

TERMS & CONDITIONS FOR THE SUPPLY OF SERVICES

1. INTERPRETATION

In these terms and conditions the following words and expressions shall have the meanings set out below or as defined in the Order Form:

Agreement: these terms and conditions together with the Order Form and the relevant Services Specification(s) and Charges Schedule(s);

Applicable Law(s): any applicable law, statute, bye-law, regulation, order, regulatory policy, binding guidance or industry code, rule of court or directives or requirements of any relevant regulatory body, delegated or subordinate legislation or notice of such regulatory body;

Article: a single Record and/or item of Media (as determined by the manner in which the Customer pays for storage or Services relating to such item) and reference to "Articles" shall be construed accordingly;

Authorised Users: the named individuals authorised by the Customer to access and use the Services and provide binding instructions to Databond in relation to the same as notified to Databond in writing from time to time. For the avoidance of doubt, Databond shall determine the way instructions are to be provided by the Authorised Users;

Charges Schedule: the charges schedule(s) in respect of the Services provided to the Customer along with the Order Form;

Confidential Information: all confidential information or commercially sensitive information actually disclosed by one party ("**Disclosing Party**") to the other ("**Receiving Party**") (excluding the Articles which are dealt with separately under this Agreement);

Container: a box or container used to store the Records or Media (as the case may be);

Databond Systems: Databond systems and software made available to the Customer in connection with the Services from time to time;

DM Services: the data management services referred to as DM in the Order Form, and/or DRMS, set out in the DM Services Specification or any SOW;

Effective Date: the earlier of the date of last signature of the Order Form or the date of commencement of the Services;

Facilities: the Databond sites or agreed Customer premises or Customer's nominated address(es) to/from which Databond shall provide certain elements of the Services and reference to "**Facility**" shall be construed accordingly;

Fees: the fees and charges as set out in the Charges Schedule(s) as varied from time to time or any amounts otherwise due in accordance with this Agreement;

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a skilled and experienced company within the Databond's industry or business sector, under the same or similar circumstances;

Group Company: any person which is in relation to the Customer, its holding company or its subsidiary or a subsidiary of its holding company or any other person controlled by or under the same control either directly or indirectly. "holding company" and "subsidiary" will have the meanings attributed to them in Article 2 of the Companies (Jersey) Law 1991;

Group Company Agreement: an agreement between Databond and a Group Company for the provision of services by Databond to the Group Company incorporating the terms and conditions of this Agreement.

GST: means Goods and Services Tax and any similar additional sales tax;

Image: the creation of a digital image of an Article or Articles;

Initial Period: unless otherwise stated in the Charges Schedule, the period of 12 months from the Effective Date or such other period as the parties may agree in relation to each Service;

IPR: any and all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

Order Form: the Order Form signed by both parties;

Records: Customer's hard copy records, documentation, papers, books, microfilm and/or microfiche (together with any files, binders or other storage media in which the above are contained) in relation to which Databond agrees to provide the Services;

RM Services: the records management services, including DRMS (if selected), as set out in the RM Services Specification;

Services: the DM Services, the RM Services and/or the SS Services as set out in the relevant Services Specification or any SOWs, services or projects provided by Databond to the Customer ;

Services Specification: the services descriptions identified in the Order Form as may be updated from time to time by Databond without notice; and

SOW: any document (or project plan) agreed in writing between the parties that fully describes the Services to be provided including the service levels, pricing, and service assumptions;

SS Services: the secure shredding services as set out in the SS Services Specification;

Working Day: Monday to Friday (inclusive) excluding bank and public holidays in the country in which the Services are provided.

2. TERM AND APPOINTMENT

2.1 The Customer appoints Databond to provide the Services in accordance with this Agreement from the Effective Date for the Initial Period (unless terminated earlier in accordance with the terms of this Agreement). Thereafter, unless either party gives to the other not less than ninety days' prior written notice of termination to expire at the end of the Initial Period, or any anniversary thereof, the Agreement shall continue with automatic renewals for additional one-year terms.

2.2 In the event that this Agreement incorporates multiple Services Specifications (which, for the avoidance of doubt, will be set out in the Order Form or as otherwise agreed between the parties), clause 2.1 shall apply to each Services Specification individually.

2.3 Accordingly, subject to clauses 2.1 and 2.2, in the event that this Agreement incorporates multiple Services Specifications, each Service Specification may be terminated separately.

2.4 In the event that Databond provides any Services: prior to the Effective Date (which are not subject to a pre-existing and enforceable written agreement), or following the expiry or termination of this Agreement, and until all Articles are removed from Databond's Facilities; such Services shall be governed by the terms of this Agreement.

