



STATEMENT OF WORK

[Date]

[Corporate Officer]

[Title]

[Company Name]

[Address]

[City, State and Zip Code]

Dear _____ :

This Statement of Work documents the understanding between Vantage Consulting, LLC (“Vantage”) and [Company Name]. (“[Company Name]” or “Client”) with respect to services to be performed by Vantage to assist [Company Name] in connection with Unclaimed Property work to be performed which will be determined by [Company Name]. Vantage shall provide the Services pursuant to the provisions of this Statement of Work and Vantage’s Standard Business Terms which, together, describe our understanding with respect to the Services (“Agreement”).

Project Scope and Objectives

The overall objective for this project is to assist [Company Name] in the sustained compliance of their Unclaimed Property state filing and reporting requirements. The scope of the engagement is to provide a means for all business locations to track and record their unclaimed property for proper escheatment to the respective states.

Project objectives included:

- Reviewing current processes and identifying abandoned property.
- Determining Unclaimed Property Liabilities.
- Provide remediation strategies to become compliant.
- Present recommendations and steps to improve current processes.
- Serve as an advocate for [Company Name] Corporation to negotiate liabilities with all states.
- Assist in state filings (escheatment’s).

The specific objectives for each phase of this project are to sustain the compliance as follows:

Phases	Deliverables
Phase 1. Preliminary Diagnostic <ul style="list-style-type: none"> ✓ Analyze client’s unclaimed items 	<ul style="list-style-type: none"> ▪ Summary Preliminary Diagnostic Report
Phase 2. Analyze Data and Current Processes <ul style="list-style-type: none"> ✓ Review current unclaimed property lifecycle ✓ Identify additional unclaimed data and sources <ul style="list-style-type: none"> ▪ Research questionable checks ▪ Analyze for accounting errors ▪ Reconcile balances ✓ Determine liabilities and deductions for each state ✓ Determine penalty and interest risks across states 	<ul style="list-style-type: none"> ▪ ‘As-Is’ Processes and Unclaimed Items ▪ Detailed Liabilities and Savings Reports by State
Phase 3. Due Diligence: Prepare and submit notification letters to Payees	<ul style="list-style-type: none"> ▪ Final notification letters
Phase 4. Audit Defense Packet (ADP) <ul style="list-style-type: none"> ✓ Document unclaimed item information ✓ Develop Audit Defense Documentation 	<ul style="list-style-type: none"> ▪ Audit Defense Packet
Phase 5. Document Process Improvements and Recommendations <ul style="list-style-type: none"> ✓ Perform due diligence and report to all states ✓ Document UP compliance practices ✓ Determine UP process recommendations and “To-Be” Models 	<ul style="list-style-type: none"> ▪ Compliance, Process Improvement Recommendations and ‘To-Be’ UP Model
Phase 6. Filing all State Unclaimed Property Reports for both the fall and spring filing deadlines	<ul style="list-style-type: none"> ▪ Copy of Filing Report

As part of the engagement the major phases will included:

Planning – Evaluation/Assessment

Discuss with [Company Name] its planned approach to annual escheatment and to provide policy and procedures to [Company Name] staff relating to the proper documentation of escheatable property, the evaluation of dormancy periods for each property type, design the repository solution for all business locations, provide due diligence processes per escheatable property type, and identification of deficiencies, if any, with respect to internal control over the current practice while providing remediation procedures.

Discuss with [Company Name] its planned scoping approach and the proposed scope of its efforts and to aid in these areas pertaining to [Company Name]’s identified criteria to be used to determine which business locations are to be included in the documentation project

Assist [Company Name] staff in obtaining necessary data and supporting information from the respective business locations.

Documentation Framework

The objective is to assist [Company Name] in sustaining documentation the entity-wide/corporate control framework currently in place to assist in performing proper escheatment procedures.

The documentation and analysis of the framework will be focused on the entity-wide/corporate internal control, particularly relating to the review of escheatable properties for proper reporting practices.

