

EXHIBIT 2

Unclaimed Property Contract

This Unclaimed Property Contract (the "Contract") is made by and between the State of Delaware, Office of Unclaimed Property (the "State"), located at the Delaware Department of Finance, 820 North French Street, Wilmington, Delaware 19801 and Kelmar Associates, LLC ("Kelmar"), located at 500 Edgewater Drive, Suite 525, Wakefield, MA 01880.

In consideration for the services and compensation described below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I SCOPE OF WORK

A. Identification of Unclaimed Property.

1. The scope of this Contract specifically incorporates all ongoing unclaimed property examinations initiated under the predecessor unclaimed property examination contracts between Kelmar and the State as of the effective date of this Contract, and all future unclaimed property examinations assigned to Kelmar by the State under this Contract. The scope of this Contract shall not include the services identified in the KAPS[®] Master Software License, Maintenance, and Support Agreement dated June 20, 2014, as amended.

2. Kelmar shall conduct unclaimed property examinations and identify unclaimed property from holders that are subject to report and deliver said property under the Delaware Unclaimed Property Law, 12 Del. C. ch. 11 *et. seq.* (the "Delaware Unclaimed Property Law").

3. Kelmar shall notify the State if a holder company files for bankruptcy before or during an approved examination within seven (7) business days of discovery by Kelmar of the bankruptcy filing. In such a case, Kelmar will prepare a proof of claim or provide such information to enable the State to file a proof of claim within seven (7) business days of discovery by Kelmar of the bankruptcy filing.

4. Subject to the Delaware Unclaimed Property Law, the period in which Kelmar shall examine and identify unclaimed property shall consist of the current reporting cycle as of the date of the Final Report of Examination as well as ten (10) prior reporting cycles for which property remains unclaimed and unreported.

5. When conducting examinations on behalf of Delaware, Kelmar shall adhere to the Delaware Unclaimed Property Law.

6. It is understood by the parties that Kelmar shall not commence an examination on behalf of Delaware without first obtaining the State's written consent.

7. The holdings of the U.S. Supreme Court in Western Union Tel Co. v.

Pennsylvania, 368 U.S. 71 (1961); Texas v. New Jersey, 380 U.S. 518 (1965); Pennsylvania v. New York, 408 U.S. 238 (1972); and Delaware v. New York, 507 U.S. 490 (1993), any applicable federal legislation, and applicable Delaware law regarding which state has the right to escheat property shall be followed.

- (a) Where the name and last known address of the apparent owner of unclaimed property according to the books and records of the holder is in the State of Delaware, the unclaimed property shall be deemed to be reportable to the State of Delaware.
- (b) Where the name and last known address of the apparent owner of unclaimed property according to the books and records of the holder is in a foreign country, the unclaimed property shall be deemed reportable to the State of Incorporation.
- (c) If the holder has never maintained records setting forth the name and last known address of the apparent owner of unclaimed property, the property shall be deemed reportable to the State of Incorporation of the holder. An address shall be deemed to mean a description, code, or other indication of location of the apparent owner on the holder's books and records which identifies the state of the last-known address of the apparent owner (or in the case of a life or endowment insurance policy or annuity contract or its proceeds, the address of the insured or annuitant if a person other than the insured or annuitant is entitled to the amount owned under the policy or contract and the address of the other person is not known by the insurance company and cannot be determined under Delaware law). In order to establish priority, a sufficient description or code shall include two of the following three data points, which must not conflict with each other: a City, a State or foreign code, and a postal code. Where no addresses presently exist, but the holder at one time maintained addresses of the apparent owners of unclaimed property, the property shall be deemed reportable to the State of Incorporation of the holder.
- (d) If the above rules do not provide for a case, or the state having the priority claim cannot be determined, Kelmar shall notify the State of such fact if the holder is incorporated in Delaware.
- (f) In the event that the state of priority claim provides for an exemption, deduction, exclusion or otherwise does not choose to assert jurisdiction over the property, the State shall be the state for reporting this property where it is the state of incorporation.

9. If for certain periods the amount of reportable unclaimed property cannot be ascertained due to the lack of sufficient books and records of the holder, projection and estimation techniques may be used to determine the reportable amounts for such periods. If names and addresses exist with respect to the unclaimed property used in the projection and estimation, the names and addresses shall not be used to determine which state has the priority claim to the unclaimed property estimated to be due.

10. The State Escheator shall approve all sampling, projection, and estimation techniques prior use by Kelmar during the course of any assigned unclaimed property examination.