3 DATABOND'S OBLIGATIONS

3.1 For the duration of this Agreement, Databond shall provide the Services:
3.1.1 in accordance with the relevant Services Specifications;
3.1.2 with reasonable care and skill, in accordance with Good Industry Practice and any Applicable Law pertaining to Databond.

3.2 The Customer acknowledges and agrees that the terms of this Agreement only apply to Articles that are in Databond's possession, custody and control. The Articles shall only come into Databond's possession and control when they have been collected by the relevant Databond personnel and they shall stay in Databond's custody and control until the Articles are destroyed by Databond in accordance with this Agreement or provided to a third party as instructed by the Customer or returned to the Customer by Databond and unloaded at a Customer Facility.

3.3 If Databond's performance of its obligations under this Agreement is prevented or delayed by the Customer's breach of this Agreement:

3.3.1 Databond shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay; and

3.3.2 Databond shall be entitled to be paid the Fees as if it were performing the Services as normal.

3.4 In the event that Databond sells Containers or other media products to the Customer in connection with the Services, Databond shall use reasonable endeavours to assign to the Customer any relevant manufacturer's warranties applicable to the Containers or other media products but otherwise makes no warranties (and excludes any implied warranties to the fullest extent permitted by law) in relation to the same and shall not be liable in contract, tort or otherwise in relation to the quality or fitness for purpose or description of such Containers or media products.

3.5 If at any time any Containers are damaged or have in Databond's reasonable opinion deteriorated to such an extent that any Article contained within them is at risk of being damaged Databond may repair or replace the Containers without notice. Unless such damage is caused by Databond's negligence, such repair or replacement of Containers shall be at Customer's expense.

4 CUSTOMER'S OBLIGATIONS

4.1 The Customer shall:

4.1.1 pay the Fees set out in the Charges Schedule(s) in accordance with the terms of this Agreement;

4.1.2 (where required for the purposes of providing the Services) allow Databond reasonable access to the Customer Facilities;

4.1.3 ensure that Databond is provided with any instructions or information reasonably necessary to allow Databond's employees to access the Customer Facilities or to provide the Services;

4.1.4 promptly notify Databond of any issues that may delay, prevent or otherwise affect Databond's ability to perform this Agreement;

4.1.5 reimburse Databond for any reasonable costs, Fees or expenses (including reasonable legal fees) incurred by Databond in relation to any third party claim or dispute that Databond becomes involved in as a result of the destroying or disposing of any Articles for Customer;

4.1.6 only deposit Articles with Databond, and not any other materials that are explosive, flammable, hazardous, illegal, toxic or otherwise dangerous or which are regulated under any Applicable Law relating to hazardous materials; and

