

## Documents Sample Clauses

- **Documents.** The Warrant Agent shall be protected and shall incur no liability for or in respect of any action taken or omitted by it in reliance upon any Warrant Certificate, notice, direction, consent, certificate, affidavit, statement or other paper or document reasonably believed by it to be genuine and to have been presented or signed by the proper parties.  
Appears in 1044 contracts [Warrant Agency Agreement \(Envision Solar International, Inc.\)](#), [Warrant Agency Agreement \(Sunshine Heart, Inc.\)](#), [Warrant Agency Agreement \(Adial Pharmaceuticals, Inc.\)](#) [See all 1044 variations](#) →
- **Documents.** The Company has provided or made available to Acquiror correct and complete copies of: (i) all documents embodying each Company Benefit Plan and each Company Employee Agreement required to be disclosed pursuant to Section 2.12(b) above including all amendments thereto and all related trust documents, administrative service agreements, group annuity contracts, group insurance contracts, and policies pertaining to fiduciary liability insurance covering the fiduciaries for each such Company Benefit Plan; (ii) the most recent annual actuarial valuations, if any, prepared for each Company Benefit Plan; (iii) the three (3) most recent annual reports (Form Series 5500 and all schedules and financial statements attached thereto), if any, required under ERISA or the Code in connection with each Company Benefit Plan; (iv) if any Company Benefit Plan is funded, the most recent annual and periodic accounting of Company Benefit Plan assets; (v) the most recent summary plan description together with the summary(ies) of material modifications thereto, if any, required under ERISA with respect to each Company Benefit Plan; (vi) all IRS determination, opinion, notification and advisory letters; (vii) all material communications from the Company or its ERISA Affiliates to any Company Employee or Company Employees relating to any Company Benefit Plan and any proposed Company Benefit Plans, in each case relating to any amendments, terminations, establishments, increases or decreases in benefits, acceleration of payments or vesting schedules or other events which would result in any liability material to the Company and its Subsidiaries, taken as a whole; (viii) all material correspondence to or from any governmental agency relating to any Company Benefit Plan; and (ix) the three (3) most recent plan years' discrimination tests for each Company Benefit Plan for which such tests are required.  
Appears in 174 contracts [Implementation Agreement \(Verigy Ltd.\)](#), [Implementation Agreement \(Verigy Holding Co. Ltd.\)](#), [Implementation Agreement \(Advantest Corp\)](#) [See all 174 variations](#) →
- **Documents.** You agree that, without the express written consent of the Company, you will not remove from the Company's premises, any notes, formulas, programs, data, records, machines or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. In the event you receive any such documents or items by personal delivery from any duly designated or authorized personnel of the Company, you shall be deemed to have received the express written consent of the Company. In the event that you receive any such documents or items, other than through personal delivery as described in the preceding

sentence, you agree to inform the Company promptly of your possession of such documents or items. You shall promptly return any such documents or items, along with any reproductions or copies to the Company upon the Company's demand or upon termination of this agreement.

Appears in 130 contracts [Offer Letter \(GBS Enterprises Inc.\)](#), [Offer Letter \(CAM Group, Inc.\)](#), [Offer Letter \(GBS Enterprises Inc\)](#) [See all 130 variations](#) →

- **Documents.** Agent shall not be under any duty to examine into or pass upon the validity, effectiveness, genuineness or value of any Loan Document or any other Related Writing furnished pursuant hereto or in connection herewith or the value of any collateral obtained hereunder, and Agent shall be entitled to assume that the same are valid, effective and genuine and what they purport to be.

Appears in 118 contracts [Credit Agreement \(Nautilus, Inc.\)](#), [Credit Agreement \(Bea Systems Inc\)](#), [Credit Agreement \(Core Molding Technologies Inc\)](#) [See all 118 variations](#) →

- **Documents.** Administrative Agent shall have received each of the following documents, each of which shall be reasonably satisfactory to the Administrative Agent (and to the extent specified below to each Lender) in form and substance:

Appears in 110 contracts [Revolving Credit Agreement \(FS Investment CORP\)](#), [Senior Secured Revolving Credit Agreement \(Capitala Finance Corp.\)](#), [Revolving Credit Agreement \(FS Investment CORP\)](#) [See all 110 variations](#) →

- **Documents.** All documents, record, tapes and other media of any kind or description relating to the business of the Company or any of its subsidiaries (the "Documents"), whether or not prepared by the Executive, shall be the sole and exclusive property of the Company. The Documents (and any copies) shall be returned to the Company upon the Executive's termination of employment for any reason or at such earlier time or times as the Board of Directors of the Company or its designee may specify.

