

# Managed Services for Unclaimed Property Reporting

This Data Sheet describes the Unclaimed Property Reporting Services provided by Sovos Compliance, LLC ("Sovos") to the customer named on an applicable Order Form (the "Customer") in accordance with this Data Sheet.

- **UP Managed Services:** Sovos provides unclaimed property data management, record maintenance, due diligence, and reporting execution on behalf of Customer to all US states, territories, and any other applicable unclaimed property jurisdictions.

## 1 DEFINITIONS.

**1.1 "FEIN"** (Federal Employer Identification Number) means a unique number assigned to a business entity for tax reporting purposes - or - relevant tax ID provided by the respective regulatory jurisdiction. Sovos will process for one Customer FEIN as part of the base subscription. Customer may purchase additional FEINs for an additional fee.

**1.2 "Records"** means records that have been included in an unclaimed property report and submitted to the respective regulatory jurisdiction based on the governing statute.

**1.3 "Report"** means an unclaimed property filing submitted to a state or reporting jurisdiction.

## 2. UP Managed Services - Standard

**2.1 Sovos Responsibilities.** Sovos UP Managed Services representatives will (i) provide company and security level user setup, the data template for Customer, and manage data import and validation into the unclaimed property reporting Software while managing any and all periodic data/record updates; (ii) provide templates or issue due diligence letter mailings on behalf of Customer according to the Agreement and agreed upon reasonable Customer-defined thresholds; (iii) work with Customer to manage compliance calendar and provide needed task/deadline alerts to ensure unclaimed property report creation for all reportable jurisdictions, and submission to those states participating in and supported by the Sovos online reporting network; and (iv) maintain historical records in the unclaimed property reporting Software and provide analysis tools for risk evaluation and process management. Sovos will perform the UP Managed Services - Standard in accordance with the provisions of the Agreement, Sovos' policies and procedures, and any additional documentation as required by Sovos.

**2.2 Customer Responsibilities.** Customer is responsible for any Customer obligations set forth in Sovos' policies and procedures and providing any additional documentation as required by Sovos. Customer will (i) provide correct and accurate information and source data uploads according to Sovos' template; (ii) verify and approve transmittals prior to submission to the appropriate regulatory agency; (iii) validate control totals and print layout for each print file, if applicable; and (iv) provide Sovos with the required information by the mutually agreed upon deadline. Customer will be responsible for any electronic due diligence outreach and any report submission to states not participating in the Sovos online reporting network. If Customer fails to provide Sovos with the required information by the deadline, Sovos may, at its sole discretion, charge a reasonable fee. Sovos does not guarantee timely filing and/or printing if Customer fails to provide the required information in a timely manner. Customer is solely responsible for audit defense.

**2.3** Customer may purchase the following additional services with UP Managed Services - Standard if set forth in a mutually executed order form:

**2.3.1 Sovos as Claim Contact Services.** Sovos will be the point of contact for any due diligence mailing responses, including return mailings, and phone calls.

Sovos will be responsible for updating property records with the appropriate status and providing a hard copy of claims back to Customer in order for Customer to reissue property/funds. Shipping and handling costs may be applicable.

**2.3.2 Custom Letter Template.** Sovos can develop and maintain custom due diligence letter templates according to mutually agreed upon specifications for an additional fee.

**2.4** Customer may have Access and use of Sovos UP Enterprise (Cloud). Customer's use of Sovos UP Enterprise (Cloud) shall be subject to the restrictions on use set forth in the Governing Agreement and any applicable Data Sheets.