- 4.1.7 keep the list of Authorised Users up-to-date and promptly notify Databond in writing by email of any changes to the Authorised Users and, where user names or passwords are provided to the Authorised Users, take all reasonable steps to safeguard them and prevent unauthorised use of the same.
- 4.2 The Customer warrants, represents and undertakes that it:
- 4.2.1 is the owner or legal custodian of the Articles and that it has the requisite rights and permissions to provide the Articles to Databond for destruction; and/or
- 4.2.2 has all necessary authority to deal with the Articles in accordance with this Agreement.
- 5 IMPLEMENTATION PLAN**
- 5.1 Databond and the Customer shall, if necessary, agree an implementation plan in which the parties will set out:
- 5.1.1 the method by which the Articles will be made available to, or collected by, Databond from the Customer, the Customer's previous supplier or a third party; and
- 5.1.2 any Fees to be charged by Databond for the Services provided under the implementation plan; and
- 5.1.3 in the event that any Fees charged by Databond for the Services provided under the implementation plan are to be deferred, whether or not such Fees will become payable upon termination of this Agreement.
- 6 EXIT PLAN**
- 6.1 Both parties shall use reasonable endeavours to agree an exit plan during the term of this Agreement in accordance with this clause 6 ("Exit Plan") during the following periods of time:
- 6.1.1 within 30 Working Days of either party serving notice to terminate this Agreement; or
- 6.1.2 at least 2 months prior to the expiry of this Agreement.
- 6.2 The Exit Plan shall, as a minimum, provide the Customer with:
- 6.2.1 a detailed programme of the transfer process and procedure to be implemented including time frames for the completion of the transfer of all Articles held by Databond to a third party replacement supplier or the Customer (the "Exit Period") and the parties respective responsibilities; and
- 6.2.2 a list of applicable reasonable rates for additional Databond resources to the extent not already defined by the terms of this Agreement.
- 6.3 Unless the parties agree otherwise, Databond will not be required to transfer more than 250 single Articles per day during the Exit Period.
- 7 EXIT CHARGES**
- 7.1 Any permanent withdrawal and retrieval service charges set out in the relevant Charges Schedule(s) shall be applied on exiting this Agreement and to the exercise of transferring Articles whether or not to the Customer or a third party replacement supplier.
- 7.2 Fees for Services rendered up to final removal of all Articles from Databond's custody, including but not limited to permanent withdrawal and retrieval fees, shall (unless otherwise agreed in writing) be invoiced (the "Exit Charges Invoice") by Databond to the Customer and paid in advance by the Customer prior to the start of the transfer of the Articles to the Customer or a third party supplier upon termination or expiry of this Agreement. Any additional services provided by Databond to the Customer outside of those detailed on the Exit Charges Invoice shall be payable in accordance with clause 9.1.2.
- 8 DATA PROTECTION**
- 8.1 The parties shall comply with the provisions and obligations of the then current Data Processing Agreement ("DPA") as set out at www.ironmountain.co.uk/utility/legal/customer-terms-and-conditions. To the extent of any conflict between the DPA and the Data Protection Authority (Jersey) Law 2018 (the DPJL), the DPJL shall prevail. References in the DPA to Iron Mountain shall be deemed to refer to Databond.
- 8.2 If at any time, the Customer considers the information detailed within Appendix 1 of the DPA, is incorrect or incomplete, the Customer shall promptly notify Databond Customer Services in writing.
- 8.3 The parties agree that a variation of Appendix 3 of the DPA, that Logcalis Jersey Limited shall be added as an approved Sub-Processor for the delivery of the Services.
- 9 FEES AND PAYMENT**
- 9.1 Unless otherwise stated in the Charges Schedule:
- 9.1.1 the Fees shall be invoiced in arrears for all Services;
- 9.1.2 the Customer shall pay all invoices within 30 days of the date of invoice; and
- 9.1.3 all Fees shall be exclusive of GST.
- 9.2 The Fees for the Services shall be fixed to the end of the calendar year in which the Order Form is signed. Thereafter, Databond shall be entitled to adjust the Fees at any time by giving not less than 30 days' written notice to the Customer.
- 9.3 If the Customer fails to pay any undisputed sums due under this Agreement on the due date for payment then Databond may, 30 days after issuing a written notice to the Customer to cure the default (which default remains uncured after such period) by written notice to the Customer:
- 9.3.1 suspend all or any part of the Services pending payment of the relevant sums; or
- 9.3.2 terminate this Agreement with immediate effect.
- 9.4 If the Customer fails to pay any undisputed sums due under this Agreement within 12 months after the invoice date then without prejudice to Databond's other rights and remedies at law or under this Agreement, Databond shall be entitled (at the Customer's cost) to destroy any Articles in its possession and the Customer shall indemnify and hold Databond harmless in relation to any costs, losses, damage or other liabilities incurred by Databond in relation to any claim by the Customer or any third party relating to the destruction of the Articles.
- 9.5 In the event that a Customer's account is suspended for non-payment, Databond may bill the Customer for expenses in the amount of £50 to restore the Customer's account after receiving payment for the sums remaining due.
- 9.6 Without prejudice to Databond's other rights at law or under this Agreement, the Customer shall pay interest and charges in the event of any late payment of invoices at 4% per annum above the then current base rate of HSBC.
- 9.7 The Customer acknowledges that any request for a volume of storage or services, including permanent withdrawals, beyond that reasonably anticipated at the Effective Date of the relevant Service, may cause Databond to incur additional costs, which the Customer shall pay provided that it has been informed of and agreed to such costs in advance. If such costs are not agreed, Databond shall be under no obligation to comply with any such request.
- 9.8 The Fees set out in this Agreement are agreed by Databond based upon the expectation that the storage volumes anticipated by Databond at the Commencement Date will materialise and not decline materially during the term of this Agreement. If the anticipated storage volumes do not materialise as reasonably anticipated by Databond or are materially reduced Databond reserves the right to review and adjust pricing by notice in writing to the Customer based on such decreased volume.
- 9.9 The cost of any services and /or products required by the Customer which are not identified in any applicable Charges Schedule(s) shall be agreed in writing in advance between the parties. In the absence of prior written agreement such services and / or products shall be charged at Databond's then standard rates (details of which are available from the Customer's usual Databond contact or from Databond's Customer Services team).
- 9.10 Databond may, subject to prior written agreement, comply with any bespoke or non-Databond standard billing or invoicing requirements of the Customer subject to the Customer agreeing to pay Databond's reasonable costs in complying with the same.
- 10 INTELLECTUAL PROPERTY RIGHTS**
- 10.1 The Customer shall not acquire any right, title or interest in or to any IPR of Databond or its licensors, including the IPR relating to the Databond Systems or Services and any and all IPR that is owned by or licensed to Databond which is or has been developed independently of this Agreement (whether prior to the Effective Date or otherwise).
- 10.2 Databond shall not acquire any right, title or interest in or to any IPR of the Customer or its licensors.
- 11 CONFIDENTIALITY**
- 11.1 Each party shall:
- 11.1.1 not use the other party's Confidential Information otherwise than in the performance of its obligations under this Agreement; and
- 11.1.2 not disclose the other party's Confidential Information to any person (save for its directors, employees, and authorised agents to the extent that such disclosure is necessary for the performance of this Agreement and for whose actions the relevant party shall remain liable) except with the prior written consent of the Disclosing Party.
- 11.2 Clause 11.1 shall not apply to Confidential Information which:
- 11.2.1 is or becomes at any time publicly known other than by the Receiving Party's breach of this Agreement; or
- 11.2.2 can be shown by the Receiving Party to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or
- 11.2.3 is or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure; or
- 11.2.4 is required to be disclosed by law or in order to instruct professional advisers.
- 12 LIMITATION OF LIABILITY**
- 12.1 Nothing in this Agreement shall be deemed to be an exclusion or limitation (or attempt to create an exclusion or limitation) of either party's liability for:
- 12.1.1 death or personal injury claims arising from a party's negligence; and/or
- 12.1.2 fraud or fraudulent misrepresentation; and/or
- 12.1.3 any other matter for which it would be unlawful for such party to attempt to exclude or limit its liability.
- 12.2 The parties acknowledge and agree that it is fair and reasonable for Databond to exclude and limit its liability as provided in this Agreement.
- 12.3 The Customer shall indemnify Databond in relation to any costs, losses, damage or other liabilities incurred by Databond in connection with any claim (including

