the term will continue with automatic renewals for additional one (1) year terms, unless written notice of non-renewal is delivered by either party to the other not less than ninety (90) days prior to the expiration date. In the event that IM continues to hold Deposits after the expiration or termination of this Agreement, the terms of this Agreement shall continue to apply until all Deposits have been removed from IM's facility, except that IM may adjust rates upon thirty (30) days' written notice.
- 2. Charges.** Rates and charges shall be as specified in the Pricing Schedule (Schedule A) and/or other Schedules. Rates and charges for storage and services shall remain fixed for the first year of service by IM, and may thereafter be changed by IM upon thirty (30) days' notice. In making any variation to the rates and charges, IM shall consider factors including changes in labour costs, inflation, price volatility of raw materials, real estate costs, foreign exchange rates and general economic conditions. Supplier is not entitled to modify the fee rates for one-off, project-type services (e.g. one-off scanning) and for the prepaid elements of the fees (e.g. prepaid records management services). Customer requests requiring IM to alter its standard operations, billing or collections policies or procedures may be denied and if approved, subject to additional charges.
- 3. Customer Instructions.** Customer warrants that it is the owner or legal custodian of the Deposits and has full authority to store and direct their disposition in accordance with this Agreement. IM will perform services pursuant to the direction of Customer's agent(s) identified pursuant to IM's standards. Authority granted to any persons on standard authorization forms shall constitute Customer's representation that the identified persons have authority to order any service, including disposal or removal of Deposits as determined in the authorization form. Such orders may be given in by email or by online portal as provided by IM to the Customer. Customer releases IM from all liability related to the destruction of materials pursuant to Customer's authorization.
- 4. Operational Procedures.** Customer shall comply with IM's reasonable operational requirements, as modified from time to time, regarding cartons, carton integrity, delivery/pickup/account closing volumes, preparation for pickup, security, secure shredding protocols, access and similar matters. Extraordinary volume requests (defined as 125% of the average volume over the immediately preceding three month period) may involve additional costs, such as overtime, which Customer will pay at IM's overtime rates, provided Customer consents to such costs in advance.
- 5. Force Majeure.** Neither party shall be liable for delay or inability to perform caused by acts of God, governmental actions, labor unrest, acts of terrorism, riots, unusual traffic delays or other causes beyond its reasonable control.
- 6. Governmental Orders.** IM is authorized to comply with any subpoena or similar order related to the Deposits, at Customer's expense, provided that IM notifies Customer promptly upon receipt thereof, unless such notice is prohibited by law. IM will cooperate with Customer's efforts to quash or limit any subpoena, at Customer's expense.
- 7. Confidentiality.** "Confidential Information" means any information concerning or relating to the property, business and affairs of the party disclosing such information that is furnished to the receiving party, and regarding this Agreement, its Schedules and IM's processes and procedures; except for information that was previously known to the receiving party free of any obligation to keep it confidential, is subsequently made public by the disclosing party or is disclosed by a third party having a legal right to make such disclosure. Confidential Information shall be used only in the manner contemplated by this Agreement and shall not be intentionally disclosed to third parties without the disclosing party's written consent, except as authorized in Section 6. IM shall not obtain any rights of any sort in or to the Confidential Information of Customer contained in Deposits. IM shall implement and maintain reasonable safeguards designed to protect Customer's Confidential Information.
- 8. Limitation of Liability.**

VALUE OF DEPOSITS. Customer declares, for the purposes of this Agreement, that (a) with respect to hard-copy (paper) records, other materials, microfilm and microfiche stored pursuant to this Agreement, the value of such stored items is one dollar (\$1.50) per carton, linear foot of open-shelf files, container or other storage unit, and (b) with respect to round reel tape, audio tape, video tape, film, data tape, cartridges or cassettes or other non-paper media stored pursuant to this Agreement, the value of such stored items is twenty five dollars (\$25) per tape. Customer acknowledges that it has declined to declare an excess valuation, for which an excess valuation fee would have been charged.

