**GENERAL SERVICES AGREEMENT**

This General Services Agreement (“Agreement”), which is entered into effective June 1, 2021 (“Effective Date”), is by and between **Kemper Corporate Services, Inc**, an Illinois corporation (“Service Provider”) and **The Kemper Foundation**, an Illinois not-for-profit corporation (“Foundation”).

WHEREAS, the Service Provider currently provides investment adviser services to the Foundation pursuant to a separate Amended and Restated Investment Advisory Agreement, and;

WHEREAS, the parties desire to enter into this Agreement to set forth the terms and conditions upon which the Service Provider will provide certain additional services to the Foundation.

NOW, THEREFORE, in consideration of the covenants contained herein, it is mutually agreed between the parties as follows:

**SECTION I. TERM & TERMINATION**

This Agreement shall remain in force until terminated by either party at the end of any calendar quarter upon not less than sixty (60) days prior written notice to the other party.

**SECTION II.** **General CORPORATE Services Provided to Foundation**

1. Service Types. Commencing on the Effective Date and until the termination of this Agreement,

Service Provider shall provide the following general corporate services (“Corporate Services”) to the Foundation (to the extent applicable):

* 1. Program Management Services, including but not limited to, management of Foundation programs and operations.
	2. Accounting and Financial Services, including, but not limited to, financial accounting and reporting; internal audit including field audit; investment accounting; loss reserving and actuarial reports and opinions; tax accounting and tax advice; and tax return preparation.
	3. Accounts Payable and Administrative Services, including, but not limited to, payroll processing and administration; purchasing and accounts payable; accounts receivable; licensing; regulatory and bureau reporting; real estate and facility management; automobile fleet management; and maintenance of financial systems.
	4. Cash Management and Financial Planning Services, including, but not limited to, cash management and bank relations; corporate development; capital project review and evaluation; and financial planning and analysis of results of operations.
	5. Human Resource Services, including, but not limited to, administration of post-retirement life and medical benefits; benefit plan maintenance, reporting and support; and human resource management (including recruitment, training and salary and performance administration).
	6. Legal and Risk Management Services, including, but not limited to, corporate secretarial functions; legal support and advice; and risk management.
	7. Miscellaneous Services, including, but not limited to, branding; communications; and media relations.

**SECTION III.**  **Computer and Information Technology Services Provided to foundation**

1. Data Processing and Other Systems-Related Services.
2. Service Provider will provide computer data processing and other information technology services (“IT Services”) to the Foundation using such of the following components (“Systems”) as Service Provider may from time to time maintain at any facilities of its own or of its subsidiaries, affiliates or contractors:
3. mainframe, midrange and minicomputer and other central processors and controllers;
4. data storage devices, cartridge and tape drives;
5. MVS, UNIX and other operating system software;
6. database management software (exclusive of applications running under such software);
7. CICS and other transaction processing software;
8. groupware, middleware, and network software;
9. routers and other network and telecommunications equipment and lines located at its data center facilities; and
10. internet and intranet access software and systems.
11. The Foundation, or Service Provider at their option, shall supply terminals, personal computers, workstations, monitors, modems, printers and other equipment necessary to use the Systems (“Foundation Equipment”).
12. To the extent technically possible, the Foundation may run batch processing jobs on the Systems, as well as real time operations. Service Provider will supply personnel for computer operations, network operations, network security, consulting services, general Systems support and consultation, and any other services deemed necessary for the efficient operation of Service Provider’s provision of the IT Services; provided, however, that the Foundation shall otherwise be responsible for performing its own operations with and on the Systems. The Foundation may access the Systems during hours published by Service Provider, which hours may be changed by Service Provider from time to time at its discretion. Service Provider will cooperate to the extent reasonably practicable in requests for use of the Systems outside of such hours.
13. Service Provider shall have sole responsibility for maintaining the Systems. The Foundation, or Service Provider at its option, shall have responsibility for maintaining the Foundation Equipment. The Foundation shall also have sole responsibility for selecting its applications software (provided that it first consults with Service Provider to determine the compatibility of such software with the Systems), and for loading it on the Systems, maintaining, debugging, modifying and otherwise using such software.
14. The Foundation shall access the Systems using policies and procedures created by Service Provider. The Foundation shall be responsible for conforming to each of Service Provider’s published policies.
15. Service Provider shall perform regular backups of the Systems. Service Provider agrees to cooperate and assist the Foundation in backing up whatever applications software and data that the Foundation may have on the Systems; provided that the Foundation shall remain solely responsible for determining the application software and data to be backed up, the frequency of such backups and the verification of such backups.
16. Equipment and Software Acquisitions.
17. Equipment. Service Provider may, from time to time at the Foundation’s request, purchase, lease, license or otherwise acquire computer hardware and equipment (“Equipment”) on behalf of the Foundation. Such Equipment shall be installed at a facility of Service Provider or of its subsidiaries or affiliates, the Foundation or contractors, or at any other location within the United States that the Foundation may request. For purposes of this Agreement, Equipment shall include, but not be limited to, mainframe computers, midrange computers, minicomputers, personal computers, computer workstations, data storage devices, drives, tapes, cartridges, laser disk devices, “juke boxes,” monitors, printers, plotters, modems, multiplexers, telecommunications devices, scanners, imaging systems, local and wide area network equipment, as well as cables, connectors, chips, cards, boards and any operating system software or utilities relating to any of the foregoing.
18. Software. Service Provider shall, from time to time at the Foundation’s request, license or otherwise acquire computer software (“Software”) for usage by the Foundation. The license for such Software and any ancillary agreements thereto may contain such reasonable terms and conditions as may be satisfactory to Service Provider and the Foundation including, without limitation, terms and conditions relating to:
	1. the cost, duration and type of license;
	2. transferability of the license;
	3. vendor warranties and indemnities;
	4. maintenance and support obligations of the vendor;
	5. options, discounts or credits on future licenses by the Foundation, Service Provider or any of their affiliates;
	6. acquisition of Software on an evaluation or “beta test” basis; or
	7. the right of the licensee to obtain source code upon events of default by the vendor (commonly known as “source code escrows”).

