

# LEGAL TERMS & CONDITIONS

(Ukraine)

EFFECTIVE AS OF OCTOBER 1, 2021

## A) PROVISIONS APPLICABLE TO ALL SERVICE LINES

### 1 GENERAL PROVISIONS

- 1.1 These Legal Terms & Conditions ("T&Cs") set out the legal terms applicable when OSG provides to the Customer
- ongoing records storage and management Services against regularly charged fees ("RM Services");
  - pre-paid records storage and management Services ("Prepaid RM Services with destruction");
  - one-off or ongoing scanning Services ("Scanning Services");
  - archival processing services ("Archival services");
  - one-off or ongoing secure destruction services ("Destruction services").
- 1.2 These T&Cs shall only apply to the Service lines listed above, unless otherwise agreed in the respective Service Agreement signed between the parties.
- 1.3 Clause A) of these T&Cs stipulates the legal terms applicable to all abovementioned Service lines, whereas Clauses B) – E) apply to the there indicated Service line only.
- 1.4 When a Service Agreement is signed between the parties, it will automatically incorporate the effective terms of these T&Cs. Any future changes to these T&Cs will not modify the contents of Agreement (i.e. the T&Cs effective on the signing date will remain applicable). With respect to the other online annexes of the Service Agreement, however, always the latest available version as published on OSG's website will be applicable. OSG will make all versions of the T&Cs and the latest effective versions of the rest annexes available on its website.

### 2 DEFINITIONS

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

<b>"Services"</b>	The services provided by OSG to the Customer under a given Service Agreement. The services are listed in the respective Service annex.
<b>"Data carriers"</b>	General definition for all carriers within which or on which Customer data are retained, such as Files, Boxes, Media, Briefcases, etc.
<b>"Document"</b>	Means the hard-copy documents such as binders or clipped/stapled pages on which Customer data are preserved.
<b>"File"</b>	The storage unit such as Folders or separate Documents as parts of Folders or Boxes. Upon Customer's request or if it is required for the provision of the Services OSG also registers the Files in its inventory system.
<b>"Media"</b>	Customer's data tapes/cassettes or various types of digital media, on which OSG provides the Services. Media are registered by OSG if stored as loose media items and not in Briefcases.
<b>"Box/ Briefcase"</b>	The largest storage unit within which the Files/Documents or Media might be stored; Boxes/Briefcases are always registered by OSG. OSG provides to the Customer Boxes and Briefcases for sale.

**"Article"** Means the Customer's assets, such as marketing materials, office supplies or equipment, personal protective equipment, furniture and other assets agreed by the Parties for storage with OSG. Articles are registered by OSG.

**"Confidential Information"** Means all data and information (regardless of the Data carrier 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 OSG.

**"Image"** Digital images created by scanning the Customer's Documents, or digital images transferred by the Customer to OSG for storage.

**"Access Form"** The document which indicates the data of Authorised Users.

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

**"OSG Order"** A written document issued by OSG in PDF format based on the Customer's order that confirms the placement for storage and/or the transfer of Data carriers/Articles to the Customer as well as providing the Services to the Customer.

**"Customer's Order form"** A written order sent by the Customer's Authorized user to OSG in Excel form for ordering the Services.

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

**"Account/ Subaccount"** Unique account assigned to the Customer in OSG's electronic system for each Customer service region (the city where the Facility is located and the locations in its service area). Upon Customer's request, OSG can create Subaccounts for separate accounting of services provided to the Customer's different divisions within the same service region, as well as to distribute access to the Data carriers/Articles between Customer's different employees.

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

**"Preservation Period"** The period set by the Customer during which the Data carriers must be retained. In the RM Service line, destruction takes place upon Customer's separate order only, in the Prepaid RM Service with destruction line, OSG might require the Customer to sign a preliminary Order or destruct the Data carriers automatically upon expiry of the Preservation Period.

**"Facility"** Means the sites where OSG stores the Customer's Data carriers/Articles, or where OSG provides its Services. Based on capacity/logistic planning OSG might choose at its discretion at which facility it shall store the Data carriers/Articles or provide its Services from.