those relating to rectifying any conflict) by a third party that the collection, storage, handling, destruction or shredding of any Articles in accordance with the terms of this Agreement is in breach of or infringes any of such third party's contractual, common law or other legal rights.

12.4 Databond's total liability in respect of loss of or damage to tangible property (excluding Articles) shall not in any circumstances exceed £1,000,000 (one million pounds) in aggregate throughout the term of this Agreement.

12.5 Databond shall only be liable for losses that arise as a result of Databond's negligence in connection with the Services and any such liability shall (subject to clause 12.7 below) not exceed:

12.5.1 in respect of loss or damage to Media or Media Containers, £50 per loose Media item stored by Databond or £250 per Media Container for each Media item or Media Container that is subject to loss and/or damage;

12.5.2 in respect of loss or damage to Records, £1 per Records Container and/or £1 per linear foot of open shelf files (as appropriate) for each Records Container or linear foot of open shelf files that is subject to loss and/or damage;

12.5.3 In respect of loss or damage to Images, the lower of the Customer's proven losses or the total Fees paid by the Customer to Databond for the imaging services in the 3 months preceding the event which gave rise to the claim.

12.6 For any default, loss or damage outside that more particularly addressed under clause 12.4 and 12.5, Databond's maximum liability shall be limited to the total Fees paid by the Customer to Databond for the relevant Services as were provided to the Customer in the period of 6 months prior to the occurrence of such default, loss or damage.

12.7 Subject to clause 12.1 and without prejudice to the Customer's obligation to pay the Fees, each party's liability shall be limited to direct damages and in no event and under no legal theory, including tort, contract or otherwise, shall either party be liable for any indirect, special, incidental or consequential damages (including loss of profits) even if advised of the possibility of the same.

12.8 Databond shall not be liable for any delay, damage or inability to perform Services caused by acts of God, fire, flood or storm, epidemic, pandemic, government actions, labour unrest, riots, terrorist acts, unusual traffic delays or other causes beyond its control. If such inability persists for a continuous period of more than 30 days, either party may terminate this Agreement by notice in writing to the other.

12.9 Databond shall not be liable for any losses incurred by the Customer to the extent such losses result from Databond complying with the instructions of the Authorised Users (or such other individuals as may be authorised by agreement between the parties).

