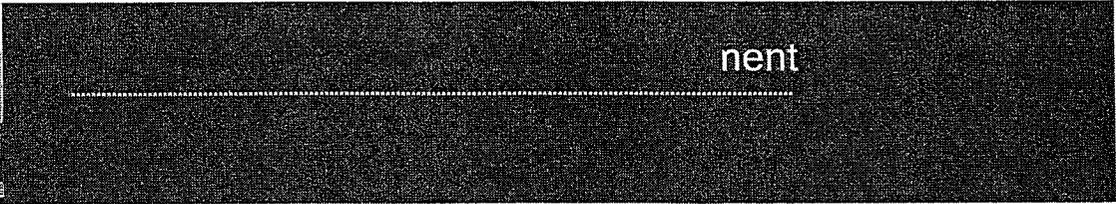




Your Information. Securely Managed.

New Contract or Renewal
If Renewal Customer Number CR 00186909



This Recall Secure Services Agreement (the "Agreement") by and between Recall Secure Destruction Services, Inc. located at 180 Technology Parkway, Norcross, GA 30092 ("Recall") and Customer, (as set forth below in Table A), shall consist of the "Terms and Conditions" included on the back of this Agreement, together with any Exhibits, and/or Addenda attached hereto, as well as any such Amendments as may be entered into by the Parties hereto from time to time.

Date: 8/31/2015

Table A: Customer

Customer	PACIFIC COUNTY GENERAL ADMIN
Billing Address	PO BOX 6
City, State, Zip	SOUTH BEND WA 98586
Effective Date	9/1/2015

The following Services shall be provided for the fees set forth below in Table B:

Table B: Services and Term

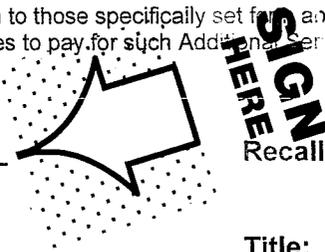
Item	Quantity	Unit Price*	Service Frequency
One time delivery fee 64 Gal (240L) Bin	5	\$4.12	As Needed
64 Gal (240L) Bin	14	\$4.12	Every 8 Weeks
Service Charge Per Stop	1	\$0.00	Every 8 Weeks
Contaminated Container Fee	1	\$0.00	Per Event
Minimum per stop fee	1	\$0.00	Per Event
Administration Compliance and Tech Fee	1	\$0.00	As Needed
Term in Months :	36		

* If Customer requests any Services in addition to those specifically set forth above, and in response to such request Recall provides such Services, then Customer agrees to pay for such Additional Services at Recall's then current standard rates.

Customer Name: _____

Title: _____

Signature/Stamp: _____



Recall Secure Destruction Services, Inc.

