



STATEMENT OF WORK

[Date]

Dear _____:

This Statement of Work documents the understanding between Vantage Consulting, LLC (“Vantage”) and Company Name , Inc. (“COMPANY NAME ” or “Client”) with respect to services to be performed by Vantage to assist COMPANY NAME in connection with the recovery of Unclaimed Property being held by all States. Vantage shall provide the exclusive 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 engagement is to assist COMPANY NAME in the collection of all unclaimed properties being held by all States. The process will include the:

- search of States existing databases (or purchase the States databases) using all COMPANY NAME Corporation names and subsidiary names.
- provide the States with the necessary supporting documents requested in order to claim the respective unclaimed property.
- submit all payments received by the States to COMPANY NAME Corporation once received or.
- have the State submit the payments directly to COMPANY NAME senior management.
- provide COMPANY NAME Corporation a breakdown of States claims that were made and status of all other outstanding unclaimed property matters.

Vantage Services and Responsibilities

Vantage will be responsible for assisting the COMPANY NAME management on the following:

1. Coordination of data collection and analysis efforts of all SILVERADO'S business units.
2. Communication of documentation and findings to SILVERADO'S management group.

COMPANY NAME Services and Responsibilities

In connection with Vantage's provision of the Services, COMPANY NAME will furnish the personnel, provide the necessary resources, or undertake the responsibilities specified in this statement of work.

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.

COMPANY NAME understands that Vantage's efforts and assistance are dependent on Silverado'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.

COMPANY NAME provides that Vantage will be their exclusive collection firm in order to limit any confusion that may result by having multiple firms collecting unclaimed properties.

Project Duration

This project will start immediately upon the signing of this agreement by both parties and shall continue indefinitely or until COMPANY NAME provides a thirty (30) day notice of termination of said services.

Project Staffing

Vantage will assign staff as required. Vantage or COMPANY NAME may, from time to time, add or re-assign personnel.

Fees & Expenses

Vantage's fees for the services described in this Statement of Work will be a Fixed Fee of Ten Percent (10%) of the total amount received per each State. The Fee will also cover all mailing and internal administrative costs associated with the collection process. In the

event a State disallows said Fee, the Fee will be adjusted based on the State required Fee requirements on a State-by-State basis.

Vantage will provide an invoice to COMPANY NAME along with submission of all State payments. All invoices are due within two (2) weeks after receipt of the Invoice and after a State acknowledges payment will be made.

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 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

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: _____

Title: _____

Date: _____

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

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 yours,

VANTAGE CONSULTING, LLC

By: _____
Officer / Director

Acknowledged and Accepted:

COMPANY NAME CORPORATION

By: _____

Title: _____

Date: _____