11. At the end of each month, Kelmar shall provide the State with a Work In Progress Report (hereinafter "WIP") of all examinations assigned, setting forth the name of the holders under examination, the FEIN of each holder, the authorization date of the examination by the State, and details on the status of all work performed. The content and format of the WIP report shall be in a form acceptable to the State.

Kelmar shall also provide reports on as needed basis at the request of the State, which reports shall contain all information required by the State. The contract administrator nominated by Kelmar shall consult, either by phone or in person, with the State at least once per quarter to discuss the status of open and pending examinations.

B. Other Services.

Other Services shall include, but not be limited to, consulting and advisory services, research and issue analysis, unclaimed property claims processing, annual processing of incoming reports and related documents from holders (inclusive of data verification, balancing and reconciliation), outreach matching and mailings for annual filings, securities reconciliation services, and/or any other professional services requested of Kelmar by the State, unless otherwise covered by some other service agreement with the State.

C. Demand for Delivery of Unclaimed Property.

1. At the direction of the State, and within thirty (30) calendar days after the property is identified as presumed unclaimed as determined by the State, Kelmar shall create a Final Report of Examination. The State shall issue a Statement of Findings and Request for Payment to the holder for all unclaimed property due and owing to the State as identified in the Final Report of Examination. In the Request for Payment, the State shall direct holders or transfer agents to either deliver all cash, safe deposit contents, securities, and related owner information directly to the State and/or its custodian, or to Kelmar, in trust for the State.

2. All certificates for security shall be registered, if at all possible, in the name of the State. Certificates that cannot be transferred must still be remitted to the State of Delaware in the nominee or original owner's name.

3. The Original Date that certificates are registered in the name of State or credited in book entry form, shall be retained by Kelmar, and shall become a part of all reports relating to such certificates.

D. Report Forms.

1. Kelmar shall adhere to all reporting requirements of the Delaware Unclaimed Property Law.

2. Upon completion of an examination Kelmar shall prepare and submit to the State a Final Report of Examination, via electronic media, pursuant to State specifications. The Final Report of Examination shall accompany an Unclaimed Property Holder Report that complies with the standards established by the National Association of Unclaimed Property Administrators (hereafter referred to as a "NAUPA Report").

3. The results of the examination will be contained in a Final Report of Examination to be provided to the State with respect to each holder examined. The Final Report of Examination shall only be issued after the State has approved the findings; and after the holder has had a reasonable opportunity to respond to the preliminary findings and conduct a final due diligence mailing. The Final Report of Examination will include a detailed summary of all work performed on the examination as well as all findings resulting from the examination including the application of any sampling techniques, and any other information including contested matters not resolved with the holder and the holders position thereon necessary to explain the findings to the State. Upon approval of the Final Report of Examination, the State shall issue a demand for payment.

4. After reconciling the Final Report of Examination with the unclaimed property received by the State (or Kelmar in the event custodial services are performed), Kelmar shall submit (in conjunction with the Holder Reporting Package) a Final Remittance Report. This report details changes from the Final Report of Examination which may occur as a result of remediation efforts by the holder, the issuance of dividends etc., and provides the detail to more thoroughly explain the NAUPA Report.

E. Enforcement.

1. If a holder refuses to subject itself to an examination performed by Kelmar, or is uncooperative in an ongoing examination performed by Kelmar, or refuses to remit funds or securities after demand by the State, then Kelmar will notify the State within thirty (30) days of such occurrence.

2. Kelmar shall not initiate legal action against or enter into an agreement with a holder on behalf of Delaware.

3. Kelmar may inform a holder of Delaware law regarding penalties and interest.

4. Kelmar shall not impose, or threaten to impose, penalties and/or interest.

5. Kelmar shall commence all assigned examinations within thirty (30) days from the date the holder is notified by the State of its intent to examine, identify, and collect unclaimed property, or notify the State as to why the examination has not begun.

6. Kelmar shall complete the identification and reporting of unclaimed property to the State as soon as is practical after commencing the examination.

7. State shall compensate Kelmar for unclaimed property processed under the terms of this Contract even though the State may make its final determination and/or receive the funds, prior to the Final Report of Examination / Statement of Findings and Request for Payment issued pursuant to 12 Del. C. § 1172(c) (2) and 12 Del. C. § 1177, and/or after the expiration of this or any successor contract(s).

F. Compensation.

1. Fees to be paid to Kelmar for all Delaware-assigned general ledger unclaimed property examinations shall be paid by the State on an hourly basis in accordance with the rates set forth in **Exhibit A**.

