

**AGREEMENT CONCERNING THE TREATMENT AND USE
OF PERSONALLY IDENTIFIABLE INFORMATION**

This Agreement Concerning the Treatment and Use of Personally Identifiable Information (“Agreement”) is made this ___ day of _____, 20___ by the following Interested Party or Attorney for Interested Party:

(Name of Attorney or Interested Party)

(Address of Attorney or Interested Party)

(Phone Number of Attorney or Interested Party)

(E-Mail address of Attorney or Interested Party)

(hereinafter, “the Authorized Person”) pursuant to the Order of the U.S. Bankruptcy Court for the District of New Hampshire dated July 21, 2010 and recorded as Document No. 208 in Adv. Pro. No. 09-1184-JMD, *Notinger v. Tebbe, et al.*, pending in the U.S. Bankruptcy Court for the District of New Hampshire (“the Protective Order”).

WHEREAS, Steven M. Notinger is the Chapter 7 Trustee for the bankruptcy estates of Financial Resources Mortgage, Inc and of C L & M, Inc., being Case Nos. 09-14565-JMD and 09-14566-JMD, jointly administered, in the United States Bankruptcy Court District of New Hampshire (“Court”), and for the trust and corporate entities related thereto listed in the caption of the complaint, as amended, in Adversary Proceeding 09-1184-JMD in said Court (the “Trustee”); and

WHEREAS, among others, the Trustee and the Authorized Person are parties and/or counsel in the above bankruptcy and adversary proceeding (together with all companion cases, and, as consolidated for procedural or substantive purposes, the “Actions”); and,

WHEREAS, through formal or informal processes in the Actions, or otherwise, Trustee may provide the Authorized Person with information containing personally identifiable information of other persons; and,

WHEREAS, the Trustee requires that certain measures be taken to ensure the proper treatment and use of any such personally identifiable information as a condition of providing the information.

NOW, THEREFORE, in consideration of the agreements herein contained, the Authorized Person hereto agrees as follows:

1. The Authorized Person has reviewed and understands the Protective Order and agrees to be bound by its terms and conditions.
2. The Authorized Person acknowledges that information to be provided by Trustee to the Authorized Person may contain personally identifiable information of Trustee and/or third parties.
3. The Authorized Person will maintain all personally identifiable information the Trustee provides as confidential, including: signatures, electronic mail addresses, telephone numbers, date of birth, social security numbers, driver's license numbers, department of revenue identification numbers, and "confidential information" identified in the Executive Office Of The President, Deputy Director, Memorandum For The Heads Of Executive Departments And Agencies, dated May 22, 2007 M-07-16 (<http://www.whitehouse.gov/omb/memoranda/fy2007/m07-16.pdf>).
4. In furtherance of this agreement, the Court has entered the Protective Order dated July 21, 2010 formally mandating the confidentiality of personally identifiable information as outlined therein.
5. The Authorized Person may disclose personally identifiable information, in whole or in part, for the purposes of the Actions only, and only to those listed below:
 - a. The parties and representatives of the parties in the Actions;
 - b. if applicable, counsel who represent the Authorized Person in the Actions, and the personnel who are directly employed or consulted by counsel and/or the Authorized Person for the purpose of assisting with, or working on, the Actions;
 - c. any person who is to testifying as a witness either at a deposition or Court proceeding in the Actions for the purpose of assisting in his/her preparation and any other person to whom the dissemination of the document is deemed necessary by any party in preparation for any proceeding before the Court;
 - d. expert witnesses and consultants retained and identified by the parties in the Actions;

- e. deponents to the Actions;
- f. the Court and its officers, including stenographic reporters engaged in such proceedings as are necessarily incidental to the preparation or trial of this lawsuit; and
- g. the Court and its officers including stenographic reporters engaged in such proceedings as a necessarily incidental to the preparation or trial of any other proceeding through further order of the Court.

Personally identifiable information shall not be disclosed to the persons referenced in subparagraphs (c), (d) and (e) until such persons have been provided with a copy of this Agreement and have agreed in writing to be bound thereto by execution of a written agreement to that effect. At a minimum, the written agreement must include a statement that the person has been provided a copy of this Agreement and the Protective Order, agrees to be bound by the Agreement and the Protective Order, and agrees that the above Court shall have personal jurisdiction over such person regardless of the individual's domicile for the purposes of enforcing this Agreement. All such agreements shall be retained by Counsel disclosing the personally identifying information and shall be subject to in camera review by the Court upon request and/or if good cause for review is demonstrated by the Trustee.

- 6. The Authorized Person agrees that the U.S. Bankruptcy Court for the District of New Hampshire shall retain jurisdiction over him or her and any person to whom personally identifiable information is disclosed to the extent necessary to enforce the terms of this Agreement.
- 7. This Agreement shall not prohibit or restrain any party from performing the necessary tasks to prepare for trial or otherwise pursue or defend this action; however, any re-disclosure or communication of personally identifying information covered by this Agreement, except as specifically allowed by this Agreement for the purposes of the Actions only, is strictly prohibited. Neither this Agreement, nor the Order to be issued by the Court, shall alter or affect the applicability of Bankruptcy Rule 9037, and Rule 9037 shall be applicable to all signatories to this Agreement.
- 8. The object of this Agreement is that no personally identifiable information be disclosed to individuals not identified herein, and that no personally identifiable information be used for any purpose other than in relation to the Actions.
- 9. Any Authorized Person who is an attorney, and counsel in general, agrees to advise, instruct and supervise their respective associates, staff, employees of counsel, as well as the interested parties themselves, their employees, associates and staff to keep the personally identifiable information confidential as required by this Agreement.

10. This Agreement shall not terminate at the conclusion of the Actions, and shall continue forward unless modified in writing by the parties hereto or by the Court.

In Witness whereof the Authorized Person has executed this Agreement, consisting of 4 pages, to be effective on the date first written above.

Authorized Person

(Print Name)