Title: _____

Signature/Stamp: _____

Terms and Conditions

- 1. Agreement:** Recall agrees to: (a) furnish containers to Customer to be used exclusively for the deposit of confidential materials of Customer ("Customer Materials"), and (b) collect the Customer Materials from the containers in material accord with Recall's schedules, which may be modified from time to time upon notice to Customer and (c) cause the Customer Materials to be destroyed by shredding equipment so as to render the contents unreadable, all in material accord with Recall's standard operating procedures as modified in Recall's sole discretion from time to time. If requested by Customer, Recall shall provide a Certificate of Destruction along with Customer's invoice.
- 2. Term:** The initial term of this Agreement ("Initial Term") shall commence on the Effective Date, and shall continue during the Term specified above. Thereafter this Agreement shall automatically renew for successive terms equal to the Initial Term (each a "Renewal Term") unless terminated by either party by written notice to the other not less than 60 days before the end of the Initial Term or then-current Renewal Term.
- 3. Fees:** All fees in effect for the first year of this Agreement are specified in Table B herein. Fees for each subsequent year of this Agreement shall be calculated in accordance with Recall's then-current pricing methodology and shall be increased by an amount calculated by applying to the then-current fees the percentage increase in the consumer price index (all items, US, as published by the United States Department of Labor, Bureau of Labor Statistics) during the period since the then-current fees were established. If Customer requests any services in addition to those set forth in Table B and Recall provides such services, Customer will pay for such services at Recall's then-current standard rates. During the Term of this Agreement, and for only those months where Recall provides any Services hereunder to Customer, the minimum per stop fee shall be as listed in Table B. The pricing and fees offered to Customer herein shall only be valid for a period of sixty (60) days from the date that such pricing and fees are first offered to Customer by Recall herein; thereafter, any such pricing provided herein may be rescinded, without penalty, by Recall.
- 4. Payments:** All amounts due under this Agreement will be invoiced monthly in arrears and will be due and payable upon within thirty (30) days after the invoice date. Customer shall also pay all applicable federal, state, local, use and other taxes relating to this Agreement or any services or products provided hereunder, excluding only taxes based on Recall's net income. Any amounts payable hereunder which are not paid when due shall thereafter bear interest at the rate of one and one-half percent (1.5%) per month or the maximum amount permitted by applicable law, whichever is less. Time is of the essence for all payments due hereunder, and if any payment due Recall is collected at law, or through an attorney-at-law or under advice therefrom, or through a collection agency, Customer agrees to pay all costs of collection, including, without limitation, all court costs and reasonable attorneys' fees. Notwithstanding anything to the contrary herein, the billing amounts hereunder shall be determined based upon the actual number of bins placed on-site with Customer hereunder.
- 5. Limitation of Liability:** In the event of any failure or delay in the performance of the services in accordance with this Agreement, Recall's liability shall be limited to the fee paid by Customer for the particular service. In no event shall Recall's liability exceed an amount equal to the fees paid hereunder for the 12-months immediately prior to the date of Customer's first claim. NOTWITHSTANDING ANYTHING IN THE PRECEDING TWO SENTENCES OR ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT SHALL RECALL BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, WHETHER IN CONTRACT OR IN TORT, OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY) FOR LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES TO BE PROVIDED HEREUNDER, OR FOR ANY CLAIM MADE AGAINST CUSTOMER BY ANY OTHER PERSON, EVEN IF RECALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM.
- 6. Customer's Obligation to Secure Its Protected Information:** Notwithstanding anything to the contrary contained herein, to the extent Customer is required by federal, state or local law, rule or regulation to encrypt or otherwise properly secure its Confidential Information and/or data prior to its transmission, release, sharing and/or disclosure to Recall, and where Customer fails to comply with such law, rule or regulation, then Recall shall assume absolutely no responsibility and/or liability for any fines, penalties, costs and/or any damages, regardless of type, which arise from Customer's failure to comply with such legally required safeguards and/or encryption of its Confidential Information and/or data. Customer shall remain fully liable, responsible and obligated for any and all consequences of such non-compliance, including but not limited to paying any and all costs, fees, fines, penalties, damages, and/or expenses associated with such non-compliance. Furthermore, Customer hereby acknowledges and agrees to fully and completely indemnify and hold Recall harmless from any and all claims, damages, (regardless of type), fines, penalties, attorneys fees and/or costs which arise from Customer's failure to comply with any such applicable federal, state, and/or local laws, rules and/or regulations, as described herein.