2. Fees to be paid to Kelmar for all securities-related property shall be paid by the State on a contingency fee basis at a rate of twelve percent (12%) of the amount paid to the State by the holder subject to examination inclusive of any interest paid to the State by the holder. Fees for securities-related property shall be paid to Kelmar based on the sales price per share as set forth in "Section H" below. The fee shall include all past due amounts reported by the holder to the State during the conduct of the examination by Kelmar.

3. Kelmar shall not be entitled to any fees resulting from a particular examination if the State finds that the examination was not performed in a commercially reasonable manner and in good faith and as described in "Article IV - Suspension and Termination".

4. The fees due to Kelmar for "Other" Consulting and Advisory Services as described in Article 1, Section B, shall be paid by the State at the rates set forth in **Exhibit A**.

G. Payment.

1. Kelmar is entitled to payment from the State according to the following methodology:

- (a) With respect to Delaware-assigned general ledger examinations, Kelmar will determine the amount due for work performed on a monthly basis and shall invoice the State for its fee based on the hourly rates set forth at **Exhibit A**.
- (b) With respect to securities-related property, upon receipt of the unclaimed property by the State on a particular examination, the State shall pay Kelmar within thirty (30) days of receipt of the unclaimed property by the State or within thirty (30) days of receipt of Kelmar's invoice, whichever is later.

2. Fees to be paid to Kelmar for "Other" Consulting and Advisory Services as described in Article 1, Section B, shall be at the rates set forth in **Exhibit A**, and shall be payable periodically as incurred.

H. Securities Valuation.

1. Kelmar and the State shall determine the value of securities, at the closing bid price of any security trading on an exchange, on the date the security is received by the State. If the security is traded in the over-the-counter market, then the value will be equal to the bid price as set forth in the pink sheets on the date the security is received by the State (or Kelmar's custodian as the case may be).

2. All securities shall be valued in accordance with generally accepted valuation procedures subject to verification by the State. Kelmar shall submit along with its invoices verifiable documentation supporting the valuation of the securities covered by the invoices.

I. Examination Procedures.

1. The examination of the books and records for unclaimed or unclaimed property, all proposed findings, and the demand and delivery of unclaimed property shall be made pursuant to the laws of Delaware, and in accordance with all Delaware Unclaimed Property Regulations, examination manuals, standards, and policies.

2. Kelmar shall complete the identification and reporting of unclaimed property to the State as soon as is practical after commencing the assigned examination.

J. Cooperation.

The State shall send all examination notices that may be required to each holder naming Kelmar as its duly authorized agent to conduct the assigned examination, and shall assist Kelmar in obtaining access to the holder's records that are necessary to complete the examination.

In addition, the Escheator and/or his/her designee shall cooperate with Kelmar during the performance of the examination including, if necessary, attending the initial meeting and/or opening conference with the holder, and assisting Kelmar in making demand for the delivery of examination records and/or the unclaimed property.

K. Confidentiality.

1. Except as expressly permitted by this Contract or as approved in writing by the State, Kelmar shall not disclose any information it may obtain hereunder from a holder on behalf of the State to any third party, and all such information shall be treated as confidential.

2. Kelmar may, with the written consent of the holder, disclose information it acquires hereunder on behalf of the State to other states in addition to those states choosing to examine the holder using the services of Kelmar, except where prohibited by the Delaware Unclaimed Property Law.

3. Kelmar and its representatives and employees performing services hereunder shall

comply with the confidentiality restrictions set forth in the Delaware Unclaimed Property Law and specifically, 12 Del. C. § 1189. Kelmar shall ensure that all Kelmar representatives performing services under this Contract and who have access to confidential information received on the State's behalf execute the State of Delaware, Department of Finance Unclaimed Property Nondisclosure Statement. Copies of said forms shall be provided to the State Escheator upon request.

L. Data Security.

1. Kelmar shall establish and maintain a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of all state records and other confidential information received on behalf of the State during the performance of the unclaimed property services hereunder (collectively the "State Data"); (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Kelmar, if any, comply with all of the foregoing.

2. On an annual basis Kelmar shall provide the State with a copy of its current Service Organization Control ("SOC") audit report covering the scope of services performed under this Contract. The SOC should provide an opinion on whether Kelmar's descriptions of the controls were implemented and suitably designed; and whether the controls were tested by the independent auditor and were operating effectively. The SOC should also include a review of Kelmar's information security processes as applied to the services performed under this Contract.

