



## Pivotal Financial Resources

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### PRIVACY NOTICE AND CONFIDENTIALITY AGREEMENT

#### **Who We Are**

Pivotal Financial Resources provides consulting and other services to financial institutions that encompass a wide range of activities and functions. To accomplish these efforts, our company may obtain and/or utilize customer account and transaction information to perform analysis, test and/or use to complete the specific task or deliverable product.

#### **Information Collected**

The systems and services we provide often require that some information related to an account is necessary to complete the consultation project or service. Depending on the exact engagement, the type, amount and media that are collected will vary. We will consider information that is generally deemed as "confidential" as such in the performance of our assigned duties.

#### **Information Shared**

Our company may request or obtain confidential information from Bank clients related to the performance of a specific request or consulting engagement. The exact type of information or data will depend on the nature of the service and ultimate deliverable. In some cases, we may need to retain this information with work papers or other supporting data for audits. Our company will not share any of this confidential information with any other company, person or entity without expresses written approval from the financial institution or court orders.

#### **Specific Agreements**

Our company will adhere to the general terms of the confidentiality agreement provisions we have attached to this statement. Consult the sections within the agreement for actual efforts taken to protect the confidential information our people, systems or program may handle from unauthorized disclosure.

#### **How to Contact Us**

If additional information or questions regarding any incident or issue requires further examination or response, we recommend that you contact us in writing at the physical address shown on this document. For general questions, you may contact us using our main office telephone number of 512.496-5274 and email address of [info@pivotalfinancial.com](mailto:info@pivotalfinancial.com).

## Confidentiality Agreement Provisions

These provisions contain the understandings and general agreement related to the treatment of confidential data used, retained and transmitted by the products and services offered by Pivotal Financial Resources (PFR) and client financial institutions (Banks).

Under the processing arrangement between the parties, each will agree to assist in the protection of the confidential information and the general terms described as follows:

1. The purpose of this Confidentiality Agreement is to protect and prevent unauthorized disclosure of confidential information exchanged between PFR and Banks. Specifically, certain prospect/customer information may be provided to PFR and Banks (altogether constituting the "Information") in connection with providing any consulting service, product or report for the Banks. The Information may include information compiled by the Banks regarding customers and their accounts in relationships with the Banks.
2. With respect to the Information, each party hereto shall:
  - a) Not disclose it to third parties and restrict disclosure of the Information solely to those of its employees with a need to know;
  - b) Advise employees who receive the Information of the obligation of confidentiality hereunder; and
  - c) Use the Information only for the purpose of the services or engagement for the Banks.
3. Notwithstanding anything to the contrary herein, neither party shall have any obligation to preserve the confidentiality of any Information which:
  - a) Was previously known free of any obligation to keep it confidential;
  - b) Is or becomes publicly available, other than by unauthorized disclosure; or
  - c) Is independently developed by either party.
4. Upon the request of either party, the other party shall return or destroy all documents and records that contain the Information, without retaining any copies of such documents and records. Furthermore, each party shall not use any information obtained from the Information that such party had not developed independently.
5. This Agreement does not apply to disclosures of non-public personal information in the following instances:
  - a) As necessary to effect, administer, or enforce a transaction requested or authorized by a consumer or to service or process a financial product or service requested or authorized by a consumer;
  - b) A proposed or actual securitization, secondary market sale (including sales of servicing rights) or similar transaction related to a transaction of the consumer;
  - c) With the consent or at the direction of the consumer,
  - d) To a consumer reporting agency in accordance with the Fair Credit Reporting Act or from a consumer report provided by a consumer reporting agency;
  - e) To comply with Federal, State or local laws, rules and other applicable legal requirements; to comply with a properly authorized civil, criminal or regulatory investigation, or subpoena or summons by Federal, State or local authorized; or to respond to judicial process or government regulatory authority having jurisdiction over a financial institution for examination, compliance or other purposes as authorized by law.
  - f) As necessary to support audit findings related to an engagement to the appropriate regulatory authority.

## Confidentiality Agreement Provisions – Continued

6. PFR acknowledges the requirements of federal law in implementing security measures to safeguard customer information. Further, PFR represents and warrants to Banks that it has in place an information security program that includes reasonable administrative, technical and physical safeguards appropriate to the activities. PFR has or will implement appropriate measures to:
  - a) Ensure the security and confidentiality of customer information;
  - b) Protect against any anticipated threats or hazards to the security or integrity of such information; and
  - c) Protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any customer.
7. PFR agrees to take appropriate action to address incidents of unauthorized access to the Bank's customer information, including notifying the Bank as soon as possible of any such incident, to enable the institution to expeditiously implement its response program as required by 12 CFR Part 30 Interagency Guidance on Response Programs for Unauthorized Access to Customer Information and Customer Notice.
8. Banks have access (during normal business hours upon reasonable notice) to review records of PFR as may be necessary to assess compliance with the security requirements of this Agreement. PFR shall promptly notify Banks if it receives any complaint or notice concerning a violation of privacy rights or becomes aware of customer data security.
9. This Agreement shall be governed and construed in accordance with the laws of the State of Texas, and shall bind and inure to the benefit of the parties hereto and their respective subsidiaries, affiliates, successors and assigns.
10. This Agreement shall become effective on the date PFR begins to provide service and receive access to confidential information from the Banks and shall continue until terminated in writing by either party. The obligation to protect the confidential nature of the Information received prior to such termination shall survive the termination of the services provided under the processing relationship.

The parties have entered into this Agreement as a result of the need to include confidential information for the delivery or performance of the specific engagement or service requested by the Bank. If necessary, a separately signed statement may be requested from PFR to document our assumption and acceptance of our obligations under these provisions for the Banks records.