



(715) 237-3090 ~ (800) 680-2319 ~ Fax (715) 237-3091
305 Cty. Hwy AA: P.O. Box 99 ~ New Auburn, WI 54757

CLIENT CONFIDENTIALITY AGREEMENT

Our clients have contracted with Badger State Recovery, Inc to remove and destroy (or store) various forms of confidential materials. As a result, the client has disclosed or will disclose in the future, specific confidential information about themselves, their customers, prospective customers plus their past and present employees.

Pursuant to all State and Federal Laws, including but not limited to, F.A.C.T.A.; H.I.P.P.A.; the Privacy of Consumer Financial Information Regulation and Wis. Stats Sec.895.505; the client is obligated to take whatever measures necessary to maintain the confidentiality of specific personal and business information through final destruction (or storage) of the information, about themselves, their customers, prospective customers plus their past and present employees.

Badger State Recovery, Inc. and the client have consented to enter into an agreement signifying their mutual interest in, and intent to uphold the preservation of the confidentiality of all non-public, personal information about the clients business, their customers, prospective customers plus their past and present employees through final destruction (or storage) of the information. Note, that unless otherwise contracted, the confidential information comes to us for destruction and is destroyed completely within 14 days of arrival at our facility. We do agree to protect the confidentiality of the information but can provide no further access to the records once they come into our possession.

Therefore, Badger State Recovery, Inc. agrees to maintain the confidentiality of all such personal information as to the same extent that the client is required to maintain. Badger State Recovery, Inc. further agrees not to disclose or use any confidential information except to carry out the destruction of the confidential information or any other purpose for which the client provided such information; or as otherwise permitted by 12 CFR 40 of the Privacy of Consumer Financial Information Act or any other Federal, State, Local or Company regulations by which the client may be bound.

Notwithstanding any contrary provision(s) of this agreement, the client shall indemnify and hold harmless Badger State Recovery, Inc. against all actions, claims, demands, and liabilities, and against all loss, damage, costs and expenses, including reasonable attorney's fees, arising directly or indirectly out of any act or inaction under this Agreement or due to any release of clients confidential information by Badger State Recovery, Inc. its officers, directors, employees or agents in violation of any state, federal or local law, **except** to the extent any such loss, damage, costs and expense was caused by the negligent or intentional act or omission of Badger State Recovery, Inc. its officers, directors, employees or agents.

Badger State Recovery, Inc.:

Client:

Date: _____

Date: _____