3. During the performance of services hereunder, the State, at its own expense, shall have the right to review Kelmar's data privacy and information security program. Upon reasonable notice, the State may also, at its own expense, perform, or cause to be performed, an on-site audit of Kelmar's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Kelmar agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Kelmar's data privacy and information security program. Kelmar also agrees to provide documentation relating to its information security policies and procedures, security records and logs, penetration testing results, and other such materials evidencing compliance with this Section L. All such security information shall be held by the State as confidential.

4. Kelmar shall notify the State as soon as practicable upon becoming aware of any breach in the security and confidentiality of the State's Data. Thereafter, Kelmar shall cooperate with the State in investigating the breach, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State. Kelmar shall also take all reasonable measures to remediate the breach and prevent the reoccurrence of any such incident.

**Article II
TIME OF PERFORMANCE**

This Contract shall take effect upon its execution by all Parties, and remain in effect for a period of three (3) years, or until the work described in Article I: Scope of Work, is completed and Kelmar is paid in accordance with Article I: Section F – Compensation, or until terminated as provided in Article IV: Suspension and Termination Provisions, whichever is sooner.

On or before the expiration of the time of performance of December 31, 2022, the parties, by mutual consent, may extend the time of performance of the Contract under the same terms and conditions for an additional three (3) year period, or until the work described in Article I: Scope of Work, is completed and Kelmar is paid in accordance with Article I: Section F – Compensation, or until terminated as provided in Article IV: Suspension and Termination Provisions, whichever is sooner.

If an examination, as described in Article I, Section A, extends beyond the time of performance set forth hereunder then, at the conclusion of the examination, Kelmar shall be compensated according to the terms and conditions of this Contract.

**Article III
AMENDMENT**

This Contract may be amended by either party, but only if such amendment is in writing and executed by both parties.

**Article IV
SUSPENSION AND TERMINATION**

This Contract shall be effective from the date of execution until December 31, 2022, unless sooner terminated by either party or extended pursuant to the terms of Article II above. If extended, the Contract shall terminate on December 31, 2025, unless sooner terminated by either party.

This Contract may be terminated without cause by either party prior to its expiration date set forth above upon ninety (90) days written notice to the other party. The Contract may be immediately terminated by the State for cause by written notice to Kelmar. Kelmar agrees that no examinations will be commenced on behalf of State once notice of termination has been received.

Notwithstanding any provision of the Contract to the contrary, the parties acknowledge and agree that the validity and enforcement of this Contract is subject to appropriations by the General Assembly of the State of the funds necessary for contract performance. Should such funds not be so appropriated, the State may immediately terminate this Contract; and absent such action, this Contract shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available. Such termination shall take effect at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

This Contract shall terminate and the State's obligations under it shall be extinguished at the end of the fiscal year in which the General Assembly of the State fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

**Article V
CUSTODIAN OF RECORDS**

1. Kelmar is the custodian of records for the work performed under this Contract. Kelmar may maintain such records in either electronic or paper format.
2. All records for services performed hereunder shall be maintained by Kelmar for a period of five (5) years after the end of this Contract; provided, however, Kelmar shall maintain examination records received from a holder for five (5) years after the conclusion of the examination, or any litigation or appeal resulting therefrom, at which time said records shall be destroyed.
3. The State shall have reasonable access to all records related to the performance of this Contract.

**Article VI
CHOICE OF LAW**

1. This Contract shall be governed by the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof. Kelmar consents to jurisdiction of all disputes hereunder in the courts of the State.
2. Kelmar shall comply with all federal, state, and local laws applicable to the performance of this Contract.

**Article VII
INDEMNITY**

Kelmar shall indemnify the State, its officers, agents, employees, and members from all liability arising out of the actions of Kelmar and any of its subcontractors, agents, employees, or representatives during the performance of this Contract.

**Article VIII
SEVERABILITY**

If any term or condition of this Contract is declared invalid by a court of law, the validity of the remaining terms and conditions shall not be affected.

**Article IX
WAIVER**

The failure of the State to enforce any provision of this Contract shall not constitute a waiver by the State of that or any other provision.

**Article X
NON-EXCLUSIVE CONTRACT**

The State and Kelmar may contract with other parties and entities to ensure compliance with the Delaware Unclaimed Property Law, or to provide consulting and related services to other government agencies as the case may be.

Nothing in this provision shall be construed to allow Kelmar to subcontract any examination services conducted on behalf of State.

