

MICHIGAN CONFIDENTIAL DOCUMENT DESTRUCTION

GRAMM-LEACH-BLILEY ACT AGREEMENT (“GLBAA” or the “Agreement”)

This Agreement is hereby entered into as of this ___ day of _____, 2012, by and between Michigan Confidential Document Destruction, with a principal place of business at 4344 N-32 West, Alpena, MI 49707 (“Company”) and _____ with a principal place of business at _____ (“Customer”). This GLBAA supplements an existing Confidential Document Destruction Agreement entered into between the parties (“Existing Agreement”).

1. The term “Non-Public Personal Information” as used herein means any information (without regard to the medium on which such information may be recorded, whether written, visual, audio, graphic, computerized or otherwise) including, but not limited to, personal financial information Customer possesses, any information a Consumer (as hereinafter defined) gives Customer in order to obtain a service or product from Customer, and any information that results from any transaction between Customer and the Consumers which Customer is servicing. Such Non-Public Personal Information may also include application information, medical information, account information, consumer names and addresses, consumer report information, any list, description or grouping of consumers and similar such information. For purposes hereof, “Consumer” means an individual who has, or shall, obtain financial services or a financial product from Customer. The following shall not constitute “Non-Public Personal Information”:

- (a) Information which at the time of disclosure hereunder is in the public domain;
- (b) Information which after disclosure hereunder is published or otherwise becomes part of the public domain through no fault of the Company, but only after it is published or comes into the public domain;
- (c) Information which the Company can show as having been in its possession at the time of its disclosure hereunder; and
- (d) Information which the Company can show as having been received by it after the time of disclosure of the same hereunder from a third party who did not acquire it directly or indirectly under an obligation of confidence.

2. Company shall hold all Non-Public Personal Information in confidence and it shall only be used for the purposes provided in the Existing Agreement. Company will not use or disclose the Non-Public Personal Information, except as is reasonably necessary to disclose to its auditors, accountants, counsel and regulators. In addition, Company may disclose Non-Public Personal Information to comply with a civil, criminal or regulatory investigation or subpoena or summons issued by a federal, state or local authority, and respond to judicial process. Unless prohibited by law, Company shall provide Customer with notice of receipt of any such subpoena or summons.

3. Company agrees to implement appropriate measures to ensure the security and confidentiality of such Non-Public Personal Information, protect against any anticipated threats or hazards to the security or integrity of such Non-Public Personal Information, and protect against unauthorized access to or use of such Non-Public Personal Information.

4. This Agreement shall be coterminous with the Existing Agreement, except that the obligations of confidentiality assumed by Company prior to the date of expiration or termination of this GLBAA shall continue on a perpetual basis. In the event that any terms and conditions contained in the Existing Agreement are in conflict with the terms and conditions set forth in this GLBAA, then the terms and conditions set forth in this Agreement shall be deemed to be the controlling terms and conditions.

5. Company acknowledges that Customer's remedies at law may be inadequate to protect against breach of this GLBAA and therefore Company consents to the granting of injunctive relief by a court of appropriate jurisdiction if Company is in breach of this Agreement.

6. This Agreement shall be governed by the same governing law as that which is applicable to the Existing Agreement. This Agreement contains the entire agreement of the parties in respect of the subject matter hereof.

IN WITNESS WHEREOF, the parties have signed this GLBAA as of the day and year first above written.

Customer: _____

By: _____

Name: _____ (Date)

Title: _____

Company: _____

By: _____

Name: _____ (Date)

Title: _____