



**GENERAL TERMS & CONDITIONS  
(CZECH REPUBLIC)**

EFFECTIVE AS OF 31 MARCH 2024

**A) PROVISIONS APPLICABLE TO ALL SERVICE LINES**

**1 GENERAL**

- 1.1 These General Terms & Conditions ("GT&Cs") set out the legal terms applicable when Iron Mountain provides to the Customer
  - 1.1.1 ongoing hard-copy records management Services ("RM Services");
  - 1.1.2 ongoing media management Services ("DP Services");
  - 1.1.3 one-off or ongoing scanning Services ("Scanning Services");
  - 1.1.4 one-off or ongoing shredding Services („Shredding Services”);
  - 1.1.5 so called permanent document storage Services ("Legacy Services");
  - 1.1.6 one-off document sorting Services ("Sorting Services").
- 1.2 These GT&Cs shall only apply to the service lines listed above, unless otherwise stipulated in the respective Service Agreement signed between the parties.
- 1.3 Clause A) of these GT&Cs stipulate the legal terms applicable to all abovementioned service lines, whereas Clauses B) – F) apply to the there indicated Service line(s) only.
- 1.4 When a Service Agreement is signed between the parties, it will automatically incorporate the then effective terms of these GT&Cs. Any future change to these GT&Cs will not modify the contents of the Parties' agreement (i.e. always the GT&Cs effective on the signing date will remain applicable). With respect to the Services annex (schedule) of the Service Agreement, however, always the latest available version as published by Iron Mountain will be applicable. Iron Mountain will make all versions of the GT&Cs, whereas the latest, effective version of the Service annexes (schedules) available on its webpage.

**2 DEFINITIONS**

- 2.1 In these GT&Cs and the Service Agreements the capitalised words shall have the following meaning.

**"Services"** The services provided by Iron Mountain to Customer under a given Service Agreement. The services are listed in the respective service annex of the Service Agreement(s).

**"Articles"** Customer's paper-based, hard-copy documentation/records on which Iron Mountain provides its Services. Articles are not registered by Iron Mountain separately.

**"Media"** Customer's data tapes/cassettes, or various types of digital media, on which Iron Mountain provides its Services. Media are only registered by Iron Mountain if stored as loose media items, and not in Mediacontainers.

**"Confidential Information"** means all data and information (regardless of the media on which such information is recorded, whether in writing, visual, audio, graphic, digital, or other) which are proprietary in nature and concerning the goods, activity, or affairs of the party disclosing such information to the other party; with the exception of 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.

**"Member Company"** Those entities which are controlled by, or under common control with either Iron Mountain or Customer.

**"Box/ Media-container"** The largest storage unit within which the Folders and Articles or Media are stored; Boxes/Mediacontainers are registered by Iron Mountain via separate barcodes;

**"Folder"** The storage units within which the Articles are stored. In case of active file storage (no Box storage), the Folders are registered by Iron Mountain via separate barcodes. In case of Box storage, the Folders are not registered.

**"Authorisation Form"** The form which indicates the data of Authorised Users.

**"Authorised User"** Private individuals who have been assigned by the Customer in the Authorisation Form to place service orders and to have access to the Articles/Media.

**"Shredding Bins"** In the RM and Shredding Service lines, Iron Mountain leases or sells shredding bins to the Customer where the Customer may put their (hard-copy) waste documents. Upon Customer's order, Iron Mountain collects these shredding bins and destructs their contents.

**"Calculated Quantity"** Means the pre-estimated quantity of the documents/Articles to be processed, or the pre-calculated volume of Services to be provided.

**"Service Agreement(s)"** Means the service agreement(s) signed by Customer and Iron Mountain in the subject of either of the service lines listed in Section 1.1. These GT&Cs form inseparable annex to the Service Agreement(s). The Parties may amend all provisions of the GT&Cs by provisioning different terms in the Service Agreement(s).

**"Preservation Period"** The period set by the Customer during which the Articles/Media must be retained. In the RM/DP service lines, destruction takes place upon Customer's separate order only, in the Legacy service line, destruction is automatic upon expiry of the Preservation Period.