**Article XI
INSURANCE**

A. Insurance.

1. Required Coverage: Kelmar shall maintain the following insurance during the term of this Contract:

- (a) Worker's Compensation and Employer's Liability Insurance Liability Insurance in accordance with applicable law, and
- (b) Comprehensive General Liability - \$1,000,000.00 per person / \$3,000,000 per occurrence, and
- (c) Professional Liability - \$1,000,000.00 per person / \$3,000,000 per occurrence; or
- (d) Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- (e) Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

2. Kelmar shall provide thirty (30) days written notice of cancellation or material change of any policies.

3. Prior to performing services under this Contract, Kelmar shall provide the State

with copies of its Certificate of Insurance and/or copies of the insurance policies.

4. In no event shall the State of Delaware be named as an additional insured on any policy required under this Contract.

**Article XII
INTEGRATION**

This Contract and predecessor contracts where integrated by reference, is fully integrated, and as such, constitutes the entire understanding of the parties. Both parties agree that there is no other understanding or agreement that the terms expressly stated or through the documents incorporated by reference herein. This Contract may only be modified by another writing signed by both parties.

**Article XIII
CORRESPONDENCE**

A. Correspondence to the State should be addressed to:

Brenda Mayrack, State Escheator
Delaware Department of Finance
Office of Unclaimed Property
820 North French Street
Wilmington, DE 19801-3509

B. Correspondence to Kelmar should be addressed to:

David P. Kennedy, General Counsel
Kelmar Associates, LLC
500 Edgewater Drive, Suite 525
Wakefield, MA 01880

**Article XIV
RESTRICTION ON HIRING**

Pursuant to Section 1178 of the Delaware Unclaimed Property Law, Kelmar acknowledges and agrees that as a condition to entering this Contract, Kelmar shall not hire, retain, or compensate in any way any employee of the Division of Revenue or the Department of Finance who functions in a senior supervisory role related to unclaimed property, including the Secretary of Finance, a Deputy Secretary of Finance, the State Escheator, or Audit Manager, for a period of two (2) years from the time such employee leaves the employ of the State.

Article XV
COUNTERPARTS AS ORIGINALS

This Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same contract. A signed copy of this Contract delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

IN WITNESS WHEREOF, each of the Parties hereto has caused this Unclaimed Property Contract to be executed in its name on its behalf by a duly authorized officer signed below:

State of Delaware

Kelmar Associates, LLC

By: Richard J. Geisenberger
Name: Richard J. Geisenberger
Title: Secretary of Finance
Date: December 31, 2019

By: David P. Kennedy
Name: David P. Kennedy
Title: General Counsel / Member
Date: December 31, 2019

**Exhibit A
FEE SCHEDULE**

General Ledger Examination and Other Services

All Delaware authorized general ledger unclaimed property examinations shall be invoiced to the State in accordance with the following rates:

SERVICE DESCRIPTION	APPLICABLE FEE
GL Examination Services – Executive & Specialty Consulting	\$495.00 per hour
GL Examination Services – Management	\$350.00 per hour
GL Examination Services – Professional (Non-Management)	\$225.00 per hour
GL Examination Services – Data Entry	\$50.00 per hour

The above hourly rates shall also apply to “Other Services” as described in Article 1, Subsection B; provided, however, in light of the variable nature of consulting services, Kelmar shall provide the following “Other Services” at the discounted rates identified below:

SERVICE PERFORMED	APPLICABLE FEE
Unclaimed Property Claims Processing Services	\$50.00 per hour
Unclaimed Property Holder Report Processing	\$50.00 per hour
Securities Reconciliation Services	\$50.00 per hour
Owner Outreach inclusive of data research and verifications, mailings, mailing management, and quality control	\$100.00 per hour (in addition to the costs of printing and mailing to be billed at cost)

Volume Discount

If, during the course of a year period, the amounts billable by Kelmar to the State under the Contract exceed a total of seven million five-hundred thousand dollars (\$7,500,000), then, for the remainder of that year period, Kelmar shall apply a discount of ten percent (10%) on each invoice issued thereafter to the State for invoices totaling up to eleven million dollars (\$11,000,000). If, during the same year period, the amounts billable by Kelmar to the State under the Contract exceed a total of eleven million dollars (\$11,000,000), then, for the remainder of that year period under the Contract, the discounted rate shall increase from ten percent (10%) to twenty percent (20%) for each invoice issued thereafter.

The above volume discount shall only apply until the end of the then current year period (i.e. through December 31st), and shall be applied thereafter when the billables under the next year period exceed the thresholds above for the then current year period.