

CONFIDENTIALITY AGREEMENT

**STATE OF OHIO
DEPARTMENT OF COMMERCE
DIVISION OF UNCLAIMED FUNDS**

Company

The Company has been notified that the Ohio Department of Commerce, Division of Unclaimed Funds (State) is to conduct a state-initiated involuntary examination of the Company pursuant to division (F) of section 169.03 of the Revised Code. Said involuntary examination of the Company is to be conducted by an employee of the State.

The State has provided the Company with a records request identifying records that need to be reviewed to perform the examination. As stated in R.C. 169.03(F)(4), records examined pursuant to R.C. 169.03(F) are confidential and shall not be disclosed except as required by R.C. 169.06 or as the Director of Commerce considers necessary in the proper administration of Chapter 169. The State shall treat as confidential and protect from disclosure to third parties, other than its own agents, employees, subcontractors and participating states, as defined in paragraph (H) of rule 1301:10-1-01 of the Administrative Code, all information that the Company may furnish in writing to the State or its agents, employees, and subcontractors, in connection with the state-initiated involuntary examination. However, this confidentiality agreement shall not prohibit the State from disclosing such information to any person specifically approved by the Company or pursuant to, or as required by, law. The State further agrees that it will not use any such information for any purpose other than in the performance of the involuntary examination.

The information referred to in the preceding paragraph shall not include any information previously known to the State prior to the receipt of such information from the Company, subsequently acquired by the State from a third party having an independent right to disclose such information, or which is now or later becomes publicly known through no fault of the State.

This Confidentiality Agreement constitutes the entire agreement between the signors and may only be modified in writing upon agreement of all signors. This Confidentiality Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Ohio.

AGREED TO BY:

Date

Please Print Name & Title

**Yaw Obeng, Superintendent
Ohio Division of Unclaimed Funds**

Date