



The Agreement to furnish certain goods and services described herein and in the documents referenced herein (“Goods and/or Services”) is made by and between The Regents of the University of California, a California public corporation (“UC”) on behalf of the University of California and Weichert Workforce Mobility Inc. (“Supplier”). This Agreement is binding only if it is negotiated and executed by an authorized representative with the proper delegation of authority.

Whereas, as of the effective date of this Agreement, UC is a member of an association of companies which have formed a consortium for certain business purposes (the “Consortium”) pursuant to a separate agreement with OMNIA Partners, Inc. (“OMNIA”), the governing entity of such Consortium; and

Whereas, Supplier has entered into a separate agreement (the “Master Purchasing Agreement”) with OMNIA in which Supplier has agreed to offer certain pricing and service terms to each member of the Consortium; and

Whereas, Supplier agrees to provide certain relocation services for the purpose of assisting companies relocating employees to UC upon the negotiated terms and pricing provided herein.

1. Statement of Work

Supplier agrees to perform the Services listed in the statement of work attached as Attachment A (“Statement of Work”) and any other documents referenced in the Incorporated Documents section herein, at the prices set forth in the Statement of Work and any other documents referenced in the Incorporated Documents section herein. Unless otherwise provided in the Agreement, UC will not be obligated to purchase a minimum amount of Goods and/or Services from Supplier.

2. Term of Agreement/Termination

- a) The initial term of the Agreement will be from **February 15, 2021** through **February 14, 2026** (Initial Term) and is subject to earlier termination as provided below. UC may renew the Agreement for **five** successive **1-year** periods (each, a Renewal Term), by providing Supplier with at least **30** calendar days’ written notice before the end of the Initial Term or any Renewal Term.
- b) UC may terminate the Agreement for convenience by giving Supplier at least **90** calendar days' written notice.
- c) UC or Supplier may terminate the Agreement for cause by giving the other party at least **15** days' notice to cure a breach of the Agreement (Cure Period). If the breaching party fails to cure the breach within the Cure Period, the non-breaching party may immediately terminate the Agreement.
- d) Supplier reserves the right to not commence providing Services related to any Initiation requests from UC that are received by Supplier at any time during, and prior to the expiration of, the Cure Period.
- e) Upon termination of this Agreement: (i) Supplier shall be permitted to complete the Services which were Initiated by UC and commenced by Supplier at any time prior to the expiration of: (a) the above-stated Term; or, (b) the Cure Period; and, (ii) UC shall pay all Service Fees and reimburse all Direct Costs related to the completion of such Services. In the event of termination in accordance with this Paragraph, the parties shall cooperate with each other as to the disposition of all outstanding Initiations.

3. Purchase Order; Advance Payments

Unless otherwise provided in the Agreement, Supplier may not begin providing Goods and/or Services until UC approves a Purchase Order for the Goods and/or Services.

4. Pricing, Invoicing Method, and Settlement Method and Terms

Refer to Statement of Work or Purchase Order for Pricing.

For systemwide agreements, each UC Location will work with Supplier to determine the Invoicing Method and Payment Options that will apply, taking into account the operational capabilities of Supplier and the UC Location. In the case of systemwide agreements, each UC Location will specify these terms in a Statement of Work or Purchase Order, as the case may be.

Invoicing Method

All invoices must clearly indicate the following information:

- California sales tax as a separate line item;
- Shipping costs as a separate line item;
- UC Purchase Order or Release Number;
- Description
- Net cost of each item;
- Any pay/earned/dynamic discount;
- Reference to original order number for all credit memos issued;

Supplier will submit invoices following the designated invoice method directly to UC Accounts Payable Departments at each UC Location, unless UC notifies the Supplier otherwise by amendment to the Agreement.

5. Notices

As provided in the UC Terms and Conditions of Purchase, notices may be given by email, which will be considered legal notice only if such communications include the following text in the Subject field: FORMAL LEGAL NOTICE – [insert, as the case may be, Weichert Workforce Mobility or University of California]. If a physical format notice is required, it must be sent by overnight delivery or by certified mail with return receipt requested, at the addresses specified below.