**"Facility"** Means the sites where Iron Mountain provides its Services. Based on capacity/logistic planning reasons, Iron Mountain may freely choose at its option at which facility it will store the Articles/Media, or will provide its Services from.

**"Image"** Means the creation of a digital image of an Article or Articles.

**3 CUSTOMER WARRANTIES**

The Customer:

- 3.1 will pay the fees for the Services in accordance with the terms of the Service Agreement and these GT&Cs;
- 3.2 declares that it is the owner or legal custodian of the Articles/Media/Images and has all necessary authority to dispose of the Articles/Media/Images;
- 3.3 shall not deposit with Iron Mountain securities, jewelry, tickets, cheque stock, documents of title, shares, literary or artistic manuscripts, items that have intrinsic value, or Articles/Media which are made of hazardous substances or mixtures in the meaning of Article 3 of Regulation (EC) No. 1272/2008, or Articles/Media the possession of which is illegal.

**4 FEES AND PAYMENT**

4.1 Fees for the Services are specified in the Service Agreement. The fees are net fees, statutory VAT shall be added. All other applicable taxes and other fees, such as customs duties, levies, and government surcharges that are incurred exclusively in relation to a specific project and are verifiable, shall be stated separately on Iron Mountain's invoice and shall be borne by the Customer.

4.2 Unless otherwise agreed in the Service Agreement(s), and apart from the e-mail or facsimile service orders stipulated in Section 7, the payment of Service fees is not subject to the issuance of any formal purchase orders or certification of completion by the Customer (together as "PO"). If the issuance of a PO is agreed between the parties as a prerequisite for payment, Customer shall issue an accurate and complete PO through Iron Mountain's standard procedures prior to the issuance of the corresponding invoice by Iron Mountain. Customer will be responsible for keeping all necessary PO information up to date. If Customer rejects any Iron Mountain invoice as a result of an inaccurate, invalid, incomplete, missing or expired PO, Customer shall correct such PO within forty-eight hours of request by Iron Mountain. In this case, the original payment due date shall apply. Any terms and conditions set forth in the PO which are in addition to or establish conflicting terms and conditions to those set forth in the Services Agreement are expressly rejected by Iron Mountain.

4.3 Customer will pay the fees within the payment deadline stipulated in the Service Agreement. Payment deadline is counted from the date of invoice. Customer shall be liable for late charges totalling one and a half percent (1.5%) per month of the outstanding fees balance.

4.4 Service fees shall be fixed until the end of the calendar year in which the Service Agreement was signed. Thereafter, Iron Mountain shall be entitled to adjust the fees at any time by giving not less than 30 days' written notice (e-mail is considered a written form) to the Customer. In making any variation to the Service fees Iron Mountain shall consider factors including changes in labour costs, inflation, price volatility of raw materials (apart from petrol price), real estate costs, foreign exchange rates and general economic conditions. In order to keep track with the change of petrol prices Iron Mountain applies the following fuel surcharge on all transportation-related Service fees from the first day of the Service Agreement: <https://www.ironmountain.co.uk/support/how-it-works/resources/transportation/fuel-surcharge>.

4.5 Iron Mountain is not entitled to modify on the fee rates for one-off, project-type services (e.g. one-off shredding, one-off scanning and one-off sorting).

4.6 All payments must be made by electronic bank transfer and shall identify the Iron Mountain invoice to which the payment relates.

4.7 At Iron Mountain's discretion, invoices will either be sent in a paper format or electronically via e-mail without any extra upload on a customer portal and invoice customization.

4.8 Any deviations from the standard invoicing conditions set out in Sections 4.2 and 4.7 enable Iron Mountain to charge the Customer an additional charge as further detailed in the fee schedule.

**5 CONFIDENTIALITY**

5.1 Parties agree that the Confidential Information of each disclosing Party will be held in confidence by the receiving Party and may be used or disclosed by the receiving Party solely for the purposes permitted by the Service Agreement including as is reasonably necessary for the performance of obligations under the Service Agreement. Each Party shall implement and maintain reasonable safeguards designed to protect the Confidential Information of the other Party, and such measures shall be no less safe and secure than those safeguards utilised by such Party in relation to its own Confidential Information.