Remediation and Testing

Based on the identified gaps in internal controls over the escheatment practice, Vantage will meet with the respective control owners to ascertain if the [Company Name] has mitigating controls or if remediation of a specific control gap is required.

Prepare final reports on all escheatment properties outlining the documentation, remediation, testing, and possible reportable items for Executive Management.

Vantage Services and Responsibilities

Vantage will be responsible for assisting the [Company Name] project team and management on the following:

- Coordination of data collection and analysis efforts of all [Company Name] 's business locations.
- Communication of Documentation and Test findings to [Company Name] management group.
- Establish the proper general ledger account setup.
- Provide final policy and procedures for future escheatment practices.

Client Services and Responsibilities

In connection with Vantage's provision of the Services, [Company Name] will furnish the personnel, provide the resources, or undertake the responsibilities specified below ("Client Responsibilities").

[Company Name] will designate an employee within its senior management team who will assume the responsibility for this project and make or facilitate timely management decisions with respect to this engagement. To the extent that Vantage's deliverables

include analyses, reports, evaluations, recommendations or other management consulting services, [Company Name] 's management shall be responsible for all remediation and implementation decisions and for any future action with respect to the matters addressed in the deliverables. In conjunction with [Company Name] 's acceptance, [Company Name] management will evaluate the adequacy and results of the design and implementation of Vantage's deliverables.

Except as expressly agreed herein, [Company Name] shall be solely responsible for:

Identifying key client resources to assist in the data gathering fully contributing and providing access to information for the review of the current processes and organization for the areas within scope of the project validating data and findings to ensure accuracy and completeness ensuring the conclusions and recommendations from this project are consistent with the developed strategy and overall [Company Name] strategy.

[Company Name] understands that Vantage's efforts and assistance are dependent on [Company Name] 's timely and effective satisfaction of the responsibilities hereunder and timely decisions and approvals by [Company Name]. To the extent that [Company Name], or [Company Name] personnel, do not perform these responsibilities, Vantage shall notify [Company Name] of such non-performance. [Company Name] and Vantage shall work together to develop a mutually acceptable plan to address the outstanding needs.

Except as expressly agreed herein, [Company Name] shall be responsible for:

- Provision of personnel to assist with fulfillment of data and information requests.
- Timely turnaround of all data and information requests.
- Sourcing of data with required elements of information.
- Review and confirmation of documentation provided.
- Review and acceptance of deliverables.
- Identifying key client resources to assist in the data gathering.
- Fully contributing and providing access to information for the review of the current processes and organization for the areas within scope of the project.
- Validating data and findings to ensure accuracy and completeness.
- Ensuring the conclusions and recommendations from this project are consistent with the developed strategy and overall [Company Name] compliance strategy

Project Approach and Deliverables

This project will start immediately upon agreement by both parties and shall conclude upon successful completion of the project activities outlined below. During this project, the following activities will be performed, and the corresponding deliverables will be created.

This project will start on or about _____ and will be subject to [Company Name] 's decision as to completion date, depending on level of remediation required.

Project Staffing

Vantage will assign staff as required by [Company Name] to the engagement. Vantage or [Company Name] may, from time to time, add or re-assign personnel, but will discuss any staffing changes with the other prior to making the changes. It is understood by both parties that changes of this nature may impact the delivery timeline and must be approved by Carmin Tomassi.

Fees and Expenses

Vantage's fees for the services described in this Statement of Work will be on an hourly fee basis of \$____ per hour plus travel-related expenses or a Fixed Fee of \$_____ to perform phases 1 through 6. This includes the cost of filings with all states. The estimated time to complete is approximately 60 days. If completed sooner and the per hour rate is less than the fixed fee cap, the actual billable hours and costs of filings will be used.

Vantage will bill [Company Name] in accordance with the following billing schedule.

Initial Billing upon acceptance of Statement of Work: \$_____

Progress Billing Actual hours plus out-of-pocket expenses: Every two weeks

Out-of-pocket expenses for travel (including transportation, hotels, meals, etc.) will be billed at amounts incurred for travel and lodging, and a daily per-diem for meals at \$____. Detailed descriptions of expenses will be provided in the billings. Copies of expense receipts that are maintained in accordance with IRS guidelines will be provided to [Company Name] upon request. Invoices are due upon presentation.

