**Exhibit 1**

1. **Locating, Examining, Processing, and Collecting Unclaimed Property from Holders**
   1. The Supplier(s) shall locate, examine, collect, and process unclaimed property from Holders that are subject to reporting and delivery of unclaimed property pursuant to the Oklahoma Uniform Unclaimed Property Act, 60 § 651 et seq. and the rules established in the Oklahoma Administrative Code Title 735 Chapter 80. According to the Oklahoma Uniform Unclaimed Property Act, O.S. 60 § 651-7.,
   2. Prior to commencing their review, the Supplier(s) is obligated to notify OST of any actual or potential conflict of interest with a Holder. OST will approve the Holders to be reviewed for compliance by the Supplier(s). OST will decide whether participation in the planned review is in the best interest of the State and provide the authorization to proceed.
2. **Processing of Unclaimed Property**
   1. The Supplier(s) is/are responsible for reviewing the records of Holders of unclaimed property to determine if all types of property have been accurately and completely reported and remitted to the State pursuant to the Oklahoma Uniform Unclaimed Property Act**.** OST shall only pay the fees of the Supplier if the property is reportable and remitted to the State of Oklahoma. The following determines if the property is reportable to the State of Oklahoma:
   2. Holder’s records indicate last known address of unclaimed property owner is located within the State of Oklahoma, or
   3. If name and/or last known address of unclaimed property owner is not indicated in the Holder’s records and the Holder is organized or domiciled in the State of Oklahoma.
   4. The Supplier(s) shall process the records in compliance with Oklahoma law, any applicable judicial rulings and any advisory opinions of OST. It is expected the Supplier will act independently of the State’s staff. If a Supplier anticipates utilizing the assistance of the OST’s or the State’s staff in completing its contract with the State an estimate of OST or the State staff time to be utilized shall be included in a Supplier’s response to the RFP, along with a description of the services to be provided by OST or State staff. The Supplier will be bound by this estimate and description.
   5. **Reporting**

The Supplier(s) is responsible for processing the information obtained from the Holders’ records into a report and for requesting delivery of the property. A complete report with Owner and Holder information is required with the remittance. .

* + 1. The report must include:

the Holder’s name;

the Holder’s address;

a Holder contact, familiar with the records processed and the property transferred;

the Federal Employer Identification Number of the Holder;

the Owners’ names;

the Owners’ last known addresses

the Owners’ Social Security Numbers or Federal Tax Identification Numbers;

the types of property;

the amount of the property;

the amount of any service charges deducted;

the CUSIP number, and certificate numbers if applicable, for any securities;

a description of any securities, including maturity dates, interest rates, and interest or dividends due, if applicable;

the date of the last transaction with the Owner with respect to the property;

a legal description in the case of royalties or other mineral interests; and

any other information required by Oklahoma law.

* + 1. The Supplier(s) will be required to report all unclaimed property information electronically using The National Association of Unclaimed Property Administrators (NAUPA) format.
    2. Once the Supplier(s) has completed the examination of a Holder, the Supplier will encourage a regular pattern of reporting and delivery of unclaimed property directly to OST by the Holders in subsequent years. If the Supplier has reason to believe additional examination procedures, subsequent work, etc. may be necessary; the Supplier must contact OST to review any additional proposed procedures to be performed. OST and the Supplier must agree on the proposed procedures for additional fees to be paid to the Supplier.

1. **Confidentiality of Information**

# Except as otherwise allowed, all information received by the Supplier(s) concerning Holders, Owners, or other matters pursuant to this Agreement, which shall be kept confidential in accordance with Oklahoma law, shall be maintained in confidence. The Supplier(s) may disclose information it acquires in connection with its examinations of Holders to other states that have entered into similar agreements with the Supplier(s), pursuant to a plan whereby OST similarly benefits from such reciprocal disclosures.

1. **Due Diligence**
   1. The Supplier(s) is responsible for obtaining and forwarding to OST, a confirmation from each Holder that the due diligence requirements outlined in the Oklahoma Uniform Unclaimed Property Act have been performed. Before collecting such property from the Holder, the Supplier(s) is responsible for verifying each Holder’s compliance with such provisions for notifying Owners of their property.
   2. Supplier shall furnish letter to Holder describing legal duty of reporting all future and previously unreported unclaimed property to the OST as well as the required due diligence duty on behalf of Owners of such property. Supplier will then furnish a copy of this letter to OST.
   3. The Supplier(s) shall notify OST if they are unable to obtain such a confirmation or verify the Holder’s compliance. If a Holder has failed to perform due diligence and if, within two (2) years of OST’s receipt of the Unclaimed Property Report, the Owner is located at the last known address as shown on the records of the Holder and reported to OST, the Supplier(s) shall refund its fees in connection with the property reported by the Supplier(s) and claimed by the Owner, upon written notice from OST. Such written notice shall include a copy of the claim paid by OST.
2. **Receiving/Securing/Remitting Unclaimed Property**

# Subsequent to the processing of the Holder’s records, reporting and the request for delivery, the Supplier(s) will be responsible for receiving and securing the property delivered by the Holder. Securities must be transferred into the proper registration name for each type of security according to security instructions (re: See Exhibit 3). All funds and other property must be delivered to OST by overnight express mail, freight prepaid. The Supplier(s) will remit all property to OST, or its designee, within thirty (30) calendar days of receipt from the Holder.

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1. **Consultation**

# The Supplier(s) must provide written notice to, and consult with, OST regarding a Holder’s refusal to provide full and complete access to records, the inability of the Supplier(s) to process incomplete, invalid or inaccurate records, questions regarding OST’s priority to a claim, or any other issues of law or policy concerning the processing of records, reporting and delivery of unclaimed property.