To UC:

Name	Matt Hissom
Phone	(213) 453-0555
Email	Matthew.hissom@ucop.edu
Address	10920 Wilshire Blvd., Suite 650
	Los Angeles, CA 90024

To Supplier:

Name	Stephen S. Jones, Esq.
Phone	973- 656-3352
Email	legalrequestqueries@weichertwm.com
Address	1625 Route 10
	Morris Plains, NJ 07950

6. Intellectual Property, Copyright and Patents

The Goods and/or Services involve Work Made for Hire

The Goods and/or Services **do not** involve Work Made for Hire

7. Patient Protection and Affordable Care Act (PPACA)

Because the Services involve temporary or supplementary staffing, they are subject to the PPACA warranties in the T&Cs.

The Services do not involve temporary or supplementary staffing, and they are not subject to the PPACA warranties in the T&Cs.

8. Prevailing Wages

Supplier is not required to pay prevailing wages when providing the Services.

9. Restriction Relating to Consulting Services or Similar Contracts – Follow-on Contracts

Please note a Supplier that is awarded a consulting services or similar contract cannot later submit a bid or be considered for any work “required, suggested, or otherwise deemed appropriate” as the end product of the Services (see Public Contract Code Section 10515).

10. Insurance

Deliver the PDF version of the Certificate of Insurance to UC’s Buyer, by email with the following text in the Subject field:
CERTIFICATE OF INSURANCE – **Weichert Workforce Mobility Inc.**

11. Records about Individuals

Records created pursuant to the Agreement that contain personal information about individuals (including statements made by or about individuals) may become subject to the California Information Practices Act of 1977, which includes a right of access by the subject individual. While ownership of confidential or personal information about individuals is subject to negotiated agreement between UC and Supplier, records will normally become UC’s property, and subject to state law and

UC policies governing privacy and access to files. When collecting the information, Supplier must inform the individual that the record is being made, and the purpose of the record. Use of recording devices in discussions with employees is permitted only as specified in the Statement of Work.

12. Amendments to UC Terms and Conditions of Purchase

The UC Terms and Conditions of Purchase, dated 2/27/20, are hereby amended as follows:

Article 1

Article is hereby amended to read as follows:

The equipment, materials, or supplies (“Goods”) and/or services (“Services”) furnished by Supplier (together, the “goods and Services”) and covered by the UC Purchase Order (“PO”) and/or other agreement (which, when combined with these Terms and Conditions and any other documents incorporated by reference, will constitute the “Agreement”) are governed by the terms and conditions set forth herein. As used herein, the term “Supplier” includes Supplier and its sub-suppliers at any tier. As used herein, “UC” refers to The Regents of the University of California, a corporation described in California Constitution Art. IX, Sec. 9, on behalf of the UC Locations identified in the Agreement and/or the PO. UC and Supplier individually will be referred to as “Party” and collectively as “Parties.” Any defined terms not defined in these Terms and Conditions of Purchase will have the meaning ascribed to such term in any of the other documents incorporated in and constituting the Agreement. No other terms or conditions will be binding upon the Parties unless accepted by them in writing. The performance of all or any portion of the Services, covered by the Agreement, will constitute Supplier’s unqualified acceptance of all of the Agreement’s terms and conditions. The terms of any proposal referred to in the Agreement are included and made a part of the Agreement only to the extent the proposal specifies the Services ordered, the price (“Service Fees” as defined in the Attachment for such Services) therefor, and then only to the extent that such terms are consistent with the terms and conditions of the Agreement.

