

PO - Purchase Order

This Purchase Order, issued by IRON MOUNTAIN DO BRASIL LTDA, from now on referred to as BUYER, to the supplier, from now on referred to as SUPPLIER, shall be governed by the following terms and conditions:

1. The SUPPLIER must not, without prior written consent from the BUYER, change the quality, quantity, price, date, and place of delivery of the goods and services agreed upon and described in this Order.
2. The SUPPLIER shall be fully responsible for the goods and services object of this Order and gives to the BUYER full freedom to reject and challenge them when defects are identified or considered to be of poor quality.
3. The SUPPLIER shall contain any Invoices related to this Order, the number of this Purchase Order, specifications, model, quantities and unit prices, respecting the data of this Order. Likewise, shall state the number of this Purchase Order, of all packaging and correspondence relating to it.
4. If this instrument cannot hold all the characteristics, conditions and other peculiarities about the provision herein agreed, this information must be included in a specific proposal or document, mandatorily signed by both parties. Such document may contain additional clauses that will prevail over those contained herein, in case of divergence. Similarly, they shall prevail over the clauses agreed herein the specific agreement entered into between the parties.
5. The value of the supply and rendering services will be paid by the BUYER through credit in the bank account, according to registered bank account data in the BUYER's database. In case of a need to amend the bank account, it will only be processed once the data has been previously reported, to the BUYER, through correspondence signed by the SUPPLIER, by those who have proven powers to do so, and whose bank account data is registered in the BUYER's database.
6. Payment via bank slip will only be accepted if it is negotiated and accepted in advance by the BUYER. In case of bank slip receipt without formal acceptance of the BUYER, payment via credit in bank account shall prevail, and the SUPPLIER must immediately cancel the issued bank slip. If the form of payment via bank slip is previously agreed, the document must be accompanied mandatorily by the Invoice. If the bank slip is not attached to the document referred to in, the payment via bank credit will be considered.
7. No discount will be allowed on banks, financing companies or related establishments, of any duplicates or securities arising from this Purchase Order, without the previous consent signed by the BUYER.
8. The Invoices' issuance and the delivery must be made, no later than on the 24th of each month, or the first subsequent business day.
9. The SUPPLIER must, in case of using Electronic Invoice, register the e-mail IMBRAPInvoices@ironmountain.com for the mailing.

10. The BUYER reserves the right not to receive invoices with a date of issue with more than 3 days.

10.1. Invoices accompanied by the payment data or bank payment slip must be sent to the e-mail: IMBRAPInvoices@ironmountain.com; with a copy to the requester, indicated in field 1 of this document. It is mandatory to send to the indicated requester since he is the person responsible for the internal conduct to send the documents for accounting entry and payment.

10.2. Just in case of doubts and information, the contact of the SUPPLIER with the Accounts Payable area must be made exclusively via e-mail: IMBRAPInquiry@ironmountain.com. Documents must not be sent to this address, only inquiries.

11. All expenses or indirect costs are included in the price of this supply, especially regarding insurance, transportation, packaging, fees or taxes and contributions of any kind, no adjustment, revision or addition being of any nature whatsoever is applicable, without the prior and formal consent of the BUYER. When necessary, the BUYER will withhold the taxes and contributions determined by Law, paying the resulting net amount to the SUPPLIER.

12. This Purchase Order will be automatically terminated, regardless of any notices or warnings, without prejudice to the penalties contained in item 11, if the supply does not comply with the specifications set out in the agreed proposal, of this Order and any supplementary documents signed between the parties, and especially when the delivery does not comply with the standards of quality, price and/or delivery date. In this case, the BUYER will not be forced to receive the goods or service.

13. If the SUPPLIER terminates this Purchase Order, it undertakes, by article 331 of the Civil Code, to return it within twenty-four (24) hours after the extrajudicial notification, to be made by the BUYER, of all amounts or values previously paid or anticipated by the latter, duly monetarily corrected. Adding to that a fine of ten percent (10%) of the total amount of this Order, without prejudice to the action of losses and damages to which the former is at fault. If there is an agreement signed between the parties, this shall prevail over any discrepancies about the defined herein.

14. The SUPPLIER declares that he has no employment relationship with the BUYER, or any degree of kinship between the partners and employees of both, as set forth in Articles 1,591 and 1,592 of the Civil Code, it also undertakes not to have or allow any of the aforementioned relationships, as long as this Order is in force. People hired in disagreement with the rules herein agreed upon shall be subject to immediate termination of their contracts.

15. Insurances

15.1. The SUPPLIER undertakes to keep, during the term of this agreement, under penalty of termination and application of the penalties provided in this contract, insurance policy(s), with suitable company, to cover the following risks: (i) of work accidents and civil liability of the Provider's Employees who work in the BUYER's premises; (ii) general civil liability, including personal injury to BUYER's employees and/or of third parties, damages in the property, equipment and/or machines owned by BUYER and/or by third parties.

15.2. The coverage of the insurance mentioned in this clause will not exempt the SUPPLIER from the obligation to indemnify the BUYER for all obligations subject to the SUPPLY.

15.3. The SUPPLIER undertakes to deliver to the BUYER, on the date of signature of this agreement, all the certificates of the insurance policy (s) in the item above, which must be in force during the validity of the supply.

16. The parties must enforce the strictest confidentiality regarding the existence and content of the Purchase Order, not disclosing any information to anyone, except upon written authorization of the other party, or by determination of authority, in the form of Law.

17. If the SUPPLIER does not speak up within forty-eight (48) hours of the sending of the Request, it shall be deemed as accepted in all its terms and conditions.

18. The SUPPLIER he is aware that the BUYER is a multinational company, a subsidiary of an American company that has shares in the stock exchange in the United States of America and that, therefore, it must comply with strict anti-corruption rules as well as maintenance of controls, books, and records enforceable by the FCPA (Foreign Corrupt Practice Act). As a consequence, the SUPPLIER, by its employees, agents, collaborators, and subcontractors, undertakes to strictly comply with all laws and regulations regarding the prevention of corruption, bribery and prohibited commercial practices. Including, but not limited to: I) do not offer, promise, make or agree to make payments or gifts (in cash or anything of value) directly or indirectly to any person, in order to influence, or inducing someone to influence decisions, in favor of Iron Mountain or any of its affiliates, subsidiaries or holding company. II) to keep the accounting records detailed and adequate, by Brazilian law. The SUPPLIER declares, for all purposes relating to it, to have received, read and understood all terms of the Code of Ethics and Conduct of Iron Mountain, undertaking to follow it fully during the execution of this order (www.ironmountain.com/code).

19. The Central forum of the Judicial District of São Paulo, to the exclusion of any other, however good it may appear or become, shall resolve any questions arising out of this Purchase Order. The losing party is responsible for the duties of the judicial proceedings, including the payment of the attorney's fees of the winning party, on the usual basis on the value of the judicial case.