LIMITATION OF LIABILITY. IM's liability, if any, for loss or destruction of, or damage to, materials stored with IM ("Deposits") is limited to the value of each Deposit as described above, or as otherwise set forth herein. IM's maximum and aggregate liability with respect to (i) services related to storage is the amount paid by the Customer to IM within the last 12 calendar months preceding the occurrence of such liability (ii) services not related to storage is the amount paid by Customer for a discrete project or, if the loss is related to service of an ongoing and continuing nature, six (6) months of fees paid by Customer for such service. Other limitations on IM's and/or Customer's liability are set forth here below.

- a. **Liability for Loss or Damage to Deposits.** IM shall not be liable for any loss or destruction of, or damage to, Deposits, including costs resulting from a loss of a Deposit constituting a breach of data security or confidentiality, unless such loss or damage resulted from IM's negligence. If liable, the amount of IM's liability is limited as provided here above. Deposits are not insured by IM against loss or damage, however caused. Customer may insure Deposits through third-party insurers for any amount. Customer shall cause its insurers of Deposits to waive any right of subrogation against IM.
 - b. **Liability for Non-Storage Services.** With respect to services not related to the storage of Deposits, IM shall not be liable for any loss or default, including direct damages resulting from a breach of data security or confidentiality, unless such loss or default is due to the negligence of IM. IM shall not be liable for the loss of contents of shredding bins unless and until the contents are in the custody and control of IM and only to the extent caused by IM's negligence. If liable under this subsection (b), the amount of IM's liability is limited as provided here above.
 - c. **No Consequential Damages.** In no event shall either party be liable for any consequential, incidental, special or punitive damages, or for loss of profits or loss of data, regardless of whether an action is brought in tort, contract or under any other theory.
9. **ITAR/EAR Compliance.** Customer will not provide IM with any Deposits (including goods, software, services, and/or technical data) that contain technical information regarding defense articles or defense services within the meaning of the U.S. International Traffic in Arms Regulations ("ITAR"), or technical data within the meaning of the U.S. Export Administration Regulations ("EAR"), or are otherwise subject to export restrictions under applicable export control regulations, including ITAR and the EAR. If during the term of the Agreement Customer determines that it can no longer comply with this Section, Customer must immediately notify IM in writing. Customer shall take no action that causes IM to be non-compliant with applicable export control laws and regulations as it relates to the Deposits.
10. **Non-Custodial Status.** Unless IM shall have explicitly agreed in writing, IM's performance of services shall not cause IM to be deemed a "custodian" of records or "designee" of Customer with respect to such records.
11. **Notice of Claims.** Claims by Customer must be presented in writing within a reasonable time, in no event longer than ninety (90) days after delivery or return of the Deposits to Customer, or ninety (90) days after Customer is notified of loss, damage or destruction to part or all of the Deposits.
12. **Notice of Loss.** Upon confirmation by IM of the event, any loss, damage or destruction of the Deposits, or any unauthorized disclosure which risks the confidentiality of the Deposits, shall be communicated to Customer without undue delay.
13. **Payment Terms.** Payment terms are net, thirty (30) days from invoice date unless otherwise specified in the Pricing Schedule (Schedule A) and/or other Schedules. Customer shall be liable for late charges totaling one and a half percent (1.5%) per month of the outstanding balance unless otherwise specified in the Pricing Schedule (Schedule A) and/or other Schedules. Invoices will be sent electronically in IM's standard format via IM's standard delivery system to Customer. Customer shall provide written notice of any charges it disputes on an invoice no later than fifteen (15) days after the invoice date. Any credit issued will appear on the next invoice. Payment of the invoice in full will constitute agreement with the terms and charges of the invoice. All payments must be electronic payment. Any change to the IRM standard electronic payment method must be approved by IM. All payments shall include a remittance document identifying the IM invoices to which the payment relates. Prior to delivery of Deposits upon expiration, termination, or substantial withdrawal, IM will require full payment in advance.