- 7. Minimum Volume:** Within 60 days of the Effective Date, Customer will maintain a monthly minimum of 50% of the volume ("Minimum Volume Percentage") of Services described in Table B herein. In the event that Customer shall, at any time, maintain less than 50% of the bin service fees together with any other service fees ("Minimum Volume Revenue Fee") each month, Customer will be liable for and shall pay to Recall an amount equal to the Minimum Volume Revenue Fee multiplied by the service frequency, multiplied by the Minimum Volume Percentage as described in Table B. For example, if the per bin fee is \$30.00, the number of bins to be placed with Customer described above in Table B is 50, the service frequency is to be every 4 weeks, and the minimum percentage is 50%, then the total Minimum Volume Revenue Fees payable by Customer would be \$ 5760 per month. The Minimum Volume Revenue Fee shall exclude all applicable federal, state, local, use and other taxes relating to this Agreement.
- 8. Pickup Service:** Recall shall pick-up Customer Materials at the Customer location(s) for which Recall agrees in writing to provide services, in accordance with Recall's standard schedules, as modified from time to time upon notice to Customer. Recall shall use commercially reasonable efforts to provide pick-up services within the time periods specified in this Agreement.
- 9. Containers and Materials:** Recall shall at all times retain title to and all rights of possession of the containers provided pursuant to Section 1 above. Recall's containers shall not be used by Customer for the disposal of other types of materials unless approved by Recall in writing prior to collection. In no event shall Recall's containers be used for the disposal of any hazardous or toxic materials, or metals, solids, or other materials that could damage or contaminate Recall's containers, vehicles or equipment, or cause injury or death to any of its employees or agents. Recall may remove the containers, along with any Customer Materials contained therein, upon any termination or expiration of this Agreement. Recall shall have title to and all rights of possession of the Customer Materials following its destruction, including, without limitation, the right to recycle such material. Customer shall (a) maintain Recall's containers in a secure location that is readily and safely accessible to Recall personnel and equipment and (b) exercise reasonable care to avoid theft, vandalism or other damage or loss to the containers. In no event shall Recall be responsible or liable to Customer for any theft of Customer Materials from the containers which are on Customer's premises. Customer shall reimburse Recall the cost to repair or replace any of Recall's containers that are lost, stolen, or damaged. After delivery of the containers to Customer, Customer shall be responsible for safekeeping the keys to Recall's containers. If the keys are lost or not returned with the containers, Customer shall pay Recall's then-current replacement fee for each key that is lost or not returned.
- 10. Confidentiality:** Recall will use commercially reasonable efforts to (a) maintain as confidential the Customer Materials and all nonpublic information obtained by it with respect to Customer in the performance of Services hereunder that should reasonably be understood by Recall at the time of disclosure, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be confidential and proprietary to Customer (collectively "Confidential Information"), and (b) not to use such Confidential Information other than in the performance of the Services and exercise of Recall's rights pursuant to this Agreement. If the Confidential Information contains Protected Health Information (as defined by the Health Insurance Portability and Accountability Act of 1996 and implementing regulations) and the Parties require a Business Associate Agreement ("BAA") such is incorporated by reference herein, and such BAA shall become an Amendment to this Agreement. Further, Recall shall adhere to the terms of such BAA as if it were originally a part of this Agreement. If the Confidential Information contains Nonpublic Information (as defined by the Gramm Leach Bliley Act and implementing regulations) and the Parties require a GLB Addendum ("GLBA") such is incorporated by reference herein, and such GLBA shall become an Amendment to this Agreement. Further, Recall shall adhere to the terms of such GLBA as if it were originally a part of this Agreement.
- 11. Limited Warranty:** Recall warrants that the Services shall be provided in a professional and workmanlike manner by personnel trained with respect to such Services. EXCEPT AS PROVIDED IN THIS SECTION, RECALL MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO ITS SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND RECALL HEREBY DISCLAIMS THE SAME.
- 12. Events of Default:** Customer shall be in default under this Agreement upon the occurrence of any one or more of the following events ("Events of Default"): (i) failure of Customer to pay when due any amounts owed hereunder and its failure to cure the same within 10 days of the date due; (ii) Customer's breach of any other provision of this Agreement, which, if capable of cure, is not cured within 30 days thereof; (iii) Customer becomes insolvent or makes any assignment for the benefit of its creditors; (iv) any proceeding is instituted by or against Customer under any bankruptcy or similar laws for the relief of debtors; or (v) the appointment of any trustee or receiver for any of Customer's assets. Upon the occurrence of any Event of Default, Recall at its sole discretion may exercise any, or any combination, of the following remedies: (A) refuse to provide further services with respect to, or provide access to, Customer Materials until the Event of Default is cured; (B) terminate this Agreement; (C) recover all damages suffered under this Agreement; and (D) such other rights and remedies as are available under applicable law. Recall shall have no liability to Customer or any other person for taking any actions permitted by this Section. The exercise by Recall of any one or more of its rights under this Agreement shall not preclude Recall's exercise of any one or more of its other rights or remedies.
