

General Terms & Conditions (“GT&Cs”)

1. **Objective.** IM provides through its different divisions and affiliates, safe destruction services on site of documentation in bond paper, tapes and magnetic means, as well as any other service requested by Client.
2. **Compliance with Agreements, Laws and Regulations.** Client shall be responsible, and warrants compliance with all the contractual obligations and restrictions and all the applicable laws, rules and regulations, including, but not limited to: environmental laws and laws regarding Confidentiality, holding and destruction of information contained in any material delivered to IM. Client is the Owner or legal custodian of the materials. Client shall reimburse to IM the costs, fees and reasonable expenses (including attorneys’ fees) incurred by IM in litigations in which it is a party and which arise solely out of the destruction services of the materials delivered by Client.
3. **Client’s Instructions.** The Client warrants that it is the holder, and/or owner of the Deposits, to have full legal authority to dispose thereof, in accordance with this Agreement. 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 the 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. Such requests shall be in writing signed by the account administrator. The Client holds IM harmless from any liability by reason of the destruction of the Deposits made pursuant such instructions and/or authorization.
4. **Data Destruction.** IM shall not be responsible for the data destruction requested by the Client’s authorized personnel or legal representative in written in accordance with IM’s procedures. The Materials sent to IM for its destruction can be shredded, incinerated or eliminated by other available method allowed by the environmental law. The electronic data will be deleted or eliminated.
5. **Hazardous Substances.** The Client shall not deliver to IM for destruction, any highly flammable, explosive, toxic, hazardous material or that is regulated under any law regarding hazardous, harmful, radioactive materials, medical waste, organic material that may attract plagues or insects or otherwise harmful or unsafe for handling, as well as any illegal information, objects or substances (including narcotics, fire arms and cold steel weapons), or any other material regulated by any law or regulation in connection with the environment. The Client warrants that it shall only deposit paper in the containers for destruction. In the event of a violation of this clause, the Client shall indemnify and hold harmless IM against any damage and/loss directly or indirectly caused to it in connection with the Materials. The Client hereby undertakes to reimburse IM all and each of the necessary expenses and costs (including the reasonable attorney’s fees) incurred directly or indirectly from the Materials sent to IM for destruction.
6. **Limitation of Responsibility.** IM shall not be liable for the contents of the materials delivered by the Client for destruction, and shall have no liability for the destruction of materials according to Client’s instructions except in the case that there is a Court Judgment declaring negligence by IM. In this regard, the maximum overall liability of IM regarding recurring services shall be the equivalent to 1 (one) month of the corresponding amount for the services actually rendered by IM in that respective month. In the event of One-time Services (Non Recurrent), the maximum liability of IM shall be 25% of the invoice issued for that particular service.
7. **Indirect Damages.** IM’s liability is limited to the provisions of this Agreement. Under no circumstance neither of the parties shall be liable for any indirect, remote, direct or incidental damages, regardless of the purported exercise of any action to demand civil, contractual liability or otherwise (including the loss of gains or profit), even if one of the parties has been notified about the possibility of such damages.
8. **Force Majeure.** None of the parties shall be responsible for any delays or failure in the execution hereunder for any time period if such delays or failures are caused by natural events, government actions, labor disturbances, terrorism, riots, flood, fire delays caused by unexpected traffic or any other causes out of the reasonable control of the parties or Act of God or Force Majeure.
9. **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, provided that upon receipt of such official notification or subpoena IM gives notice to the Client, unless it is prohibited by law.

AGREEMENT ON THE PROVISION OF SAFE DESTRUCTION ON-SITE SERVICE

Version 3.0 Effective Dated 19th September 2023

- 10. 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 of 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 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.
- 11. Notice of Claims.** Any claim by the Client shall be notified in writing within a reasonable period, and in no case after ninety (90) days after the delivery or return of the Deposits to the Client, or three (3) months following the notification to the Client that the Deposits have suffered a loss, damage or total or partial damage. After that period, the statute of limitation for any possible legal action against SB shall be deemed waived.
- 12. 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 own option: (a) suspend the service, (b) terminate this Agreement, or (c) enforce the satisfactory compliance of the agreement.
- 13. Termination.** Except as otherwise stated herein, either party may terminate this Agreement at any time: i) if the other party institutes a proceeding seeking to adjudicate it as bankrupt or insolvent and such proceeding is not discharged within a period of 60 days as of the date of the corresponding notice; ii) in the event the other party fails to essentially or materially comply with its obligations hereunder, and such failure is not cured within 45 days after notice has been given. The aforementioned is subject to the payment and charges established in this Agreement.
- 14. Additional Services.** This Agreement establishes only the terms and conditions for the safe destruction services of the materials described in this Agreement. In the event that the Client requests any other materials different to those described herein, an additional fee shall be charged for disposal, which shall be provided under this number of client identification (ID); such services shall be governed by the terms and conditions as set forth in the standard Agreement executed by Client with con IM.
- 15. Term and Payment.**

I . Service of Recurrent Paper Destruction (Recurrent). (IF APPLICABLE AS PER ONE PAGER DOCUMENT)

The term of this Agreement shall be automatically extended for successive periods of 1 (one) year, unless any of the parties give notice to the other expressing its intention not to renew with at least 60 calendar days prior to the date of termination or each of its extended successive periods, as applicable, for which the Client must be current on the payment of all amounts set out in this Agreement and its Sections.

OR

• One-Time Services [Non Recurrent]. (IF APPLICABLE AS PER ONE PAGER DOCUMENT)

For One-Time Services, this agreement shall be in effect as of the date of its execution and until IM completes the total destruction of the materials described in this Agreement.

II Charges.

• Service of Recurrent Paper Destruction (Recurrent). (IF APPLICABLE AS PER ONE PAGER DOCUMENT)

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

Payment Term: Customer/Client shall pay interest on any late payment at the monthly rate of two percent (2%) on the unpaid balance. IM may request payment in advance and before the services are to be supplied

OR

- One-Time Services [Non Recurrent].(IF APPLICABLE AS PER ONE PAGER DOCUMENT)

Charges: The corresponding taxes shall be paid by the Client. The payments derived from the tariffs shall be billed per month in arrears. The monthly payment of the agreed price, as well as the billing for the services covered by this Agreement, shall be made in INR, according to the volume on the date of issue of the corresponding bill

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

Interest on Late Payment, etc.: In the event the Customer fails to pay the services to IM within thirty (30) days, Customer/Client shall pay interest on any late payment at the monthly rate of two percent (2%) on the unpaid balance. IM may request payment in advance and before the services are to be supplied.

16. Assignment and Subcontracting. This Agreement shall be binding upon the successors and assignees of the respective parties and shall not be orally amended, but by written agreement signed by the legal representatives of both parties. This Agreement may not be assigned, in whole or in part, by either party without the consent of the other party, except for an affiliate, subsidiary and/or related party to one of them. The parties agree that the services may be performed by affiliates, subsidiaries and/or related parties to IM. IM may request, additionally, the support of third parties (subcontractors) for the performance of its obligations under this Agreement, provided that IM will remain liable to the Client regarding the performance of such obligations.

17. Miscellaneous. Any notice made pursuant to this Agreement shall 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.

18. 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

19. 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.

20. Data Protection. The parties shall comply with the provisions and obligations of the then current Data Processing Agreement (“DPA”) as set out at <https://www.ironmountain.com/utility/legal/global-customer-data-processing-agreement>