Other Matters

Vantage will act as a contractor in providing these services as set out in this Statement of Work and does not undertake to perform obligations of [Company Name], whether regulatory or contractual. In carrying out the work:

- Vantage will not act in the capacity equivalent to a member of management or as an employee of [Company Name].
- Vantage will provide observations regarding [Company Name] 's internal control during this engagement. Management must evaluate the adequacy of the controls in place for the purposes of [Company Name] and is solely responsible for determining what changes/improvements [Company Name] should implement considering its control objectives.

- Vantage is not engaged in the practice of public accounting or auditing and [Company Name] should be aware that Vantage will not be deemed to be independent as is deemed necessary by the AICPA to render an opinion on any part of the financial statements, but rather is providing agreed upon procedures for executive management of [Company Name] .

Management of [Company Name] has the responsibility for establishing and maintaining the Unclaimed Property internal controls and directing activities related to the assessment of business processes and controls rests with management of [Company Name]. About Vantage's services, [Company Name] is responsible for:

- Determining the objectives, scope, and extent of Vantage's services.
- Designating a management-level individual who will have responsibility to oversee, along with the Vantage's team, the project progress and address issues as they arise.
- Evaluating the adequacy of the documentation procedures performed and the observations/recommendations resulting from the performance of those procedures.
- Evaluating the observations and recommendations arising from Vantage's services contemplated by this engagement.

Change Order Process

During the project either party may request, in writing in a form substantially similar to Vantage's standard form of change order (see form attached hereto), additions, deletions, or modifications to the scope or nature of the Services described in this Statement of Work (all referred to hereinafter as "Changes"). Vantage shall have no obligation to commence work in connection with any Change until the fee and/or schedule impact of the Change is agreed upon in a written change order signed by both Vantage and Client.

We appreciate the opportunity to be of service to [Company Name] and look forward to working with you on this project. You can be assured that it will receive our close attention. Please indicate your agreement with these arrangements by signing and returning to Vantage the enclosed copy of this Agreement.

Very truly yours,

VANTAGE CONSULTING, LLC

By: _____
Walter Viola, Managing Director

Acknowledged and Accepted:

[Company Name] Management

By: _____
[Corporate Officer]

Title: _____

Date: ____/____/____

Attachments: Vantage Standard Business Terms
Vantage Statement of Work Standard Change Order Form

Vantage Standard Business Terms

These Standard Business Terms (“Terms”) shall govern the Services provided by Vantage Consulting, LLC (“Vantage”) as set forth in the Statement of Work executed by Client and Vantage to which these Terms are attached. These Terms, together with the Statement of Work, constitute the entire understanding and agreement between Client and Vantage with respect to the Services described in the Statement of Work (“Agreement”), supersede all prior oral and written communications, and may be amended, modified or changed (including changes in scope or nature of the Services or fees as described under Change Order Process in the Statement of Work) only in writing when signed by both parties. If there is a conflict between these Terms and the terms of any Statement of Work, these Terms shall govern.

Section 1. Fees, Expenses

Client shall pay Vantage the professional fees and the related expenses in accordance with the Statement of Work.

Section 2. Client Responsibilities

As a prerequisite to Vantage’s delivery of Services, Client shall (i) fulfill the Client Responsibilities and ensure that all Assumptions are accurate; (ii) provide Vantage with reliable, accurate and complete information, as required; (iii) make timely decisions and obtain required management approvals; and (iv) furnish Vantage personnel with a suitable office environment and adequate resources and supplies, as needed. In addition, Vantage shall be entitled to rely on all Client decisions and approvals made independently of this Agreement and/or prior to its execution by the parties. Nothing in this Agreement shall require Vantage to evaluate, advise on, modify, confirm, or reject such decisions and approvals, except as expressly agreed to in the Statement of Work.