**6 LIABILITY**

6.1 Iron Mountain will not be liable for any damage, except in the event that there is negligence of Iron Mountain. Iron Mountain's aggregate liability under a Service Agreement shall not exceed (i) the amount which in relation to a single (one-off) project, the Customer paid (or has the obligation to pay) to Iron Mountain; (ii) the amount which in relation to Services of an ongoing, continuous nature the Customer paid to Iron Mountain within the last 12 calendar months preceding the occurrence of such liability.

6.2 Iron Mountain will have no liability for loss of profit, indirect, consequential and non-material damage arising out of the breach of the Service Agreement.

**7 SERVICE ORDERS**

- 7.1 Unless otherwise provisioned in the Service Agreement, Iron Mountain's Services are subject to prior Customer orders. The Customer may order the Services by facsimile or in e-mail. Iron Mountain's customer service is available on working days between 8 am and 5 pm:
- Fax: +420 233 900 639
  - Tel.: +420 233 900 638
  - Email: [prague@emea.ironmountain.com](mailto:prague@emea.ironmountain.com)

## 8 NOTIFICATIONS

- 8.1 Any notices required under these GT&Cs must be sent in writing (e-mail is considered a written form) and shall be sent to the address (and/or e-mail address) provided in the Service Agreement(s) or such other address (e-mail address) where the parties notify one another from time to time. Such notification shall be deemed to have been received on the working day following the day of dispatch.
- 8.2 The Parties agree that the statute of limitations for any claim for loss, damage or destruction of the Articles/Media/Images or any claim related to the provision of the Services shall be 12 months from:
- 8.2.1 the date of provision of the relevant Services; or
- 8.2.2 the date on which the Customer is notified of the loss, damage or destruction of all or part of the Articles/Media/Images; or
- 8.2.3 the date the Customer otherwise becomes aware or reasonably ought to have become aware of them (which date shall not be earlier than 12 months after the expiry or termination of the Services);
- 8.2.4 and the Customer shall be deemed to have expressly waived any such claim after the expiry of the above time limit.
- 8.3 Customer shall provide written notice of any fees it disputes on an invoice no later than fifteen (15) days after the invoice date, and the Customer shall be deemed to have expressly waived any such claim after the expiry of the above time limit.

## 9 TERMINATION, SUSPENSION

- 9.1 Either party may terminate the Service Agreement with immediate effect by notice to the other party:
- 9.1.1 if such other Party is in material or continuous breach of its obligations under the Services Agreement and such other party fails to remedy such breach within 20 working days' service of a written notice from the party not in breach; or
- 9.1.2 if the competent court issues a decision on the winding-up of such other party, or if the competent body of such other party passes a resolution on the dissolution of the party, or if such other Party is entered into bankruptcy proceedings.
- 9.2 In the event that the Customer fails to pay the fees to Iron Mountain within the respective payment term and fails to remedy such breach within 20 working days' service of a written notice, Iron Mountain may suspend the Services until all outstanding fees are paid in full. This entitlement does not deprive Iron Mountain to exercise its termination right according to Section 9.1.

## 10 MISCELLANEOUS

- 10.1 Iron Mountain may use subcontractors. Neither party may assign all or part of its obligations under the Service Agreement(s), without the consent of the other party, except that Iron Mountain is entitled to assign all or part of its obligations to any of its Member Companies with prior notice to Customer.
- 10.2 Customer agrees to allow Iron Mountain to use its company name and logo for marketing and/or commercial activities (including, but not limited to, using the customer's company name in marketing materials, marketing efforts and/or customer proposals).
- 10.3 The Customer represents and covenants that throughout the term of the Service Agreement: (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 EU or 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 the Services Agreement, including but not limited to export control and economic sanctions, will not take any action that will cause Iron Mountain to be in violation of such laws and regulations, and will not require Iron Mountain to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.
- 10.4 Save as provisioned otherwise by applicable law, in the event that Iron Mountain sells or leases certain products to the Customer, Iron Mountain makes no guarantee or warranty in relation to the quality or fitness for purpose or description of such Products.

