



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER
UNCLAIMED PROPERTY / ESCHEATS DIVISION

JANET COWELL
TREASURER

SHIRLEY S. FOWLER
ADMINISTRATOR

North Carolina Department of State Treasurer
Unclaimed Property Program
Voluntary Disclosure Agreement

Holder Information:

Name of Holder: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Holder FEIN: _____ State of Inc.: _____ Date of Inc.: _____

Contact Name: _____ Title: _____

Telephone: _____ Email: _____

If utilizing a 3rd party holder representative, please indicate name and contact information:

Name of Firm: _____

Name of Contact: _____

Telephone: _____ Email: _____

Company Affiliate Information:

List any affiliates or subsidiaries along with the parent company including their FEIN:

Will holder file a consolidated unclaimed property report or will each entity report separately?

**NC Department of State Treasurer
Unclaimed Property Program
Voluntary Disclosure Agreement**

We agree subject to the following conditions:

- ❖ The Holder has not been contacted by the State or State's audit representative for the purposes of performing an examination.
- ❖ The Holder agrees to file all types of property from reporting year 1998 forward, if required by statute. Such property would include both general ledger and securities. Holder shall provide names and addresses, when available.
- ❖ Holder submits separate report and remittance for each year that property is being reported. No property will be accepted on behalf of another state.
- ❖ The State shall accept any amounts remitted under the agreement as have been timely filed and paid and shall not assess any penalties or interest.
- ❖ The Holder agrees that when names and addresses are available but the records are too voluminous or not practical to review, an allocation based upon statistical sampling will be used. Holder will provide a written explanation of the techniques and principles used.
- ❖ The State reserves the right to approve/review sampling and estimation methodology used by the Holder and its representative.
- ❖ The Holder will perform due diligence mailings according to the statute.
- ❖ The State reserves the right to examine the books and records of the Holder for the reporting period one year after receipt of the report.
- ❖ The State shall maintain the complete confidentiality of this agreement and shall not disclose any of the provisions set forth herein.
- ❖ The State will take no criminal action against Holder and its directors or officers for failure to report or remit unclaimed property during said period.
- ❖ The State agrees to reimburse Holder for any amount subsequently paid to a lawful owner in an amount equal to that paid by the Holder to the State.
- ❖ The terms of the agreement are based on the facts presented. If the facts are found to be materially misrepresented, the agreement will be null and void.
- ❖ Any notices, demands, communications or modifications concerning this agreement shall be in writing.

- ❖ This agreement contains the entire understanding of the State and Holder and supersedes all previous verbal and written agreements between the parties.
- ❖ The Holder agrees to continue to file reports to North Carolina and remit all applicable property deemed unclaimed in accordance with **N.C.G.S. §116B**.
- ❖ The Holder shall submit their report using our reporting forms or their equivalent. (A signed and notarized affidavit, equivalent to our ASD-159, must be included stating that the Holder has complied with **N.C.G.S. §116B-59**) In addition, if Holder is reporting fifty (50) or more owners, they are required to submit their report via diskette/CD in an electronic file format prescribed by the Treasurer (available at www.nccash.com – **Forms and Guides**) and submit either a paper copy or PDF file of the owner detail
- ❖ Upon agreeing to the above terms, Holder shall submit a \$10.00 extension-processing fee (as required by N.C.G.S. §116B-60 due to the filing of late property).
- ❖ In addition, we respectfully request that the Holder submit a good faith estimated payment of their liability.
- ❖ Report and remittance should be submitted six months from the date of this agreement unless otherwise agreed upon by State.

ACKNOWLEDGEMENT

The signatories to this Agreement affirm that they have the authority to bind their respective parties to the obligations and commitments set forth in this Agreement.

State of North Carolina
 Department of State Treasurer
 Unclaimed Property Division

Holder: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Mail to:

**North Carolina Department of State Treasurer
 Unclaimed Property Division
 325 North Salisbury Street
 Raleigh, North Carolina 27603-1385**