## 3 CUSTOMER'S WARRANTIES

The Customer:

- 3.1 will pay the fees for the Services in accordance with the terms of the Service Agreement and these T&Cs;
- 3.2 declares that it is the owner or legal custodian of the Data carriers and their contents or Articles, and has all necessary authority to dispose of the Data carriers/Articles and their contents;
- 3.3 shall not deposit with OSG (for the purposes to provide any Services thereon) any items that are toxic, explosive, flammable, radioactive, organic, or materials which may attract rodents, insects or molds, or any articles which are hazardous or illegal, securities, jewelry, tickets, cheque stock, documents of title, shares, literary or artistic manuscripts, items that have intrinsic value, as well as any household or other articles if otherwise agreed by the Parties. In the sphere of this Agreement, paper is not considered as flammable material.
- 3.4 The Customer shall indemnify OSG for all damages, costs and expenses incurred by OSG in conjunction with the Customer's breach of the warranty obligations under this Section.

## 4 FEES AND PAYMENT

- 4.1 Fees for the Services are specified in the Price list to the Service annex. The fees are net fees; statutory VAT will be added. All applicable taxes and other fees, that are incurred exclusively in relation to the Services shall be stated separately on OSG's invoice and shall be borne by the Customer.
- 4.2 The Customer will pay the fees within the payment deadline stipulated in the Service Agreement. Payment deadline is counted from the date of invoice. Payment obligation is only fulfilled when OSG's bank account is credited with the invoiced amount in full.
- 4.3 Service fees shall be fixed until the end of the calendar year in which the Service Agreement was signed except for the Customers who entered into the Service agreement in the last quarter of a calendar year, for which the Services fees shall be fixed until the end of the following year. Thereafter, OSG shall be entitled to adjust the fees at any time by giving a prior electronic (e-mail) notice to the Customer's authorised representative listed in the Access Form, with the indication of the new fees. Making any variation to the Service fees OSG shall consider factors including inflation, changes in labour costs, price volatility of raw materials, real estate costs, foreign exchange rates and general economic conditions. The fees charged for the services shall be deemed changed from the date indicated in the notice, and the Customer shall pay for the Services in compliance with the received notice. Signing of any supplementary agreement or a new fee table is not a prerequisite.
- 4.3 OSG is not entitled to modify the fee rates for one-off, project-type services (e.g. one-off scanning) and for the prepaid elements of the fees (e.g. prepaid RM).
- 4.4 Within 5 business days from its receipt, the Customer shall sign a monthly service acceptance act or will provide OSG with a reasonable written refusal to sign the report. Should there be any written objections, the authorized representatives shall, within 5 further business days, reach consensus on the disputed issues. Should the Customer refuse to sign the service acceptance act or fail to provide a reasonable written refusal within the established deadline, the services shall be deemed as accepted without any reservations.