## 3. UP Managed Services - Enhanced

**3.1 Sovos Responsibilities.** Sovos UP Managed Services representatives will (i) provide company and security level user setup, provide the data template for Customer, and manage data import and validation into the unclaimed property reporting Software while managing any and all periodic data/record updates; (ii) provide a detailed liability analysis of Customer property and potential risks; (iii) issue due diligence letter mailings on behalf of Customer in accordance with agreed upon reasonable Customer-defined thresholds; (iv) work with Customer to manage compliance calendar and provide needed task/deadline alerts to ensure unclaimed property report creation for all reportable jurisdictions, and submission to those states participating in and supported by the Sovos online reporting network; and (v) maintain historical records in the unclaimed property reporting Software and provide analysis tools for risk evaluation and process management. Sovos will perform the UP Managed Services - Enhanced in accordance with the provisions of the Agreement, Sovos' policies and procedures, and any additional documentation as required by Sovos.

**3.2 Customer Responsibilities.** Customer is responsible for any Customer obligations set forth in Sovos' policies and procedures and providing any additional documentation as required by Sovos. Customer will (i) provide correct and accurate information and source data uploads according to Sovos template; (ii) verify and approve transmittals prior to submission to the appropriate regulatory agency; (iii) validate control totals and print layout for each print file, if applicable; and (iv) provide Sovos with the required information by the mutually agreed upon deadline. Customer will be responsible for any electronic due diligence outreach. If Customer does not elect Sign and Remit Services then Customer will be responsible for report submission to the relevant jurisdictions not supported by the Sovos online reporting network. If Customer fails to provide Sovos with the required information by the deadline, Sovos may, at its sole discretion, charge a reasonable fee. Sovos does not guarantee timely filing and/or printing if Customer fails to provide the required information in a timely manner. Customer is solely responsible for audit defense.

**3.3** Customer may purchase the following additional services with UP Managed Services - Enhanced if set forth in a mutually executed order form:

**3.3.1 Sovos as Claim Contact Services.** Sovos will be the point of contact for any due diligence mailing responses, including return mailings, and phone calls.

Sovos will be responsible for updating property records based on customer direction and where applicable, provide a hard copy of claims for Customer to reissue property/funds or direct Sovos to do so on their behalf. Shipping and handling costs may be applicable.

**3.3.2 Custom Letter Template.** Sovos can develop and maintain custom due diligence letter templates according to mutually agreed upon specifications for an additional fee.

**3.3.3 Sign and Remit.** Sovos UP Managed Services representatives will sign and notarize final unclaimed property reports and remit any and all funds to the correct state and regional jurisdictions on behalf of Customer.

**3.3.4 Response Reissue.** Upon a due diligence mailing response request of funds, Sovos UP Managed Services representatives will issue the unclaimed funds owed to the claimant on behalf of Customer.

**3.3.5 Advertising Services.** Sovos UP Managed Services representatives will contact and secure required due diligence advertising placements on behalf of Customer in required jurisdictions. Services covered by a services feed - advertising placement cost are billed as a pass through.

**3.3.6 Fund Custodian Services.** Sovos will hold escheat funds for purposes of early escheatment in certain states for up to 12 months, as permitted by the applicable state.

**3.4** Customer may have Access and use of Sovos UPEnterprise (Cloud). Customer's use of Sovos UPEnterprise (Cloud) shall be subject to the restrictions on use set forth in the Governing Agreement and any applicable Data Sheets.

#### **4. UP Managed Services - Premium**

**4.1 Sovos Responsibilities.** Sovos UP Managed Services representatives will (i) provide company and security level user setup, provide the data template for Customer, and manage data import and validation into the unclaimed property reporting Software while managing any and all periodic data/record updates; (ii) provide a detailed liability analysis of Customer property and potential risks along with specific expertise on optimizing Customer's process and system setup; (iii) issue due diligence letter mailings on behalf of Customer according to Customer-defined frequency and agreed upon reasonable Customer-defined thresholds; (iv) work with Customer to manage the compliance calendar and provide task/deadline alerts for unclaimed property report creation and submission to the relevant regulatory jurisdictions as directed by Customer; (v) maintain historical records in the unclaimed property reporting Software and provide analysis tools for risk evaluation and process management. Sovos will perform the UP Managed Services - Premium in accordance with the provisions of the Agreement, Sovos' policies and procedures, and any additional documentation as required by Sovos.