- 10.5 The Service Agreement shall be governed by and construed in accordance with the laws of the Czech Republic. Should any legal dispute arise between the Parties - regardless of the potential foreign residence of the defendant - the Parties submit to the jurisdiction of the competent Czech Courts.

## B) SPECIFIC PROVISIONS FOR RM AND DP SERVICE LINES

## 11 TERM

- 11.1 If the Service Agreement stipulates a definite term, upon expiry of this initial term, the Service Agreement shall continue automatically and continuously for successive one year terms, unless either party gives to the other not less than 90 days' before the expiration of the initial term or the actual one-year prolongation a written notice on its intention not to renew the Service Agreement upon expiry.
- 11.2 If Customer fails to deliver out/take over its Articles/Media upon cessation of the Service Agreement, against Iron Mountain's separate notice, and therefore Iron Mountain is compelled to carry out several actions having associated costs (e.g. further storage of Articles/Media, redelivery to the Customer's address), Customer shall be obliged to pay the costs of such storage/actions in an amount equal to 120% of the former Service fees, as long as the Customer's Articles/Media are delivered out from Iron Mountain's Facility or otherwise destroyed. Iron Mountain shall, however, bear no obligation to carry out these actions after the cessation of the Service Agreement, and even if it takes these actions, it does so at the Customer's sole cost and risk. If the Customer fails to deliver out/take over its Articles/Media upon cessation of the Service Agreement, against Iron Mountain's notice raising attention to the possible consequence, Iron Mountain shall also be entitled to destroy any Articles/Media in its possession and the Customer shall indemnify and hold Iron Mountain harmless in relation to any costs, losses, damage or other liabilities incurred by Iron Mountain in relation to any claim by the Customer or any third party relating to the destruction of the Articles/Media.
- 11.3 Iron Mountain will be entitled to refuse to return the Customer's Articles/Media before the full settlement of any outstanding fees.
- 11.4 Parties accept that each delivery of Articles/Media by Iron Mountain to the Customer, except for their permanent withdrawal, shall be considered as temporary transfer and shall not release the Customer from the obligation to pay for storage of such Articles/Media, since Iron Mountain still provides the space for their storage (stand-by Service).

## 12 PAYMENT TERMS

- 12.1 For the storage of Articles, Iron Mountain will invoice the fees monthly in advance, whereas for the storage of Media, as well as for the provision of any other Services, Iron Mountain will invoice the fees on a monthly basis in arrears. Storage will be charged for a full month regardless of the number of days in the month during which the Articles have been in storage. If Customer opted to pay in bundles, bundle prices will be paid monthly in arrears.

## 13 CONTENT AND VALUE ASSESSMENT

- 13.1 Iron Mountain registers the Articles by virtue of barcodes shown on the Boxes, or in case of active file storage, on the Folders. In order to ease the identification of the Articles, the Customer may provide descriptive information related to the individual Articles on listing sheets, but Iron Mountain will not examine the authenticity of these information, and the Parties will not consider these information as any proof of the Articles' actual content. Iron Mountain registers the Media by virtue of barcodes shown on the Mediacontainers, or in case of individual tape storage, on the Media. In both cases, Customer shall encrypt all data stored on the Media. Consequently, Iron Mountain has no knowledge of the contents of the Articles/Media. Given this, the Customer is obliged to raise Iron Mountain's attention if (due to the specific contents or type of the Articles/Media) the Services are subject to special conditions (such as electronic signing, permit of public archives, etc.). Customer is always obliged to retain on its own systems a back-up copy of the data stored on the Media.
- 13.2 Iron Mountain does not have any knowledge of the value of the Articles/Media either. For the purposes of this Agreement the Customer makes the following declaration of value: The Customer warrants that the value of Articles possessed by Iron Mountain is Euro 1 (one) per Box or – in case of open-shelf storage – per linear foot of open-shelf files, whereas the value of Media possessed by Iron Mountain is equivalent to the actual market price of the corresponding physical media. For the sake of clarity, Iron Mountain's liability for the loss, deterioration or accidental destruction of the Articles/Media shall be

limited to the value declared herein. Customer may conclude an insurance contract with a higher cover.