Appears in 80 contracts [Employment Agreement \(StellarOne CORP\)](#), [Employment Agreement \(Central Virginia Bankshares Inc\)](#), [Employment Agreement \(Virginia Financial Group Inc\)](#) [See all 80 variations](#) →

- **Documents** "Documents" shall mean all original written, recorded, or graphic matters whatsoever, and any and all copies thereof, including, but not limited to: papers; books; records; tangible things; correspondence; communications; telex messages; memoranda; work-papers; reports; affidavits; statements; summaries; analyses; evaluations; customer mailing lists; client records and information; agreements; agendas; advertisements; instructions; charges; manuals; brochures; publications; directories; industry lists; schedules; price lists; client lists; statistical records; training manuals; computer printouts; books of account, records and invoices reflecting business operations; all things similar to any of the foregoing however denominated. In all cases where originals are not available, the term "Documents" shall also mean identical copies of original documents or non-identical copies thereof.

Appears in 70 contracts [Employment Agreement \(Valeritas Holdings Inc.\)](#), [Employment Agreement \(Valeritas Holdings Inc.\)](#), [Employment Agreement \(Valeritas Holdings Inc.\)](#) [See all 70 variations](#) →

- **Documents.** Upon termination of his employment with the Company, Executive will promptly deliver to the Company all memoranda, notes, records, reports, manuals, drawings, blueprints and other documents (and all copies thereof) relating to the business of the Company and all property associated therewith, which he may then possess or have under his control; provided, however, that Executive shall be entitled to retain copies

of such documents reasonably necessary to document his financial relationship with the Company.

Appears in 53 contracts [Employment Agreement \(Long Blockchain Corp.\)](#), [Employment Agreement \(Ascend Acquisition Corp.\)](#), [Employment Agreement \(Cullen Agricultural Holding Corp.\)](#), [See all 53 variations](#) →

- **Documents.** All files, papers, records, documents, compilations, summaries, lists, reports, notes, databases, tapes, sketches, drawings, memoranda, and similar items (collectively, “Documents”), whether prepared by Executive, or otherwise provided to or coming into the possession of Executive, that contain any Confidential or proprietary information about or pertaining or relating to the Bank Entities (the “Bank Information”) shall at all times remain the exclusive property of the Bank Entities. Promptly after a request by the Bank or the Termination Date, Executive shall take reasonable efforts to (i) return to the Bank all Documents in any tangible form (whether originals, copies or reproductions) and all computer disks or other media containing or embodying any Document or Bank Information and (ii) purge and destroy all Documents and Bank Information in any intangible form (including computerized, digital or other electronic format) as may be requested in writing by the Chief Executive Officer of the Bank or Chairman of the Board of the Bank, and Executive shall not retain in any form any such Document or any summary, compilation, synopsis or abstract of any Document or Bank Information.

Appears in 43 contracts [Employment Agreement \(Eagle Bancorp Inc\)](#), [Employment Agreement \(Eagle Bancorp Inc\)](#), [Employment Agreement \(Eagle Bancorp Inc\)](#), [See all 43 variations](#) →

- **Documents.** The Company has made available to Parent correct and complete copies (or, if a plan is not written, a written description) of all Company Employee Plans and amendments thereto in each case that are in effect as of the date hereof, and, to the extent applicable, (i) all related trust agreements, funding arrangements and insurance contracts now in effect or required in the future as a result of the transactions contemplated by this Agreement or otherwise, (ii) the most recent determination letter received regarding the tax-qualified status of each Company Employee Plan, (iii) the most recent financial statements for each Company Employee Plan, (iv) the Form 5500 Annual Returns/Reports for the three most recent plan years for each Company Employee Plan, (v) the current summary plan description for each Company Employee Plan and (vi) all actuarial valuation reports related to any Company Employee Plans.

Appears in 39 contracts [Agreement and Plan of Merger \(Kindred Healthcare, Inc\)](#), [Agreement and Plan of Merger \(Gentiva Health Services Inc\)](#), [Agreement and Plan of Merger \(Real Goods Solar, Inc.\)](#), [See all 39 variations](#) →