- In this case, the service acceptance act signed by OSG unilaterally shall be legally valid as if it was signed by both parties.
- 4.5 Should the Customer fail to make payments within the established time period, the Customer shall pay a penalty in the amount of 0.1% of the overdue amount for each calendar day of delay until the overdue amount is fully paid.
- 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 Within the limits stated in Section 6.3 below, and as far as legally permissible, OSG'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 OSG; (ii) the amount which in relation to Services of an ongoing, continuous nature the Customer paid to OSG within the last 3 calendar months preceding the occurrence of such liability.
- 6.2 Within the limits stated in Section 6.3 below and as far as legally permissible, OSG will have no liability for loss of profit, indirect, consequential and non-material damage arising out of the breach of the Service Agreement. OSG shall also be released from liability if all the measures provided herein for proper fulfillment of its obligations have been taken. OSG shall not be responsible for the loss or damage of the Data carriers/Articles caused by circumstances of insuperable force or properties of the Data carriers/Articles of which OSG was not aware nor should have been aware of.
- 6.3 The limitations of liability in Sections 6.1 and 6.2 above shall not apply for  
- damages caused intentionally,  
- death or bodily injuries.
- 7 NOTIFICATIONS**
- 7.1 Any legal notices required under these T&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. If the return delivery is not signed for any reasons or a party otherwise avoids receiving a notice, the legal notification shall be deemed to have received on the fifth business day following dispatch. All operational-type notices from OSG (including the service acceptance act, the fee increase notifications or notifications about new Annexes links on the OSG website particularly) might also be sent out to the e-mail address of the Customer's Authorised User. Such e-mail notices shall be deemed to have received on the first business day following dispatch.
- 8 TERMINATION, SUSPENSION**
- 8.1 Either party may terminate the Service Agreement with immediate effect by notice to the other party:
- 8.1.1 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
- 8.1.2 if such other Party is entered into liquidation or bankruptcy proceedings.
- 8.2 In the event that the Customer fails to pay the fees to OSG within the respective payment term and fails to remedy such breach within 20 working days' service of a written notice, OSG may suspend the Services in full or in a part until all outstanding fees are paid in full. This entitlement does not deprive OSG from exercising its termination right according to Section 8.1.
- 9 MISCELLANEOUS**
- 9.1 OSG 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 OSG is entitled to assign all or part of its obligations to any of its Member Companies with prior notice to the Customer.
- 9.2 OSG will without any volume restrictions, automatically meet all official authority legitimate requests/warrants related to the Data carriers/Articles. These acts of OSG will be treated as performing Services, therefore, OSG will charge to and Customer will pay the itemised fees set in the Service Agreement.
- 9.3 The Service Agreement shall be governed by and construed in accordance with the legislation of the Ukraine. Should any legal dispute arise between the parties that cannot be settled amicably, the parties shall submit the dispute to the jurisdiction of court at OSG location.
- 9.4 Any claim by the Customer shall be delivered to OSG within 3 months from the occurrence of the reason giving ground for such claim. Failure by the Customer to make a claim within said period shall mean that the Customer have waived that claim it may had against OSG.
- 9.5 The headings of articles used in the Service Agreement and its annexes are provided only for convenience of use, and when interpreting the Service Agreement and its annexes can not be considered as provisions that have their own meaning.
- 9.6 If any provisions hereof are considered invalid, illegal or inapplicable in accordance with the current legislation of Ukraine, it shall not affect the validity, legality and applicability of the other provisions hereof.
- 9.7 The Customer gives OSG the right to refer in their marketing and advertising materials on the fact of cooperation with the Customer. OSG will not disclose the commercial terms of cooperation and will use the Customer's company name/trademark solely for information about cooperation with the Customer. In addition, the Customer agrees to receive informational and advertising messages from OSG that OSG has the right to send to the Customer's Authorized Users under the Agreement.
- B) SPECIFIC PROVISIONS FOR THE RM SERVICE LINE**
- 10 TERM**
- 10.1 If the Service Agreement stipulates a definite term (Initial term), upon expiry of the Initial term, the Service Agreement shall continue automatically and continuously for successive one year terms (Subsequent terms), unless either party gives to the other not less than 3 months' before the expiration of the Initial or Subsequent term a written notice on its intention not to renew the Service Agreement upon expiry.
- 10.2 If Customer fails to deliver out/take over its Data carriers/Articles upon cessation of the Service Agreement, and therefore OSG is compelled to carry out several actions having associated costs (e.g. further storage of Data carriers/Articles, redelivery to the Customer's address), the Customer shall be obliged to pay the costs of such storage/actions in the amount equal to 120% of the former Service fees, as long as the Customer's Data carriers/Articles are delivered out from OSG's Facility or otherwise destructed. OSG 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.
- 10.3 OSG will be entitled to refuse to return the Customer's Data carriers/Articles before the full settlement of any outstanding fees.