## 14 PERMANENT WITHDRAWAL

- 14.1 Taking into account the technical measures and the capacity required to secure destruction or withdrawal of Boxes/Media, the duration of permanent withdrawal may exceed the termination/notification period defined in the Service Agreement or in these GT&Cs. For this period, the Customer is continuously obliged to pay the storage fee. The maximum daily service quantity for withdrawal is set in the Services annex. If Customer fails to take over the permanently withdrawn Boxes/Media, Section 11.2 will apply.
- 14.2 If Customer orders for destruction or permanently withdraws Boxes/Media from Iron Mountain's Facility, Iron Mountain will charge permanent withdrawal fee, no matter that such destruction or withdrawal takes place during the term or upon expiry/termination of the Service Agreement. Please see the Services annex for further information on what services permanent withdrawal covers.

## 15 AUTHORISED USERS

- 15.1 Only the persons assigned by the Customer in the Authorisation Form will be entitled to place Service orders. If the order is of an urgent nature, this must be specifically stated in the order.
- 15.2 The Customer is entitled to modify the Authorisation Form unilaterally at any time. Any change in the Authorisation Form may take effect if (after the formal inspection of the modified Authorisation Form) Iron Mountain confirmed the application of the new form.
- 15.3 If Customer failed to indicate a password on the Authorisation Form alongside with the name and e-mail address of the Authorised User, Iron Mountain will accept the orders if were submitted from the correct e-mail address. Orders sent by facsimile must be stamped and signed by the Authorised User.
- 15.4 Should the Authorised User be unable to receive the Articles/Boxes at the given location, these shall be delivered to the documentation acceptance department, the reception desk, the security department, or to the designated third-party carrier of the Customer - against a signature of receipt.

## 16 SECURE DESTRUCTION PROTOCOL

- 16.1 The provisions of this Section are applicable to the RM service line only.
- 16.2 If Customer orders the destruction of Articles/Boxes, actual destruction will not take place until the Customer, either in a written form or electronically, has signed Iron Mountain's destruction offer. Parties find it sufficient if the electronic signature identifies the e-mail address only, but not the person who signed the offer (simple electronic signature).

## 17 IMCONNECT

- 17.1 The provisions of this Section are applicable to the RM service line only.
- 17.2 RM services will be ordered via Iron Mountain's online customer service system, the IMConnect.
- 17.3 In order to use IMConnect the Customer is obliged to duly sign the enterprise administrator form where Customer will name the private individuals who will have access to the system.
- 17.4 If Customer uses IMConnect, Customer will have the obligation to control and maintain the lists of personnel with whom Customer shares the passwords.

## C) SPECIFIC PROVISIONS FOR THE SCANNING SERVICE LINE

## 18 SIMPLE COPY PRINCIPLE

- 18.1 Iron Mountain raises Customer's attention that the digitalised image created during scanning is not qualified as an authentic electronic document, and does not equivalently substitute the original paper-based document in official procedures.

## 19 ADDITIONAL WORKLOAD

- 19.1 No matter that the Parties might set a lump sum for the provided scanning Services, Iron Mountain will be entitled to charge additional per item fees (in the amount listed in the Service Agreement), if the factual workload exceeded the Calculated Quantity.

## D) SPECIFIC PROVISIONS FOR THE SHREDDING SERVICE LINE

## 20 CONTENT

- 20.1 Unless otherwise agreed in the Service Agreement, Customer shall place paper-based (hard-copy) documents into the Shredding Bins only. Since Iron

Mountain takes over closed Shredding Bins, Iron Mountain has no knowledge of the real contents and type of the documents placed into the bins. It is Customer's responsibility that the compulsory retention periods related to such documents have passed, and that the destruction is not subject to special conditions (such as permit of public archives, official authorization etc.).