Section 3. Confidentiality

With respect to this Agreement and any information supplied in connection with this Agreement and designated by the disclosing party as confidential, the recipient agrees to: (i) protect the confidential information in a reasonable and appropriate manner or in accordance with applicable professional standards; (ii) use confidential information only to perform its obligations under this Agreement; and (iii) reproduce confidential information only as required to perform its obligations under this Agreement. This section shall not apply to information which is (i) publicly known, (ii) already known to the recipient; (iii) disclosed to a third party without restriction; (iv) independently developed; or (v) disclosed pursuant to legal requirement or order. Subject to the foregoing, Vantage may disclose Client’s confidential information to only those of its subcontractors and affiliates who have a need to know such confidential information in order to fulfill Vantage’s obligations under the Agreement.

Section 4. Deliverables

Client may, solely for its internal business purposes, use, copy, distribute internally, and modify the deliverable items specifically described in the Statement of Work (the “Deliverables”). Client shall not, without Vantage’s prior written consent, disclose to a third party, publicly quote, or refer to the Deliverables. For purposes of this Agreement, Client shall have the right to use and disclose deliverable to or for the benefit of any affiliate or related party of Client. Vantage shall retain all right, title and interest in and to: (i) such portion of the Deliverables which in fact constitute Vantage’s patents, copyrights, trademarks or other intellectual property; and (ii) all methodologies, processes, techniques, ideas, concepts, trade secrets and know-how embodied in the Deliverables or that Vantage may develop or supply in connection with this Agreement (the “Vantage Knowledge”). Subject to the confidentiality restrictions contained in Section 3, Vantage may use the Deliverables and the Vantage Knowledge for any purpose.

Section 5. Acceptance

Client shall accept Deliverables which (i) conform to the requirements of the Statement of Work or (ii) where applicable, successfully complete the acceptance test plan described in the Statement of Work. Client will promptly give Vantage notification of any non-conformance of the Deliverables with such requirements (“Non-conformance”), and Vantage shall have a reasonable period, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If Client uses the Deliverable before acceptance, fails to promptly notify Vantage of any Non-conformance, or unreasonably delays the beginning of acceptance testing, then the Deliverable shall be considered accepted by the Client.

Section 6. Warranty

(a) Vantage warrants that the Services shall be performed with reasonable care in a diligent and competent manner. Vantage’s sole obligation shall be to correct any non-conformance with this warranty, if Client gives Vantage written notice within thirty (30) days after the Services are performed or successful completion of the acceptance test plan, if applicable.

(b) Vantage does not warrant and is not responsible for any third-party products or services. Client’s sole and exclusive rights and remedies with respect to any third-party products or services are against the third-party vendor and not against Vantage.

(c) This Section 6 is Vantage’s only warranty concerning the services and any deliverable and is made expressly in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.

Section 7. Risk Allocation

(a) Vantage’s and Client’s liability relating to this Agreement shall not include any special, punitive, consequential, incidental, or exemplary damages or loss (nor any lost

profits, savings, or business opportunity). In no event shall Vantage's liability for damages exceed \$500,000.

(b) As Vantage is performing the Services solely for the benefit of Client, Client will indemnify Vantage, its affiliates and their employees, officers and agents against all costs, fees, expenses, damages and liabilities (including defense costs) associated with any third party claim, relating to or arising as a result of the Services, Client's use of the Deliverables, or this Agreement.

(c) Vantage will indemnify Client, its affiliates and their employees, officers and agents against all costs, fees, expenses, damages and liabilities (including defense costs) to the extent caused by the gross negligence or willful misconduct of Vantage's personnel or agents in performing the Services.

(d) The provisions of this Section 7 are intended to apply in all circumstances, regardless of the grounds or nature of any claim asserted (including contract, statute, any form of negligence, whether of Client, Vantage, or others, tort, strict liability or otherwise) and whether or not the party seeking indemnification was advised of the possibility of the damage or loss asserted, to the extent not contrary to applicable law.

(e) Any action against Vantage must be brought within eighteen (18) months after the cause of action arises.

Section 8. Personnel

(a) During the term of this Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder.