13 TERMINATION

13.1 In addition to the rights provided in clauses 2, 9.3 and 12.8, either party may terminate this Agreement by notice in writing to the other:

13.1.1 if such other party is in material breach of its obligations under this Agreement and such other party fails to remedy such breach within 20 Working Days of service of a written notice, specifying the breach and requiring it to be remedied;

13.1.2 if such other party has a petition for winding up or for an administration order presented against it or passes a resolution for winding up or calls any meeting of its creditors or has an administrative or other receiver or an administrator of all or any part of its undertaking or assets appointed or (being an individual or partnership) has a bankruptcy petition presented against it or similar situation arises.

14 NOTIFICATIONS, COMPLAINTS AND LEGAL ACTIONS

14.1 Any formal legal proceedings issued by the Customer against Databond for loss, damage, or destruction of the Articles or any claim or cause of action relating to the provision of the Services shall only be valid if made within 12 months of:

14.1.1 the date of performance of the relevant Services; or

14.1.2 the date when the loss, damage, or destruction of all or part of the Articles has been communicated to the Customer; or

14.1.3 the Customer otherwise becomes aware, or reasonably ought to have become aware, of the same (subject to this date not being more than 12 months after the expiry or termination of the Services);

and the Customer shall be deemed to have expressly waived any such claim after the expiry of the above time limit.

14.2 All notices that are required to be given under this Agreement shall be in writing and shall be sent to the address provided in the Order Form or such other address as the parties shall notify to one another in writing from time to time, by first class pre-paid letter and shall be deemed to have been received 48 hours after the date of mailing.

14.3 Notifications sent to Databond pursuant to clause 14.1 above should be marked for the attention of Databond's Legal Department and must also be copied to Databond's nominated main contact as shall be notified to the Customer from time to time (if any).

15 AUDIT RIGHTS

15.1 Databond shall provide to the Customer or the Customer's internal audit staff or properly appointed external auditors, as the Customer may notify Databond in writing from time to time ("**Auditors**"), or the Customer's regulators ("**Regulators**"), reasonable access to the records relating to the Services (but excluding any financial or proprietary information of Databond or other customers) at the Databond Facilities at such reasonable times that Databond considers to be appropriate subject at all times to the Customer:

15.1.1 providing at least 15 working days' prior written notice to Databond and a reasonable opportunity to agree the scope of the audit;

15.1.2 complying with Databond's security measures and policies at the Databond Facilities;

15.1.3 ensuring that prior to any access to the Databond Facilities the Auditors or Regulators sign Databond's non-disclosure agreement;

15.1.4 (except where an audit is imposed by the Regulators) ensuring that only one such audit shall take place in any one calendar year; and

15.1.5 paying any reasonable costs properly incurred by Databond at Databond's standard rates.

16 COMPLIANCE

16.1 The parties shall act in compliance with all applicable anti-bribery and corruption laws and regulations including the UK Bribery Act 2010.

16.2 The parties shall individually maintain adequate policies and procedures designed to prevent any activity, practice or conduct relating to the Services that would constitute an offence under any applicable anti-bribery and corruption laws and regulations.

16.3 The parties shall act in compliance with all applicable modern slavery and trafficking laws. Both Databond and the Customer shall take all reasonable steps to ensure that slavery, servitude, human trafficking, forced or compulsory labour, and/or child labour do not take place in its supply chains or in any part of its business (including making all necessary enquiries with its suppliers and, to the extent reasonable, other parties in the supply chain).

17 GENERAL

17.1 No addition to, or modification of, any provision in this Agreement shall be binding on either party unless made in writing and signed by duly authorised representatives of both parties.

17.2 The Customer may not assign or otherwise transfer this Agreement or any of its rights or obligations whether in whole or in part without the prior written consent of Databond, such consent not to be unreasonably withheld or delayed.

17.3 The Customer agrees that should any Group Company have a requirement for services that Databond may provide such services in accordance with the terms contained herein subject to such Group Company agreeing to be bound by the terms and assuming the rights and obligations of the Customer in relation to such services and by signing a Group Company Agreement.

17.4 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of this Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

17.5 The Customer represents and covenants that upon the Effective Date 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 Databond to be in violation of such laws and regulations, and will not require Databond to directly or indirectly take any action that might cause it to be in violation of such laws and regulations.

17.6 If any provision in this Agreement is found or held to be invalid or unenforceable, then the meaning of such provision shall be construed, to the extent feasible, so as to render the provision enforceable and which most closely reflects the intent of entering into this Agreement.

17.7 This Agreement constitutes and contains the entire agreement of the parties and supersedes any and all prior agreements, negotiations, correspondence, representations (except fraudulent representations), understandings and communications between the parties, whether written or oral, respecting the subject matter.

17.8 This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.