**E) SPECIFIC PROVISIONS FOR THE LEGACY SERVICE LINE**

**21 WORKLOAD BEYOND / BELOW THE CALCULATED QUANTITY**

21.1 If the ordered Service quantity exceeds the Calculated Quantity, Iron Mountain becomes entitled to charge additional fee per each additional order in the amount of the unit fee set in the Service Agreement, and may refuse the completion of such additional orders until Customer pays the additional fee. If such excession in the volumes occurred after the the Customer ceased to operate, Iron Mountain will provide the additional Services only if the person placing the order pays the per order unit fee.

21.2 If the ordered Service quantity does not reach the Calculated Quantity, pre-paid fees are non-refundable. Iron Mountain will not pay a refund either if before the end of the Preservation Period the Customer or the competent authority retrieves the Articles from the Facility, stores them at another facility temporarily or permanently, or oblige Iron Mountain to destruct the Articles.

**22 AUTHORISED USERS**

22.1 Section 15 will apply to the Legacy Service line also - with the following additions.

22.2 Customer accepts that Iron Mountain will keep providing access (including order rights) for the listed Authorised Users even when Customer ceased to operate/exist. Customer acknowledges that both during the winding-up/dissolution procedure and after the cessation of the Customer the (former) insolvency practitioner/receiver will have access (including order rights) to the Articles, and may decide to withdraw the access (including ordering) rights of other Authorised Users.

22.3 Iron Mountain will without any volume restrictions, automatically meet all official authority requests/warrants related to the Articles, and shall fully cooperate with the competent authorities. These acts of Iron Mountain will be treated as performing Services, so if the performed Service volumes exceed the Calculated Quantity, Iron Mountain will charge to the Customer additional fees in the amount of the unit fee set in the Service Agreement.

**23 CONTENT AND VALUE ASSESSMENT**

23.1 Section 13 will apply to the Legacy Service line also - with the following additions.

23.2 Iron Mountain raises Customer's attention that the documents having an imperishable value or otherwise historically significant must be handed over to the competent public archives, whereas documents containing qualified data must be listed and supervised by the competent authority. Customer represents and warrants that it shall not store with Iron Mountain documents falling into the abovementioned categories. Iron Mountain informs Customer that the social insurance data of Customer's insured individuals must be provided to the pension fund/tax office before Customer's cessation. Customer represents and warrants that it has complied or will comply with the abovementioned statutory obligations.

23.3 Iron Mountain raises Customer's attention that the place where Customer locates its invoices, books, tax statements must be notified to the tax authority, and that the competent authority might require the submission of this Service Agreement in order to ascertain that the insolvency practitioner/receiver ensured the safe storage of Customer's documents. Iron Mountain hereby gives its consent for the Customer to indicate its Facility as the place of document storage, and to present the Service Agreement to the competent authority.

23.4 It is Customer's responsibility to identify the compulsory Preservation Period(s) related to the Articles. When determining these periods, Customer must ensure that the preservation of Articles will not infringe any laws (e.g data protection laws), and that upon expiry, the Articles become legally destructible, i.e. the destruction of the Articles will not infringe any laws, and will not be subject to special preconditions (such as prior official authorization; permit of public archives, etc.). Taking this into account, Iron Mountain will automatically destruct the Articles upon expiry of the relevant Preservation Period(s).

**F) SPECIFIC PROVISIONS FOR THE SORTING SERVICE LINE**

**24 ON-SITE WORKS**

24.1 Since document sorting is usually performed at the Customer's premises, Customer will allow Iron Mountain reasonable access to its related premises. Customer represents and warrants that the premises are safe and are free from any hazardous substances or mixtures. Customer will ensure appropriate working conditions for Iron Mountain to carry out the works.

**25 ADDITIONAL WORKLOAD**

25.1 No matter that the Parties might set a lump sum for the provided sorting Services, Iron Mountain will be entitled to charge per item fees in an amount listed in the Service Agreement if the factual workload exceeded the Calculated Quantity.

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