

Scope of Work: Shred ND LLC will pick up material from The Customer, using our secure, locked containers. The contents of the containers will be destroyed On-Site using a Mobile destruction vehicle. Service Provider assumes responsibility only when security driver takes control of document/materials. All work will be done in a timely and secure manner to insure complete confidentiality. Shred ND LLC is AAA Certified by NAID. Shred ND LLC shall maintain general liability insurance in coverage amounts acceptable to the Customer, and shall provide evidence of such insurance upon request of Customer from time to time. Shred ND LLC carries \$2 million in general liability insurance, \$1 million in excess/umbrella liability insurance, and an additional \$1 million in E/O coverage.

Containers: Shred ND LLC provides collection containers at no extra charge. All containers/cabinets shall remain the sole property of Shred ND LLC. Customer agrees that if cabinets are damaged or removed while in customer's possession, customer will reimburse Shred ND LLC for replacement cost of new container.

Services to be Furnished: Shred ND LLC will provide mobile shred services for the secure destruction of records ("Services"). Company will furnish a Certificate of Destruction to Customer.

Additional locations and containers can be added anytime.

The pick-up schedule can be modified with mutual agreement.

Right to Rely on Instructions. Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written notice, request, or instruction has the authority to do so.

Material Descriptions: Shred ND LLC cannot confirm specific documents/materials that are shred (provided by customers). Shred ND LLC will provide time stamped certificate of destruction showing time, quantity and personnel that perform.

Confidentiality: "Confidential Information" means any information relating to Customer's property, business and affairs shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own.

Limitation of Liability: Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to the Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to the Services provided at the particular Customer location during the twelve (12) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory.

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