The licensee under any such license may, at Service Provider’s discretion, belong to Service Provider, the Foundation, or an affiliate; provided that the Foundation acquires necessary usage rights. The license of any such Software may provide for the use of such Software by any affiliate of Service Provider or the Foundation or the right of any such entities to license or acquire additional copies of such Software so long as the Foundation’s usage rights are not impeded.

1. Consulting and Other Services. From time to time at the Foundation’s request, Service Provider may provide information technology consulting and related services to the Foundation through its or its affiliates’ data center employees and other technical personnel, subject in all cases to the availability of personnel. Such services shall include, but not be limited to:
2. pre-acquisition evaluation of Equipment or Software;
3. negotiation or advice concerning the terms and conditions of proposed acquisitions of Equipment or Software;
4. implementation and/or installation of Equipment or Software;
5. advice or assistance in the use, maintenance, enhancement, reconfiguration or replacement of Equipment or Software;
6. advice and assistance relative to network, data and systems security issues; and
7. advice and assistance with disaster recovery capabilities.

**SECTION IV. FEES**

Service Provider shall not charge the Foundation any fees for, nor will the Foundation pay any compensation to Service Provider for, any services provided pursuant to this agreement.

**SECTION V. General Provisions**

1. This Agreement is not intended to supersede or replace the policy making. decisions of or the supervisory responsibilities of the Foundation’s Board of Trustees of, nor is it intended that substantial control of the Foundation or of any of the powers vested in the Board of Trustees thereof are to be transferred to Service Provider as a result of this Agreement.
2. The Foundation agrees that any of the services to be performed by Service Provider hereunder may be subcontracted or outsourced to another affiliate of Service Provider or to a third party contractor, provided that Service Provider shall remain primarily liable for performance of the services. For purposes of this Agreement, an “affiliate” of Service Provider shall mean any corporation or other person or entity controlling, controlled by or under common control with, Service Provider.
3. Service Provider and the Foundation agree that any confidential and/or sensitive data will be handled in accordance with the applicable federal and state law, regulatory and internal confidentiality guidelines.
4. The Foundation shall have ownership and custody of the books, accounts and records pertaining to the services provided by Service Provider. KCS and the Foundation shall maintain their records to clearly and accurately disclose the nature and details of the services. Such books, accounts and records will be made available upon request to the applicable Commissioner or Director of Insurance or their designees. Any books, accounts and records established and maintained by Service Provider by reason of its performance under this Agreement, which absent this Agreement would have been held by the Foundation, shall be deemed the property of the Foundation and shall be subject to examination by the Foundation and its authorized representatives at all times and shall be delivered to the Foundation upon request. Any such books, accounts and records shall be promptly transferred to the Foundation upon the termination of this Agreement
5. Service Provider shall indemnify and hold the Foundation harmless from and against all damages, judgments, settlements, costs and expenses that arise out of or result from Service Provider’s negligence or willful misconduct in providing any of the services contemplated by this Agreement.
6. Notwithstanding any other provisions of this Agreement, the Foundation shall have ultimate control and responsibility for all functions that it has delegated under this Agreement and shall retain ownership and control of its general corporate accounts and records. The Foundation shall monitor the services provided under this Agreement annually for quality assurance.
7. This Agreement may be amended from time to time by a written instrument executed by the parties hereto. This Agreement shall not be assigned.
8. Service Provider and the Foundation agree that the terms of this Agreement are fair and reasonable and embody the entire understanding between the parties.
9. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulations, that provision shall not apply to and shall be omitted to the extent so contrary, prohibited or invalid, but the remainder of the Agreement shall not be invalidated and shall be given full force and effect insofar as possible.

L. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State

of Illinois, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date.

|  |  |
| --- | --- |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  | Kemper Corporate Services, Inc. By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title:  |
|  |  |
|  | The kemper foundation By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title:  |
|  |  |
|  |  |
|  |  |
|  |  |