



ASTAC MEMBER CONFIDENTIALITY AGREEMENT GOVERNING EXAMINATION OF BOOKS AND RECORDS

This *Member* CONFIDENTIALITY AGREEMENT ("Agreement") is entered into between **Arctic Slope Telephone Association Cooperative, Inc.** ("ASTAC") and the "Member" named below.

Member Name and Telephone Number (Required Information - Please Print Below):

WHEREAS, the Member has requested permission to examine certain books and records of ASTAC by a Records Inspection Request Form dated _____ (the "Request").

WHEREAS, in response to the Request, ASTAC has agreed to allow the Member to inspect certain books and records ("Inspection Information") identified in the attached Request (exhibit) that are in the possession, custody, or control of ASTAC.

In consideration of being permitted to inspect the Inspection Information, Member agrees as follows:

- 1) Member may use the Inspection Information only for the proper purpose stated in the Request.
- 2) As to all Inspection Information ASTAC has designated as "Sensitive," Member acknowledges that the information is not generally known to or available to the public. Its public disclosure might result in embarrassment, inconvenience, disruption, or personal conflict for ASTAC or its members. Therefore, Member shall use his or her best efforts to keep the Inspection Information from becoming publicly known.
- 3) As to all Inspection Information ASTAC has designated as "Confidential," Member shall hold the Inspection Information in strict confidence and shall not disclose, publish, communicate, disseminate, or otherwise reveal (directly or indirectly) any of the Inspection Information to any other person whatsoever, including any other member, except with specific prior, written authorization of ASTAC.
- 4) Notwithstanding paragraphs 1), 2) and 3), Member may disclose Inspection Information to his or her professional advisers who have a professional obligation to

keep the Inspection Information confidential and who need to know the Inspection Information to advise Member regarding the purpose stated in the Request. Before disclosing Inspection Information to his or her professional adviser Member must inform the adviser of Member's obligations under this Agreement and obtain the agreement of the adviser to comply with Member's obligations under this Agreement. Any violation of this Agreement by such adviser shall be considered a violation by Member.

5) If Member discloses any Inspection Information to any person, Member shall maintain a log of to whom, when and how the Inspection Information was disclosed, the reason for the disclosure, and the specific Inspection Information that was disclosed. Upon ASTAC's request, Member shall provide ASTAC with a copy of the log.

6) Inspection Information shall not be duplicated by Member, including a partial copy, extract, or photograph. Member may not create transcriptions, summaries, extracts, analyses or derivative products of the Inspection Information. This prohibition includes the prohibition on re-typing information into a separate document.

7) Member shall use not less than the same degree of care to avoid disclosure of Inspection Information as Member uses for his or her own confidential information of like importance and, at a minimum, shall exercise reasonable care to avoid disclosure.

8) At the conclusion of the purpose stated in the Request, or upon ASTAC's written request, Member shall return to ASTAC the Inspection Information, including all copies, extracts, summaries, analyses, spreadsheets, notes and other materials derived from or reflecting the Inspection Information. Member may not retain any Inspection Information or make or retain any notes of the Inspection Information.

9) Notwithstanding the disclosure of the Inspection Information, all Inspection Information shall be and remain the property of ASTAC.

10) If the Member receives a legal demand or notice (for example, interrogatory, subpoena, civil investigatory demand, or any similar process relating to any legal proceeding, investigation, hearing or otherwise) by which Member may be required to disclose in any manner any Inspection Information, the Member shall provide ASTAC prompt written notice within 2 business days of receipt of such demand or notice. Member shall cooperate with ASTAC in seeking to limit the disclosure of such Inspection Information in accordance with applicable law.

11) This Agreement shall be governed and construed in accordance with the laws of the United States and the State of Alaska, excluding choice of law principles.

Member consents to the exclusive jurisdiction of the state courts and U.S. federal courts located in Anchorage, Alaska for any dispute arising out of this Agreement. In the event of any breach or threatened breach by Member, ASTAC may obtain, in addition to any other legal remedies which may be available, such equitable relief as may be necessary to protect ASTAC against any such breach or threatened breach.

12) Member acknowledges that money damages would not be an adequate remedy for the injury a breach of this Agreement would cause. Therefore, if the Member breaches or threatens to breach this Agreement, ASTAC may seek any relief available in law or equity, including specific performance and injunctive relief. In addition, in the future ASTAC may decline to provide confidential or sensitive information to the Member. In the event of any breach of this Agreement in which legal or equitable relief is sought, all reasonable attorneys' fees and other associated reasonable costs shall be recovered by the prevailing party.

13) Member obligations under this Agreement shall continue in perpetuity, even if Member ceases to be an ASTAC Member. This Agreement is the final, complete Agreement of the parties concerning access to Inspection Information and may not be amended or waived except in a writing signed by the parties.

IN WITNESS WHEREOF, this Agreement has been entered into as of the day and year set forth below:

Signature

Date

Printed Name

Street Address

Apt/Suite #

City, State, Zip Code

E-Mail Address

Please send signed agreement by

E-Mail or Mail:

Arctic Slope Telephone Association Cooperative, Inc. Attn: External Relations

Email: info@astac.net | 4300 B St. Suite 501, Anchorage, AK 99503