**4.2 Customer Responsibilities.** Customer is responsible for any Customer obligations set forth in Sovos' policies and procedures and providing any additional documentation as required by Sovos. Customer will (i) provide correct and accurate information and source data uploads according to Sovos template; (ii) verify and approve transmittals prior to submission to the appropriate regulatory agency; (iii) validate control totals and print layout for each print file, if applicable; and (iv) provide Sovos with the required information by the mutually agreed upon deadline. Customer is solely responsible for submitting reports to relevant jurisdictions they have elected to not have Sovos file on their behalf. Customer will be responsible for any electronic due diligence outreach. If Customer does not elect Sign and Remit Services, then Customer will be responsible for report submission to the relevant jurisdictions. If Customer fails to provide Sovos with the required information by the deadline, Sovos may, at its sole discretion, charge a reasonable fee. Sovos does not guarantee timely filing and/or printing if Customer fails to provide the required information in a timely manner. Customer is solely responsible for audit defense.

**4.3** Customer may purchase the following additional services with UP Managed Services - Premium if set forth in a mutually executed order form:

**4.3.1 Additional Hours.** In the event that Customer requires additional services beyond the scope of work, additional hours may be purchased.

**4.3.2 Sovos as Claim Contact Services.** Sovos will be the point of contact for any due diligence mailing responses, including return mailings, and phone calls. Sovos will be responsible for updating property records based on customer direction and where applicable, provide a hard copy of claims for Customer to reissue property/funds or direct Sovos to do so on their behalf. Shipping and handling costs may be applicable.

**4.3.3 Custom Letter Template:** Sovos will develop and maintain custom due diligence letter templates according to mutually agreed upon specifications for an additional fee.

**4.3.4 Sign and Remit.** Sovos UP Managed Services representatives will sign and notarize final unclaimed property reports and remit any and all funds to the correct state and regional jurisdictions on behalf of Customer.

**4.3.5 Response Reissue.** Upon a due diligence mailing response request of funds, Sovos UP Managed Services representative will issue the unclaimed funds owed to the claimant on behalf of Customer.

**4.3.6 Advertising Services.** Sovos UP Managed Services representatives will contact and secure required due diligence advertising placements on behalf of Customer in required jurisdictions. Services covered by a services feed - advertising placement cost are billed as a pass through.

**4.3.7 Fund Custodian Services.** Sovos will hold escheat funds for purposes of early escheatment in certain states for up to 12 months, as permitted by the applicable state.

**4.4** Customer may have Access and use of Sovos UPEnterprise (Cloud). Customer's use of Sovos UPEnterprise (Cloud) shall be subject to the restrictions on use set forth in the Governing Agreement and any applicable Data Sheets.

**5. CHANGES.** Sovos may, from time to time and in our discretion, make changes to this document or the terms and conditions set forth herein, provided however, in no event shall Sovos make any changes that will degrade the products or services applicable to this Data Sheet without prior written notice to Customer. When Sovos makes changes hereto which do not degrade the products or services applicable to this Data Sheet, Sovos will provide notice as appropriate under the circumstances, e.g., by displaying a notice within the applicable Sovos products or services, by updating the Data Sheet located at <https://sovos.com/customer-legal-data-sheets/> or by sending Customer an email.

**6. TERMS AND CONDITIONS.** Customer's execution of an applicable Order Form for the products applicable to this Data Sheet signifies Customer's agreement to the terms and conditions in this Data Sheet and its acknowledgment that the Services are provided under and are governed by such applicable Order Form and the separate written agreement between the parties that expressly governs Sovos' delivery of products and services (the "Governing Agreement").

**7. DEFINED TERMS.** Except as defined herein or otherwise required by the context herein, all defined terms used in this Data Sheet have the meaning set forth in the Governing Agreement.

This document constitutes a Data Sheet as defined in the Governing Agreement.

SOVOS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN THIS DOCUMENT.