- 10.4 If Customer unilaterally and without cause terminates the definite-term Service Agreement prior to its expiry, the Customer is obliged to notify OSG in writing at least 3 (three) months prior to the termination and in this case the Customer agrees to pay to OSG the cumulated sum of monthly storage service fees which would have been payable by the Customer until the expiry of the Initial or Subsequent term whichever period is valid at the time of the Customer's termination and also pay for all related Services before the Customer withdraws the Data carriers/Articles.
- 10.5 The parties accept that each delivery of Data carriers/Articles by OSG to the Customer, except for deregistration, shall be considered as temporary transfer, and shall not release the Customer from the obligation to pay for storage of such Data carriers, since since these Data carriers/Articles are not deleted from the OSG electronic system and OSG still provides the space for their storage (stand-by Service).
- 11 PAYMENT TERMS**
- 11.1 The Parties have agreed on the fees by taking into consideration the nature of the Services, the declared value of the Data carriers/Articles, the term of the Agreement, the presumption that the Customer will store the Data carriers/Articles for at least the Initial term, and the liability of OSG, all such drivers being interdependent.
- 11.2 For the storage of Data carriers/Articles as well as for i-Archive Services, OSG will invoice the fees monthly in advance based on the quantity of Data carriers/Articles registered in the OSG system on the last day of the previous month. In case of any mid-month new store-in of Data carriers/Articles, storage fee for the first full month will be charged. For any other Services, OSG will invoice the fees on a monthly basis in arrears if otherwise is stated in the Service agreement or these T&Cs. Storage will be charged for a full month regardless of the number of days in the month during which the Data carriers/Articles have been in storage. For the purpose of the cost of storage services calculation, a month is equal to 30 (thirty) calendar days. The actual cost of the Storage Service for a month is calculated based on the actual number of days in a calendar month.
- 12 CONTENT AND VALUE ASSESSMENT**
- 12.1 In order to ease the identification of Documents, the Customer may provide descriptive information related to the individual Documents on listing sheets, but OSG will not examine the authenticity of the information, and the Parties will not consider this information as any proof of the Documents' actual content. OSG registers the Media by virtue of barcodes shown on the Briefcases, or in case of individual tape storage, on the Media. In both cases, Customer shall encrypt all data stored on the Media. Consequently, OSG has no knowledge of the contents of the Data carriers
- Furthermore, Customer is always obliged to retain on its own systems back-up copies of the Customer data stored on the Media.
- 12.2 OSG does not have any knowledge of the value of the Documents/Media/Articles either. For the purposes of this Agreement, the Customer makes the following declaration of value: The Customer warrants that the value of a Box with Documents (Customer's data included) possessed by OSG is thirty-three hryvnia per Box whereas the value of Media (Customer's data included) possessed by OSG is equivalent to the actual market price of the corresponding physical media (without data recovery). For the sake of clarity, OSG's liability for the loss, deterioration or accidental destruction of the Data carriers/Articles shall be limited to the value declared herein. The Customer may conclude an insurance agreement with a higher coverage.
- 13 DEREGISTRATION**
- 13.1 Taking into account the technical measures and the capacity required to secure deregistration of Data carriers/Articles, the duration of deregistration may exceed the termination/notification period defined in the Service Agreement or in these T&Cs. For this period, the Customer is continuously obliged to pay the storage fee. The maximum daily service quantity for deregistration is set in the Services annex.
- 13.2 Whenever Customer deregisters its Data carriers/Articles from the facility (either during the term of the Services Agreement, or upon termination/expiry of the Services Agreement), OSG will charge deregistration fee beyond the retrieval and/or destruction Fee (as specified in the Services Annex) in advance. The return of the Data carriers/Articles to the Customer is not the counter-obligation arising from performance by the Customer of its obligation to pay for the Services, therefore, the Data carriers/Articles shall not be handed back to the Customer until it pays for the Data carriers/Articles retrieval and deregistration services. Should the Customer fail to make timely payments, OSG shall be entitled to withhold the Customer's Data carriers/Articles until fulfillment by the Customer of its relevant payment obligations. Parties acknowledge that the surcharge of deregistration is the remuneration for provided additional services, and it does not prevent Customer from Data carriers withdrawal or change of service providers.
- 13.3 Unless otherwise agreed between the Parties, the Customer shall use its own resources, at its own expense, to deliver the Data carriers/Articles out from the Facility to its own/third party's premises. OSG will inform the Customer about the timeline when deregistration gets completed. Should the Customer fail to deliver out the deposited Data carriers/Articles within the timeline specified in OSG's notice (or otherwise as agreed by the Parties), OSG reserves the right to remove the Data carriers/Articles from the Facility, including but not limited to, by destroying them. OSG shall bear no liability for the Customer's losses incurred as the result of OSG's said measures. The aforementioned OSG actions shall not release the Customer from the obligation to pay for all Services provided by OSG prior to removal of the Customer's Data carriers/Articles from the Facility, including any and all interest and penalties due. OSG also has the right to destroy

