

**Document Inventory & Confidentiality Statement**

1. Confidentiality.

The Parties acknowledge that during the term of this Agreement they may come into possession of, or become acquainted with certain "Confidential Information" of the other. Such Confidential Information shall include but not be limited to all DOCSOLUTIONS LLC IP, the Passwords to the Site and Subscriber Data, as well as any documentation which by its nature should under the circumstances be treated reasonably as confidential or that which is expressly marked or identified as 'Confidential'. With regard to disclosure of each Party's respective Confidential Information, the Party disclosing such information shall be referred to as the "Disclosing Party," and the Party receiving such information shall be referred to as the "Receiving Party." The obligations set forth in this Section shall not apply to information which: (i) is publicly available, (ii) shall have been in the rightful possession of the Receiving Party prior to this Agreement or any other agreement between the Parties; (iii) shall have been developed by or become known to the Receiving Party without access to any Confidential Information of the Disclosing Party, or (iv) shall be obtained rightfully from third parties not bound by an obligation of confidentiality.

a. Protection of Confidential Information. The Receiving Party shall treat the Confidential Information as confidential affording it at least the same degree of care as it uses for its own confidential information, and shall not use the Confidential Information or allow it to be, disclosed, commercially exploited, duplicated, copied, transmitted or otherwise disseminated at any time prior to or after the termination of this Agreement except as expressly permitted under this Agreement. In no event shall the Receiving Party use Confidential Information for its own benefit or that of any third party, nor shall the Receiving Party use Confidential Information to the Disclosing Party's detriment. The Receiving Party shall use the Confidential Information for the purposes authorized by this Agreement and for no other purpose.

b. Subpoenas. etc. The obligations in this paragraph shall not restrict any disclosure by any Receiving Party pursuant to any order of any court or government agency; provided that such Receiving Party gives prompt notice to the Disclosing Party such that the Disclosing Party may (i) interpose an objection to such disclosure, (ii) take action to assure confidential handling of the Confidential Information, or (iii) take such other action as it deems appropriate to protect the Confidential Information.

c. Injunctive Relief. Each of the Parties acknowledges that use or disclosure of Confidential Information (including without limitation, any DocSolutions LLC IP) in violation of this Agreement may cause irreparable injury to the Disclosing Party for which other remedies at law would be inadequate, and each of the Parties agrees that a Disclosing Party shall have the right to seek injunctive or other equitable relief as may be necessary or appropriate to prevent any use or disclosure of the Confidential Information in violation of this Agreement, and may also exercise such other rights and remedies as such Disclosing Party may have at law or in equity.

d. Contraband. DocSolutions reserves the right to refuse material which may be deemed illegal, dangerous or otherwise inappropriate to the nature of DocSolutions' operations. DocSolutions also reserves the right to contact local authorities in the event that such substance or material comes into the possession of DocSolutions. In the event that materials are inadvertently surrendered to DocSolutions and such materials have been legally retained by the surrendering party, DocSolutions will make every effort to arrange for the return of said materials. In the event that DocSolutions is unable to reach an agreement with the surrendering party within an eight hour time frame, local authorities will be contacted to retrieve material. DocSolutions will not be held liable for possession of such property or materials and it is the sole responsibility of the surrendering party (in cases where possession of contraband is legal) to make arrangements for retrieving property or materials from DocSolutions place of business.

**Document Inventory & Confidentiality Statement Receipt**

Date \_\_\_\_\_

Description and number of containers removed from premises \_\_\_\_\_

Client Signature \_\_\_\_\_

DocSolutions Rep Signature \_\_\_\_\_

**Client Information**

Name \_\_\_\_\_ Email Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Phone Number \_\_\_\_\_

Billing Address \_\_\_\_\_

Do you wish to receive your invoices from DocSolutions electronically? YES \_\_\_\_\_ NO \_\_\_\_\_