

## CONFIDENTIALITY AND INFORMATION ACCESS AGREEMENT

ORE Financial Services, LLC (OREF) is dedicated to safeguarding and maintaining the confidentiality, integrity, and availability of all information entrusted to us, including, but not limited to, personally identifiable information, sensitive information, employee, and proprietary information (collectively “Confidential Information”) regardless of whether the information is written, electronic or verbal.

- Personally Identifiable Information (PII) is any information about an individual maintained by OREF or its partners which can be used to distinguish or trace that individual’s identity, such as their full name, home address, Email address (non-work), telephone numbers (non-work), Social Security Number (SSN), driver’s license/state identification number, employee identification number, date and place of birth, mother’s maiden name, photograph, biometric records (e.g., fingerprint, voice print), etc. This also includes, but is not limited to, education, financial information (e.g., account number, access or security code, password, personal identification number), medical information, investigation report or database, criminal or employment history or information, or any other personal information which is linked or linkable to an individual.
- Sensitive Information (SI) is any information, the loss, misuse, or unauthorized access to or modification of which could adversely impact the interests of OREF, its employees, customers, or its partners and members in carrying out programs or the privacy to which individuals are entitled. It includes, but not exclusively, the following:
  - Information that is exempt from disclosure under the Freedom of Information Act (FOIA) such as trade secrets and commercial or financial information, information compiled for law enforcement purposes, personnel and medical files, information contained in bank examinations reports;
  - Information under the control of OREF or its partners contained in a Privacy Act system or record that is retrieved using an individual’s name or by other criteria that identifies an individual;
  - PII about individuals maintained by OREF or its members and partners that if released for unauthorized use may result in financial or personal damage to the individual to whom such information relates. Sensitive PII, a subset of PII, may be comprised of a single item of information (e.g., SSN) or a combination of two or more items (e.g., full name along with, financial, medical, criminal, or employment information). Sensitive PII presents the highest risk of being misused for identity theft or fraud;

- Information about insurance assessments, resolution and receivership activities, as well as law enforcement, legal, and contracting activities; and
- Information related to information technology specific to OREF or its members and partners that could be misused by malicious entities (e.g., firewall rules, encryption and authentication mechanisms, and network architecture pertaining to OREF or its partners).
- Employee Records include information about employees' salaries, benefits, performance reviews, medical information and all other human resources' matters.
- Proprietary Information is private (not publicly available) information about OREF's operations, associates, plans, development, financial information, strategies, purchasing, marketing, etc.

This Confidentiality and Information Access Agreement ("Agreement") is required to be read, signed, and complied with by all OREF's employees, independent contractors, system users, members and partners as a condition of access to any information system. The user signing this Agreement may only access, use, and disclose Confidential Information" as needed to perform his/her job responsibilities as allowed by law, organization policies and procedures, and/or as agreed upon between the user and OREF.

1. I understand and agree that I must safeguard and maintain the confidentiality, integrity, and availability of all Confidential Information I use, disclose, and/or access at all times, whether or not I am at work and regardless of how it was accessed.
2. I understand that access to all OREF's Information Systems, and those of their partners, including Email and Internet are intended for business usage.
3. I will only access, use, and/or disclose the minimum necessary Confidential Information needed to perform my assigned duties and disclose it to other individuals/organizations who need it to perform their assigned duties or as allowed by law.
4. I will only access or use the systems or devices that I am authorized to access and agree not to demonstrate the operation or function of any of OREF's information systems or devices, or those of their partners, to unauthorized individuals.
5. I will not use tools or techniques to break/exploit security measures.
6. I will not in any way divulge, copy, release, sell, loan, alter, or destroy any Confidential Information except as properly authorized.
7. I will not connect to unauthorized networks through OREF's systems or devices.
8. I will not download, copy, store, transmit or replicate any data from OREF information systems to store or use on any other system or other portable media or devices or to any unauthorized user, except in situations whereby explicit approval to do so has been granted by OREF. If I received this approval to download data I will assume sole and absolute responsibility to manage and protect it based upon standards listed in this Agreement and according to the law.

9. I understand that I have neither ownership interest nor expectation of privacy in any information accessed or created by me during my relationship with OREF. OREF may audit, log, access, review, and otherwise utilize information stored on or passing through its systems for many reasons, including to maintain the confidentiality, integrity, and availability of Confidential Information.
10. I will not install any software program onto OREF equipment without prior approval from the OREF.
11. I will not use OREF's information systems to create, receive, maintain or transmit any communications consisting of discriminatory, harassing, obscene, solicitation, or criminal information.
12. I understand that my User Login ID(s) and password(s) are confidential and used to control access to OREF's information systems and an electronic signature(s) is the equivalent to my legal signature. I will not disclose my user ID or password to anyone nor allow anyone to access any information system using my User Login ID(s) and password(s) for any reason.
13. I will immediately report to OREF any activity that violates this agreement, Confidential Information laws, or any other incident that could have any adverse impact on Confidential Information.
14. I understand that I will be held accountable for all inquiries, entries, and changes made to any OREF information system using my User Login ID(s) and password(s).
15. I will continue to maintain the confidentiality, integrity, and availability of all Confidential Information even after termination, completion, cancellation, expiration, or cessation of access to USMD's information systems.
16. I will only use my officially assigned, personal User Login ID(s) and password(s).
17. I agree to return any original and/or copied records and documents containing Confidential Information as well as any organizational keys, identification/access cards (badges), phones, wireless access devices, computers or any other device that would provide access to OREF or its information systems.
18. I will immediately notify OREF if my password has been seen, disclosed, or otherwise compromised.
19. I understand that violation of this Agreement may result in disciplinary action, up to and including termination of employment or business relationship, suspension and loss of privileges, termination of authorization to work within OREF, as well as legal actions.

Concurrent with your execution of this Agreement, you are being provided access to various OREF information systems which includes any device, whether or not provided by OREF, used to access Confidential Information maintained by OREF. Information maintained by OREF may include U.S. Government information, the maintenance, use and storage of which is governed by Federal Law.

By executing this Agreement, you acknowledge and consent to the following:

- At any time, the U.S. Government may inspect and seize data stored on our information system.
- Your communications may be monitored and intercepted for purposes including, but not limited to, penetration testing, communications security monitoring, network operations and defense, personnel misconduct, law enforcement, and counterintelligence investigations.
- Communications using, or data stored on, this information system (including all email communications) are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.

This information system includes security measures (e.g., authentication and access controls) intended to protect OREF and U.S. Government interests. It is not to be used for your personal benefit or privacy. You should have no expectation of privacy while using these systems.

By signing this Agreement, I agree that I have read, understand and will comply with its terms and conditions. Failure to read this Agreement is not an excuse for violating it. OREF may deny access to OREF's information systems if this Agreement is not returned signed and dated.

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User Name (Print)	User Signature	Date
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Requestor [Supervisor] Name (Print)	Requestor [Supervisor] Signature	Date
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