

## AGREEMENT TO MAINTAIN CONFIDENTIALITY

The Washington Department of Financial Institutions (Department) and \_\_\_\_\_\_

\_\_\_\_\_ (Financial Institution) enter into this Agreement to address the provision of

confidential information to the Financial Institution.

1. The Department is in possession of information concerning

(Company) which is considered to be confidential under RCW 19.230.190(1).

2. The Financial Institution is a bank or credit union.

3. Company, in order to facilitate obtaining financial account services from the Financial Institution, has provided the Department with a signed confidentiality waiver so the Department can provide confidential information to the Financial Institution.

4. The Director of the Department, by and through his designee, Lucinda Fazio, Director of the Division of Consumer Services, finds pursuant to RCW 19.230.190(2) that the release of said confidential information to the Financial Institution, is reasonably necessary for the protection of the public and is in the interests of justice. The Department shall release confidential information to the Financial Institution only for the purpose stated above.

5. Financial Institution agrees to maintain the confidentiality of all information provided by the Department pursuant to this Agreement.

## Agreement to Maintain Confidentiality Page 2

6. Financial Institution will ensure that all confidential information provided pursuant to this Agreement is accessed only by those individuals who are authorized to have access and who have a business need for the information.

7. Financial Institution will make adequate provisions for the secure storage of the information provided pursuant to this Agreement.

8. Financial Institution agrees to ensure that all automated information systems and networks that receive, process, store, or transmit information provided pursuant to this Agreement have adequate protective measures in place to restrict access.

9. Financial Institution will either return to the Department, or destroy by permanently deleting, burning, mulching, pulping, shredding, or disintegrating, all information provided pursuant to this Agreement that the Financial Institution no longer needs for the purposes set forth herein.

Date:

Date:

(Authorized Representative)

Lucinda Fazio, Director Department of Financial Institutions Division of Consumer Services

(Title)

(Financial Institution)