14. **Customer Default.** If Customer fails to pay IM's charges (other than disputed charges) 60 days after the date of an invoice, IM may suspend service. If Customer fails to pay IM's charges (other than disputed charges) for three (3) months after the due date of the invoice, IM may securely destroy Deposits, provided IM shall have provided ninety (90) days' written notice to Customer and Customer shall pay IM's standard price for such destruction. Customer will be responsible and reimburse IM for any costs incurred by IM in collecting overdue amounts, including the use of third parties and reasonable attorneys' fees. IM shall have other rights and remedies as may be provided by law. In the event IM takes any actions pursuant to this Section 14, it shall have no liability to Customer or anyone claiming by or through Customer.

15. **Termination.** Either party may terminate this Agreement upon written notice to the other party in the event that the other party materially breaches the Agreement and fails to cure such default within forty-five (45) days after written notice of such default, subject to payment of the fees/charges set forth in the applicable Schedule(s). Upon the occurrence of the bankruptcy or insolvency of either party that is not discharged within sixty (60) days following any filing thereof, the other party may terminate this Agreement immediately. If Customer's financial performance materially deteriorates, IM may suspend performance and/or modify Customer's payment terms.
16. **Safe Materials and Premises.** Customer shall not store with IM or place in shredding bins any material that is highly flammable, may attract vermin or insects, is otherwise dangerous or unsafe to store or handle, or is regulated by federal or state law or regulation relating to the environment or hazardous materials. Customer shall not store (or place in shredding bins) negotiable instruments, jewelry, check stock or other items that have intrinsic value. Customer shall only place paper-based materials in the shredding bins. Customer warrants and covenants that its premises where IM employees perform services (including pickups and deliveries) are and shall be free of hazardous substances or dangerous conditions. Customer shall reimburse IM for damage to equipment or injury to personnel resulting from Customer's breach of this Section 16.
17. **Purchase Orders.** If a purchase order is required by Customer for payment, Customer shall issue an accurate and complete purchase order through IM's standard mediums prior to performance by IM of services. Customer will be responsible for keeping all necessary purchase order information up to date. If Customer rejects any IM invoice as a result of an inaccurate, invalid, incomplete or expired purchase order, Customer shall correct such purchase order within forty-eight hours of request by IM. In this case, the original payment due date shall apply. In the event that Customer issues a purchase order to IM covering the services provided under this Agreement, any terms and conditions set forth in the purchase order which are in addition to or establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by IM.
18. **Miscellaneous.** IM may subcontract its obligations under this Agreement, in whole or in part, to an affiliate or third party without the prior written consent of the Customer and the Customer hereby explicitly authorizes such subcontractors to use and handle any and all information/data/documents/media provided by the Customer to IM, for the purpose of the provision of the services. The Customer may not assign this Agreement in whole or in part, except to an affiliate, without the prior written consent of IM. An affiliate means any entity controlling, controlled by, under common control with, or having a common parent with IM or Customer. 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. In the event of inconsistency between these Basic Terms and Conditions and a Schedule, the Basic Terms and Conditions shall prevail as to the services covered thereby. Customer 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. IM may immediately terminate this Agreement in the event Customer breaches or IM reasonably believes that Customer is in breach of Section 18 (i) or the export control and economic sanctions obligations set forth in Section 18 (ii). This Agreement shall be governed by the laws of the state in which Customer's office identified in this Agreement is located except for conflicts of laws principles.
19. **Entire Agreement.** The terms contained in this Agreement, together with any schedules and/or statements of work, constitute the entire understanding of the parties with respect to the transactions and matters contemplated hereby and supersede all previous communications, representations, agreements and understandings relating to the services provided by IM to Customer with respect to the subject matter hereof.