Section 9. Termination

(a) This Agreement may be terminated at any time by Client upon forty-five (45) days prior written notice to Vantage.

(b) If Client terminates without cause, Client shall pay Vantage for all Services rendered and expenses incurred as of the date of termination, and in addition shall reimburse Vantage for all reasonable costs associated with any termination, not to exceed \$20,000.

(c) Vantage may terminate this Agreement upon Client's failure to pay the fees and expense in a timely manner as provided herein, following written notice of such default and Client's failure to cure within ten (10) days following receipt of such notice. Upon such termination, Client shall be obligated to pay any past due fees and expenses and such other reasonable costs associated with such termination.

(d) Client may terminate this Agreement upon Vantage's failure to discharge its obligations under this Agreement, following the expiration of a ten (10) day Cure Period following written notice of such default if such default has not been Cured. Client shall be entitled to such remedies as shall be provided at law and equity, to the extent not limited by Section 7.

(e) Except for matters related to confidentiality or intellectual property rights, the parties shall first attempt to resolve any dispute or alleged breach internally by escalating it through management and, prior to pursuing litigation, use a mutually acceptable alternative dispute resolution process.

Section 10. General

(a) Neither party shall use the other party's name, trademarks, service marks, logos, trade names and/or branding without such party's prior written consent. (b) Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control.

(c) This Agreement may not be assigned or otherwise transferred without the prior express written consent of the other party. Vantage may, without Client's written consent, assign this Agreement to an affiliate of its international organization or use subcontractors to provide Services.

(d) Any notices given pursuant to this Agreement shall be in writing, delivered to the address set forth in the Statement of Work, and shall be considered given when received.

(e) No term of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

(f) If any term or provision of this Agreement is determined to be illegal or unenforceable, such term or provision shall be deemed stricken, and all other terms and provisions shall remain in full force and effect.

(g) This Agreement does not make either party an agent or legal representative of the other party and does not create a partnership or joint venture. Both parties are independent contractors and principals for their own accounts.

(h) Sections 3 through 10 of these Terms shall survive the expiration or termination of this Agreement.

(i) The laws of the State of Delaware shall govern this Agreement.

(j) Client acknowledges that: (i) Vantage and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Vantage shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail due to any reason beyond Vantage's reasonable control.

**Vantage Consulting
Statement of Work
Change Order Number ____**

[date]

[Client contact name]
[complete legal name of Client entity]
[Client address]

Dear [Client contact name]:

This Change Order, including any appendices, schedules, and/or attachments, documents changes to the Statement of Work between Vantage Consulting, LLC (“Vantage”) and [Client’s complete legal name] (“Client”) dated _____, 202__, including any prior Change Order(s) or amendments thereto (the “Statement of Work”). This Change Order constitutes the entire understanding and agreement between Client and Vantage with respect to such changes, supersedes all prior oral and written communications with respect to such changes (including, but not limited to, written change requests), and may be amended, modified or changed only in writing when signed by both parties. The section(s) of the Statement of Work set forth below is/are hereby amended, effective as of the date first written above, by adding at the conclusion of the respective section(s) the following text:

Project Scope and Objectives

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Vantage Services and Responsibilities

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Deliverables

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Acceptance

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Client Responsibilities

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Project Assumptions

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Project Approach

[describe any changes to this section here, including the impact any other changes herein will have on schedule, or, if there are none, delete this form field along with the section label immediately above]

Staffing

[describe any changes to this section here or, if there are none, delete this form field along with the section label immediately above]

Fees & Expenses

[describe the impact that any changes above will have on fees and expenses or, if there is none, delete this form field along with the section label immediately above]

Except as expressly modified herein, all other terms and conditions of the Statement of Work and the Standard Business Terms remain unchanged. Please indicate your agreement to these arrangements by signing and returning to Vantage the enclosed copy of this Change Order.

Very truly yours,

VANTAGE CONSULTING, LLC

By: _____
Officer / Director

Acknowledged and Accepted:

[COMPANY NAME] CORPORATION

By: _____

Title: _____

Date: _____