

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (the “Agreement”) between BudgetShred, LLC. and ***** takes effect ***** (the “Effective Date”).

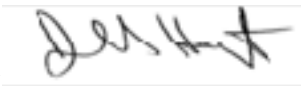
In consideration of the promises set forth in this agreement, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the terms set forth below will have the following meanings:
 - a. A “Certificate of Destruction” is a document that Budget Shred provides to the Customer as confirmation that the Document Destruction Process, as described in Section 2, has been completed with respect to certain Confidential Materials.
 - b. “Confidential Materials” are any materials, including documents, that are placed within Budget Shred’s locked security consoles or bins located on the Customer’s business premises or transferred to Budget Shred in bins designated for secure destruction.
 - c. “Locked Security Consoles” are secured storage containers designed for the day-to-day collection and storage of Customer’s Confidential Materials.
 - d. “Shredded Material” consists of waste material that is produced by Budget Shred’s mechanical devices during the Document Destruction Process.
2. Budget Shred. Budget Shred will provide the following services to the Customer (the “Services”):
 - a. Equipment. Budget Shred will provide and maintain a reasonable supply of Locked Security Consoles and other related equipment for the collection and storage of the Customer’s Confidential Materials.
 - b. Document Collection and Destruction. Budget Shred will: 1) physically collect the Customer’s Confidential Materials as directed by the Customer and 2) upon completion to the physical collection of the Confidential Materials, transport the Confidential Materials to Budget Shred’s secure facility where they will be shredded through the use of a mechanical shredding device. The Shredded Material will then be baled and stored inside Budget Shred’s secure facility until it is transported inside a locked truck to the recycling mill.
 - c. Protection of Confidential Material. All Budget Shred personnel handling the Customer’s Confidential Material will be background checked and have no criminal record. Budget Shred personnel will protect the confidentiality of the collected material allowing access only to the Client’s designated representative.
 - d. Certificate of Destruction. At the conclusion of the Document Destruction Process, Budget Shred will immediately send a Certificate of Destruction, confirming the Confidential Materials have been destroyed.
 - e. Inspection Rights: An authorized representative of the Customer may, at any time, inspect the Document Destruction Process.

- f. Document Disposal and Recycling. Budget Shred recycles 100% of all Shredded Material.
- g. Term of Agreement. This Agreement will remain in force until terminated by either party. Both parties agree to give 30 days notice prior to the desired date of termination.
- h. Default and Termination. If either part breaches this Agreement by failing to perform any of their respective obligations under this Agreement, the non-breaching party reserves the right to suspend performance of its obligations under this Agreement and/or to terminate this Agreement by providing 30 days written notice of the termination to the party in default.
- i. Excused Performance. Neither party will be in breach for failure to comply with the provisions of this Agreement where failure is due to circumstances beyond reasonable control including without limitation strikes, wars, riots, civil commotion, fires, natural disasters and acts of government.
- j. Assignment. Neither party will assign this Agreement without the written consent of the other.
- k. Miscellaneous. No amendment to this Agreement or waiver of the rights or obligations of either party is effective unless in writing signed by both parties. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement.

The parties have executed this Agreement as of the date written above.

BudgetShred hereby certifies all materials were handled and destroyed in strict compliance with HIPAA and GLB Guidelines on *****.

By: 	By: _____
John Hagerty Budget Shred, LLC 9475 Gerwig Lane Columbia, MD 19975	*****