

EFFECTIVE AS OF 10 SEPTEMBER 2020

**A) PROVISIONS APPLICABLE TO BOTH 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 hard-copy records management Services against regularly charged fees ("RM Services"); or
- 1.1.2 pre-paid hard-copy records management Services ("Prepaid RM Services").
- 1.2 These GT&Cs shall apply to the above listed service lines only, 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 both abovementioned service lines, whereas Clauses B) – C) apply to the there indicated Service line 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' initial 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.

<b>"Services"</b>	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).
<b>"Articles"</b>	Customer's paper-based, hard-copy documentation/records on which Iron Mountain provides its Services. Articles are not registered by Iron Mountain separately.
<b>"Confidential Information"</b>	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.
<b>"Member Company"</b>	Those entities which are controlled by, or under common control with either Iron Mountain or Customer.
<b>"Box"</b>	The largest storage unit within which the Folders and Articles are stored; Boxes are registered by Iron Mountain via separate barcodes;
<b>"Folder"</b>	The storage units within which the Articles are stored. If the inventory list details descriptive information related to the Folders, Folders are also registered by Iron Mountain, otherwise not.
<b>"Authorisation Form"</b>	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 related to the Articles.

**"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 Agreements. The Parties may amend all provisions of the GT&Cs by provisioning different terms in the Service Agreements.

**"Preservation Period"** Means the period set by the Customer during which the Articles must be retained. In the RM Service line, destruction takes place upon Customer's separate order only; in the Prepaid RM Service line, however, Destruction is automatic once the Preservation Period has expired.

**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 and has all necessary authority to dispose of the Articles;
- 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 which are made of hazardous substances or mixtures in the meaning of Article 3 of Regulation (EC) No. 1272/2008.

**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.
- 4.2 Customer will pay the fees within the payment deadline stipulated in the Service Agreement. Payment deadline is counted from the date of invoice.
- 4.3 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 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>.

**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 in e-mail. Iron Mountain's customer service is available on working days from 9 am and 5 pm:  
 Tel.: +372 6034 050  
 E-mail: [arhiivikeskus@arhiivikeskus.ee](mailto:arhiivikeskus@arhiivikeskus.ee)

**8 NOTIFICATIONS**

- 8.1 Any legal notices required under these GT&Cs must be sent by personal delivery or by registered post with return delivery to the interested party's address as indicated in the effective company register. All notices shall be deemed to have been received at the following dates: in case of personal delivery, when the addressee takes over the notification; in case of posting, when the return delivery is signed by the addressee; if the return delivery is not signed, on the fifth business day following dispatch.

**9 UNILATERAL WITHDRAWAL, SUSPENSION**

- 9.1 Either party may terminate (unilaterally withdraw from) 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 (e.g. if Customer fails to pay the fees to Iron Mountain within the payment term), 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.
- Unilateral withdrawal terminates the Agreement ex nunc; fees for already provided Services are not refunded.
- 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 from exercising 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 The Service Agreement shall be governed by and construed in accordance with the laws of Estonia. 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 Estonian Courts.

**B) SPECIFIC PROVISIONS FOR THE RM SERVICE LINE**

**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 upon cessation of the Service Agreement, and therefore Iron Mountain is compelled to carry out several actions having associated costs (e.g. further storage of Articles, 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 are delivered out from Iron Mountain's facility or otherwise destructed. 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.
- 11.3 Iron Mountain will be entitled to refuse to return the Customer's Articles before the full settlement of any outstanding fees.
- 11.4 Parties accept that each delivery of Articles 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, since Iron Mountain still provides the space for their storage (stand-by Service).

## C) SPECIFIC PROVISIONS FOR THE PREPAID RM SERVICE LINE

### 12 PAYMENT TERMS

12.1 For the storage of Articles, Iron Mountain will invoice the fees monthly in advance, whereas for 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 and/or Folders. In order to ease the identification of Articles, the Customer may provide descriptive information related to the individual Articles on listing sheets, but Iron Mountain will not examine the authenticity of the information, and the Parties will not consider these information as any proof of the Articles' actual content. Consequently, Iron Mountain has no knowledge of the contents of the Articles. Given this, the Customer is obliged to raise Iron Mountain's attention if (due to the specific contents or type of the Articles) the Services are subject to special conditions (such as electronic signing, permit of public archives, etc.).

13.2 Iron Mountain does not have any knowledge of the value of the Articles 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. For the sake of clarity, Iron Mountain's liability for the loss, deterioration or accidental destruction of the Articles 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 withdrawal of Boxes/Folders, 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.

14.2 If Customer orders permanent withdrawal of Boxes from Iron Mountain's facility, Iron Mountain will charge permanent withdrawal fee beyond retrieval fee, no matter that such 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 his/her personal ID number 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.

15.4 Articles/Boxes will 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 If Customer orders the destruction of Articles/Boxes, actual destruction will not take place until the Customer has either electronically or in a hard-copy format has signed Iron Mountain's destruction offer. Parties find it sufficient if the electronic signature on the destruction offer identifies the e-mail address only, but not the actual person who has signed the offer (simple electronic signature).

### 17 SIMPLE COPY PRINCIPLE

17.1 Iron Mountain raises Customer's attention that whenever Iron Mountain creates a digitalised image of Customer's Articles, the scanned image will not qualify as an authentic electronic document, and does not equivalently substitute the original paper-based document in official procedures.

### 18 NO REFUND PRINCIPLE

18.1 If the prepaid Service quantity does not reach the quantity calculated in the Service Agreement, the prepaid fees are non-refundable. Iron Mountain will not pay a refund either if prior to 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.

### 19 AUTHORISED USERS

19.1 Section 15 will apply - with the following additions.

19.2 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. After Customer's cessation, Iron Mountain will only meet such service orders, if the person placing the order pays the applicable service fee.

19.3 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, therefore, Iron Mountain will charge to the Customer the itemised fees set in the Service Agreement.

### 20 CONTENT AND VALUE ASSESSMENT

20.1 Section 13 will apply - with the following additions.

20.2 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.

20.3 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 make sure that the insolvency practitioner/receiver ensured the safe storage of Customer's documents. Iron Mountain hereby gives its consent to indicate its facility as the place of document storage, and to present the Service Agreement to the competent authority.

20.4 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).

