

## VOLUNTARY COMPLIANCE AGREEMENT

\_\_\_\_\_ (Company Name) (hereinafter "Company") a corporation incorporated under the laws of the State of \_\_\_\_\_, has undertaken a review of its internal unclaimed property procedures. During the course of this review the Company has determined that it may be holding unclaimed property which is due and reportable to the New York State Comptroller's Office of Unclaimed Funds (hereinafter "OUF"), and which has not been included by the Company in its prior unclaimed property report filings with the OUF or in any closed audits of the Company by the OUF.

The Company would like to come forward voluntarily to correct any previous underreporting of unclaimed property under the terms of this voluntary compliance agreement (hereinafter "Agreement"). The Company has not been contacted for audit by the OUF or a third party acting on behalf of the OUF to determine compliance with New York's Abandoned Property Law (hereinafter "APL"), except with respect to prior closed audits. Under the OUF's Voluntary Compliance Program the Company intends to file the necessary Abandoned Property Report and make payment to the OUF with respect to the Company's reporting obligations under the APL, in accordance with the following terms and conditions:

1. The OUF will determine whether an examination of the Company's books and records must be accomplished by the OUF, or whether the process used by the Company in its own review may be used in lieu of an examination by the OUF. An examination by the OUF may consist of an on-site review of the books and records relating to any unclaimed property held by the Company subject to the reporting requirements of the APL and relevant case law.
2. The scope of an examination by the OUF will include a review of any books and records related to property identified by the Company and the OUF as having probable nexus to the State of New York, including any records on which New York addresses might appear. The Company agrees to provide additional records and information within a reasonable period upon the request of the OUF.
3. The Company will have the opportunity to participate in any examination, discuss any results and conclusions with the OUF, and make any corrections to any books and records in the event any errors are found or in the event the Company learns any relevant new facts with respect to the subject property during the course of such examination. No remittance shall be made to the OUF until the OUF provides the Company with its written concurrence as to the methodology used in determining the amount due the OUF under the APL. However, if the Company desires to make an estimated payment and file an abandoned property report prior to completion of the Voluntary Compliance Process, the Company may submit a written request to the Project Director. The OUF's approval of such request is predicated upon the Company's understanding that the Voluntary Compliance Process will not be considered finalized until the methodology used to determine the amount due the OUF has been accepted by the Project Director and the Company's final Abandoned Property Report and payment has been received by the OUF.
4. The examination and any resulting Abandoned Property Report will cover the reportable periods from 2013 through 2023. This would include, but is not limited to, unclaimed wages, accounts payable checks, refund checks and rebate checks issued and/or payable from 2009

to 2019 as well as other general ledger items including accounts payable and receivable credits including merchandise credits issued 2009 to 2019 and gift certificates sold between 2007 and 2017. Furthermore, the Company agrees to notify the OUF regarding any property reportable to New York State or identifiable to a New York State resident that has been reported to or claimed by any other State.

5. The Company reserves the right to terminate any examination at any time if, upon the advice of counsel, the Company believes that the OUF has exceeded its statutory authority under the laws of the State of New York to perform such examination, or the OUF has undertaken any actions beyond the agreed scope of the examination. The Company acknowledges that any such termination may result in subsequent administrative and/or legal action being taken by the OUF.
6. In the event the Company's Abandoned Property Report is based upon the Company's own review, the OUF reserves the right to conduct an examination of relevant books and records within two years from the later of the date of the Abandoned Property Report, or the date of payment to the OUF by the Company. Such an examination would be performed by employees of the OUF. In the event the Company and the OUF do not come to agreement with respect to the Company's reporting obligations under the APL, any negotiations between the parties are not intended to be, and shall not be treated in any respect, as an admission of reporting liability by the Company.
7. This Agreement and any resulting Abandoned Property Report and payment, are based upon representations of full and complete disclosure by the Company and/or its representatives. An erroneous or misrepresentation of facts or failure to make full disclosure during the Voluntary Compliance Process shall provide the OUF with a basis for nullification of this Agreement and any resulting Abandoned Property Report and payment in whole or in part.
8. All negotiations will be treated as confidential information by the Company. The OUF will protect all confidential information provided to it by the Company to the fullest extent possible, consistent with legal requirements and the responsibilities of the OUF.
9. No interest or penalties will be imposed on the Company with respect to the unclaimed property payable to the OUF under any resulting Abandoned Property Report.
10. Payment by the Company to the OUF under any resulting Abandoned Property Report shall be in full satisfaction of all obligations imposed by the APL with respect to the property types and reporting periods set forth in paragraph 4 hereof, and all prior reporting periods.
11. The Company commits to maintain and retain accurate books and records on an ongoing basis, that will enable it to identify all unclaimed property subject to the APL (including but not limited to owner name, address, origination date and amount) and file complete and accurate Abandoned Property Reports annually in the future, as required under the APL. Prior to remitting property to the OUF the Company will conduct all required due diligence as set forth in Section 1422 of the APL.
12. Upon payment of the amount of unclaimed property determined to be owing under the APL, the OUF in accordance with Section 1404 of the APL, shall relieve and hold the Company

harmless, to the extent of the amount paid, from any and all liability for any claims related to such unclaimed property.

13. If this Agreement is executed by a third party representing the Company, it will be considered null and void unless a "Voluntary Compliance Engagement Letter" relative to the Company's compliance with the APL is signed by the Company within thirty days of the date of this Agreement.

14. This Agreement shall be valid for a period of six months from the date executed by a duly authorized representative of the OUF. Should the Company require additional time to complete its research and file the applicable abandoned property report and payment, a written request must be submitted to the OUF prior to the expiration of the six month period. Such extension request shall provide specific details of the work performed, the estimated completion date, and an explanation as to why additional time is required. For this Agreement to continue in force and effect, the OUF must consent in writing to the extension request. Failure to obtain the OUF's written consent to a request for an extension, may subject the Company to late filing interest charges.

Upon execution of this Agreement, the OUF agrees: (i) to meet with the Company to determine whether an examination of the Company's books and records must be accomplished by the OUF, or whether the process used by the Company in its own review may be used in lieu of an examination by the OUF; (ii) discuss with the Company the methodology used in determining the amount due the OUF under the APL; and (iii) upon completion of the Voluntary Compliance Process, accept the Company's Abandoned Property Report and payment consistent with the foregoing terms and conditions.

AGREED AND ACKNOWLEDGED

Company: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail address: \_\_\_\_\_

State of New York  
Office of Unclaimed Funds

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_