the Customer's Data carriers/Articles in the event of the liquidation or bankruptcy (termination of the activity of an individual entrepreneur) of the Customer without further notice to the Customer at any time, starting from the date of liquidation/bankruptcy (termination of activity) as specified in the unified state register.

#### **14 AUTHORISED USERS**

- 14.1 Prior to the first order the Customer shall provide OSG with the Access form indicating the personnel authorized by the Customer to act on its behalf. The Access form must bear the Customer's round seal, and the Customer will be required to submit confirmation of such authority of the person who has signed the Access form. OSG is not obliged to provide the Customer with any information regarding the Data carriers/Articles or provide the Customer with access to OSG's system until the Customer has filled out the Access form and returned it to OSG.
- 14.2 Only the persons assigned by the Customer in the Access Form, will be entitled to place Service orders, and will be provided with password data for using i-Archive.
- 14.3 If Customer uses i-Archive, Customer will have the obligation to control and maintain the lists of personnel with whom Customer shares the passwords. Customer is entitled to modify the names of Authorised Users unilaterally at any time by sending over an amended Access Form to OSG. Any change in the Access form may take effect if - after the formal inspection of the modified Access form - the representative of OSG's customer service has confirmed the application of the new form.
- 14.4 OSG will accept the e-mail orders if were submitted from the correct e-mail address indicated by the Customer in the Access form.

#### **C) SPECIFIC PROVISIONS FOR THE SCANNING SERVICE LINE**

#### **15 SIMPLE COPY PRINCIPLE**

- 15.1 OSG raises Customer's attention that the Images created during scanning are not qualified as

authentic electronic documents, and do not equivalently substitute the original paper-based documents in official procedures.

#### **16 ADDITIONAL WORKLOAD**

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

#### **D) SPECIFIC PROVISIONS FOR THE PREPAID RM SERVICE LINE WITH DESTRUCTION**

#### **17 NO REFUND PRINCIPLE**

- 17.1 If the prepaid Service quantity does not reach the quantity calculated in the Service Agreement, the prepaid fees are non-refundable. OSG will not pay a refund either if prior to the end of the Preservation Period, the Customer or the competent authority retrieves the Data carriers from the facility or obliges OSG to destruct the Data carriers sooner than the end of the Preservation Period(s).

#### **18 AUTHORISED USERS**

- 18.1 Section 14 will apply to the Prepaid RM Service line also - with the following additions.
- 18.2 The Customer's authorized users are not entitled to demand the provision of additional Services in respect of Data Carriers transferred for long-term prepaid storage with subsequent destruction, except in cases where such services are agreed with the OSG and paid by the Customer in advance.

#### **19 DESTRUCTION ORDER**

- 19.1 In the case of prepaid long-term storage with subsequent destruction, OSG undertakes to destroy the Customer's Data carriers after the expiration of the storage period specified by the Customer. In order to avoid missing the deadline for the destruction of Data carriers, The Customer is obliged to provide OSG with the order until the prepayment is made.

#### **20 CONTENT AND VALUE ASSESSMENT**

- 20.1 Section 12 will apply to the Prepaid RM Service line also - with the following additions.
- 20.2 OSG raises Customer's attention the documents having an imperishable value or otherwise historically significant as well as the documents of certain types in the cases of liquidation or bankruptcy must be handed over to the competent public archives, Customer represents and warrants that it shall not store with OSG documents falling into the abovementioned categories unless otherwise agreed between the Parties.

- 20.3 It is Customer's responsibility to identify the compulsory Preservation Period(s) related to the Data carriers. When determining these periods, Customer must ensure that the preservation of Data carriers will not infringe any laws (e.g data protection laws), and that upon expiry, the Data carriers become legally destructible, i.e. the destruction of the Data carriers 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, OSG might automatically destruct the Data carriers upon expiry of the relevant Preservation Period(s).

#### **E) SPECIFIC PROVISIONS FOR THE DESTRUCTION SERVICE LINE**

#### **21 CONTENT AND VALUE ASSESSMENT**

- 21.1 Unless otherwise agreed in the Service Agreement, Customer shall only place paper-based (hard-copy) documents into the Shredding bags (containers). OSG has no knowledge of the real contents and type of the documents placed into bags (containers). 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.
- 21.2 The Customer refuses to dispose of paper waste material resulting from the destruction services, and OSG has the right to dispose of it at its own discretion.