1. **Progress Reporting**

# The Supplier(s) is responsible for providing OST a monthly progress report by the 20th day of the following month. The report will include all Holders’ records to be processed, all Holders’ records currently being processed, reports in process, property requested, property in reconciliation and property pending delivery.

1. **Processing Fees**

OST shall pay the Supplier(s) a processing fee. This fee is intended to cover all costs associated with the services to be provided. The fee shall be a percentage, as accepted by OST and bid by the Supplier(s), of the value of the unclaimed property paid or delivered to OST, or its designee, based upon the following valuation, limitations and penalties.

* 1. Valuation
     1. Cash value.
     2. If the unclaimed property delivered is a security, the value of the security shall be determined by the closing response price on the applicable stock exchange on the date of delivery to OST, or its designee.
     3. If the unclaimed property delivered is an unlisted security or other personal property without a listed value, its value shall be determined by the generally accepted valuation method applicable to such property.
  2. Submitted Processing Fees

All submissions of examination reports containing security valuations shall include:

Issue Name

Amount of Shares

CUSIP

Share Price

Date Priced

Total Share Value

Prior to collection of a processing fee, the Supplier(s) shall furnish OST with a detailed description of all prior exams conducted by the Supplier on each Holder.

* 1. Limitations
     1. Fees include all custodial and other incidental expenses, travel expenses, per diem or miscellaneous expenses incurred by the Supplier(s).
     2. The Supplier(s) shall not charge a fee to OST for filing a Holder report, remitting property or reporting property in circumstances where the Supplier(s) or an affiliate of the Supplier(s) has a separate agreement to process a particular Holder’s unclaimed property report for the category of property to be examined.
     3. In order to preserve and not interrupt the reporting relationship OST currently enjoys with the various Holders, the processing fee shall not be applicable to the categories of property which the Holder has been regularly reporting to OST.
  2. Penalties
     1. The maximum allowable fee is the percentage response by the Supplier(s) and accepted by the State and is applicable when the Supplier(s) submits examination reports, funds, securities and other personal property within thirty (30) calendar days after receipt of funds by the Supplier(s). According to the Oklahoma Uniform Unclaimed Property Act, O.S. 60 § 668.1 B, the allowable reasonable fees are not to exceed fifteen percent (15%) of the delivered funds to a person, firm, or corporation contracting with the State Treasurer providing information leading to the delivery of unclaimed property held by a Holder to the State Treasurer. Such fee payment shall not be made until the funds have been deposited with the State Treasurer.
     2. If OST finds that an overpayment has been made to the Supplier, OST may adjust any subsequent payments to the Supplier to correct the overpayment.
     3. OST may withhold a part or all of a final payment of a fee(s) until the termination or expiration of this contract is settled, to assure compliance with all the terms of the contract.
     4. The maximum allowable fee as noted above, will be subject to a one-third or thirty-three percent (33%) reduction when the Supplier(s) submits examination reports, funds, securities and other personal property more than thirty (30) but within sixty (60) calendar days after receipt of funds by the successful Supplier(s).
     5. The maximum allowable fee as noted above, will be subject to a two-thirds or sixty-six and seven/tenths percent (66.7%) reduction when the Supplier(s) submits examination reports, funds, securities and other personal property more than sixty (60) but within ninety (90) calendar days after receipt of funds by the successful Supplier(s).
     6. The maximum allowable fee as noted above will be subject to forfeiture when the Supplier(s) submits examination reports, funds, securities, and other personal property after ninety (90) calendar days after receipt of funds by the Supplier(s). OST reserves the right to require the Supplier(s) to submit all funds immediately after ninety (90) calendar days and OST may assess interest and penalties to the Supplier(s) based upon the amount of funds or value of securities and other personal property in accordance with the provisions for interest and penalties in the Oklahoma Uniform Unclaimed Property Act.
     7. OST and the Supplier(s) acknowledge that the reconciliation and timely disbursement of property may be delayed as a result of a dispute with respect to the delivery, Ownership, right of possession and/or disposition of property. Delivery requirements may be suspended at the discretion of OST pending the resolution of said disputes or as otherwise requested by OST. The Supplier shall notify OST of any such disputes within thirty (30) days of receipt of funds by the Supplier(s).

1. **Prime Supplier (Financial) Responsibilities**

The Supplier will assume total responsibility for the product and services offered in the response whether they directly provide the product or services, or utilize a third party. The Supplier will be required to disclose any relationships it may have with respect to any products or services the Supplier proposes to provide through a third party or jointly with a third party. The Supplier must state whether a given service or product will be provided by the Supplier or by contractual arrangement with a third party. If such a relationship exists, list which products or services will be furnished in that manner, and with whom. The Treasurer reserves the right to determine, at his sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest and whether it may reflect negatively on the Treasurer’s selection of a Supplier. The Treasurer reserves the right to determine, at his discretion, whether this conflict of interest is a basis for rejection of an Offeror’s response.

1. **Security Instructions**

# All securities should be remitted electronically to OST’s Custodian. OST does not accept securities that have no apparent market value or have been deemed or declared worthless. Before delivering securities electronically, a list of the securities will be sent to OST’s Custodian either by fax or by email. See Exhibit 3 for further instructions.

* 1. **Fiduciary Responsibility**

The contract with the successful Supplier shall include an acknowledgement by the Supplier that all monies collected pursuant to the agreement are held in trust for the benefit of the State of Oklahoma and the Supplier owes the State a fiduciary responsibility with regard to such monies.

* 1. **Care of State Property**

The Supplier shall be responsible for the proper care and custody of any personal property owned by the State and furnished to the Supplier in connection with the performance of this contract, and the Supplier will reimburse the State for such property’s loss or damage caused by Supplier.