- 13. Termination:** (a) If this Agreement is terminated as provided for in Section 12 above, Customer shall be responsible for making payment to Recall for all bin retrieval fees and account closing fees, as set forth in Table B (the "Permanent Removal Fees"). (b) Except as set forth in 13 (a) herein, should Customer terminate or cancel this Agreement, for any reason other than those specifically provided for in Section 12 herein, then prior to the expiration of the then-current Term, in addition to Customer's obligation to make payment of any Permanent Removal Fees, Customer shall also pay to Recall eighty percent (80%) of the monthly Minimum Volume Revenue Fee (the "Early Termination Charges") due for the remainder of the then-current Term. The Early Termination Fees shall be due and payable to Recall within thirty (30) days from the date Customer provides Recall with notice of its intent to terminate or cancel the Agreement. The Early Termination Charges shall not be meant hereunder as a penalty fee; rather, such Early Termination Charges shall be meant solely to compensate Recall for any and all fees, expenses, charges incurred on the behalf of Customer for the then unexpired remaining Term of this Agreement. Notwithstanding the foregoing, or anything else to the contrary herein, nothing contained herein shall in any way waive or disclaim Recall's right to pursue any and all other remedies, both at law and in equity, available to it for Customer's termination or cancellation of this Agreement.
- 14. Limitation of Actions:** No action, regardless of form, arising out of or in connection with this Agreement (other than an action by Recall for any amount due to Recall) may be brought more than one (1) year after the cause of action has arisen.
- 15. Indemnification:** Customer shall defend, indemnify and hold harmless Recall, its affiliates and their respective officers, directors, employees and agents against any liability, cost or expense (including court costs and reasonable attorneys' fees), irrespective of the theory on which based, directly or indirectly arising out of third party claims, demands or actions relating to Customer's: (1) breach of this Agreement; (2) failure to comply with Section 6 hereunder, "Customer's Obligation to Secure Its Protected Information," and/or (3) failure to comply with Section 16 hereunder, "Non-Paper Media."
- 16. Non-Paper Media:** Under no circumstances shall Customer commingle Non-Paper Media in containers intended for destruction of paper media. For purposes of this Section "Non-Paper Media" shall be defined to include, but not be limited to microfiche, microfilm, magnetic tapes, CDs, DVDs, and/or hard disk drives.
- 17. Miscellaneous:** (a) Customer shall not assign all or any portion of this Agreement without the prior written consent Recall. (b) No failure or delay by either party to exercise any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy by a party preclude any further exercise thereof or the exercise of any other right or remedy. No express waiver by Recall to any breach of this Agreement shall constitute a waiver of any succeeding breach. (c) This Agreement shall be governed by the laws of the State of Georgia, without regard to its principles of conflicts of law. (d) Headings describing the contents of particular sections are inserted only for convenience and shall not be construed as a part of this Agreement. (e) Other than contract term shown in Table B herein, this Agreement may not be modified or amended except by a separate written instrument signed by the parties. (f) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect. (g) Except as otherwise provided in this Agreement, all notices under this Agreement shall be in writing and delivered personally or sent by pre-paid, first class, certified or registered air mail, return receipt requested, or by telecopy to the intended recipient at its address or telecopy number set forth above, or to such other address or telecopy number as a party may from time to time duly notify the other. (h) In the event Customer advises Recall in writing that the Customer Materials contain either HIPAA or Gramm-Leach-Bliley protected information, Customer shall immediately notify Recall and the Parties shall execute an appropriate GLBA and/or BAA. (i) Recall shall not be liable for any default or delay in the performance of any of its obligations under this Agreement or for the damage or destruction of any Customer Materials if caused, directly or indirectly, by fire, flood, earthquake, the elements, or other such occurrences; labor disputes, strikes or lockouts; wars, acts of terrorism, riots or civil disorder; accidents or unavoidable casualties; interruptions of or delays in transportation or communications; decisions or requirements, whether valid, invalid, formal or informal, of any government, agency, board or official; or any other cause, whether similar or dissimilar to those enumerated herein, beyond Recall's reasonable control. (j) Those provisions which, because of the nature of the rights and obligations contained therein ought to survive termination of this Agreement shall survive, including without limitation the following: Sections 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18.
- 18. Entire Agreement:** Customer acknowledges that these terms and conditions constitute the entire agreement between Recall and Customer with respect to the subject matter hereof and supersede any prior discussions, agreements and representations. Delivery of these terms and conditions constitutes either an offer or an acceptance by Recall. If these terms and conditions constitute an offer by Recall, Customer's acceptance shall be limited to these terms and conditions. If Customer has made an offer and if these terms contain different or additional terms or conditions than the terms or conditions of Customer's offer, then any acceptance of Customer's offer by Recall is expressly made conditional on assent by Customer to the additional or different terms or conditions hereof and Customer shall be bound by these terms and conditions. If these terms are submitted in a modification or extension of a prior existing services agreement, these terms shall replace the terms and conditions of such prior agreement in its entirety. In the event of any conflict between this Agreement and any exhibit, the Agreement controls.