Article 2

Section D is hereby amended to read as follows:

UC may by written notice terminate the Agreement for Supplier’s breach of the Agreement, in whole or in part, at any time , if Supplier refuses or fails to comply with the provisions of the Agreement, or so fails to make progress as to endanger performance and does not cure such failure within five (5) business days, or fails to supply the Goods and/or Services within the time specified or any written extension thereof. . In such event, UC may purchase or otherwise secure Goods and/or Services

Article 3

Article is hereby amended to read as follows:

Pricing is set forth in the Agreement or Purchase Order, and the amount UC is charged and responsible for shall not exceed the amount specified in the Agreement unless UC has given prior written approval. Supplier will use the invoicing method and payment settlement method as identified in the Purchase Order. UC will pay Supplier, upon submission of acceptable invoices, for Goods and/or Services provided and accepted. Invoices must be itemized and reference the Agreement or Purchase Order number. UC will not pay shipping, packaging or handling expenses, unless specified in the Agreement or Purchase Order. Unless otherwise provided, and only to the degree as may be applicable in the context of Services provided by Supplier hereunder, freight is to be FOB destination. Any of Supplier’s expenses that UC agrees to reimburse will be reimbursed under UC’s Travel Policy, which may be found at <http://www.ucop.edu/central-travel-management/resources/index.html>. Where applicable, Supplier will pay all

taxes imposed on Supplier in connection with its performance under the Agreement, including any federal, state and local income, sales, use, excise and other taxes or assessments. Notwithstanding any other provision to the contrary, UC will not be responsible for any fees, interest or surcharges Supplier wishes to impose.

Article 4

Article is hereby amended to read as follows:

The Services furnished will be exactly as specified in the Agreement and, except as otherwise provided in the Agreement, will be (as applicable) subject to inspection and test by UC at all times and places. Subject to Supplier providing a refund to UC in the amount of Supplier's applicable Service Fee for any Services file where Supplier's performance having been rendered by Supplier (or prior to the completion of such Services by Vendor) is adjudged in writing by UC to be unsatisfactory, incomplete, or not as specified (being defined as "Deficient Services" in the context of a "Supplier Service Fee Warranty"), UC may alternatively request provision of such Deficient Services at a reduction in total cost ("total cost" being inclusive of applicable Service Fee plus qualified reimbursable expenses) that is equitable and mutually agreed under the circumstances. If Supplier is unable or refuses to correct such Deficient Services within a time UC deems commercially reasonable, UC may terminate the Agreement in whole or in part. Notwithstanding final acceptance and payment, Supplier will be liable for latent defects, fraud or such gross mistakes as amount to fraud.

Article 5

Article is hereby amended to read as follows:

Supplier will provide the Services as an independent contractor and furnish all equipment, personnel and materiel sufficient to provide the Services expeditiously and efficiently, and at such locations as UC may so require. Supplier will devote only its best-qualified personnel to work under the Agreement. With reasonable commercial basis and upon providing Supplier with reasonable prior written notice thereof, UC shall have the right, without additional cost, to request Supplier to remove one of its employees that Supplier has dedicated to providing Services to UC. At no time will Supplier or Supplier's employees, sub-suppliers, agents, or assigns be considered employees of UC for any purpose, including but not limited to workers' compensation provisions. Supplier shall not have the power nor right to bind or obligate UC, and Supplier shall not hold itself out as having such authority. Supplier shall be responsible to UC for all Services performed by Supplier's employees, agents and subcontractors, including being responsible for ensuring payment of all unemployment, social security, payroll, contributions and other taxes with respect to such employees, agents and subcontractors.

Article 7

Paragraph 2A is hereby amended to read as follows:

Subject to each party's retention of respective rights to intellectual property in existence as of the commencement date of this Agreement, if the Services do not involve work made for hire, and in the event that Supplier uses any Pre-Existing Materials in the Deliverables in which Supplier has an ownership interest, UC is hereby granted, and will have, a non-exclusive, royalty-free, irrevocable, perpetual, paid-up, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, perform, display publicly, sell, and otherwise distribute such Pre-Existing Materials in connection with the Deliverables.

Article 8

The first paragraph of this Article is hereby amended to read as follows:

Except to the degree of any alleged or actual negligence or willful misconduct on the part of UC or its employees, including but not limited to, any misrepresentation by a UC employee relative to a disclosed condition of such UC employee's home, or failure by such UC employee to disclose such condition, and where in such event, UC shall indemnify Supplier in a manner consistent with the terms of this Section 8. To the fullest extent permitted by law, Supplier will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and directly incurred costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions or any alleged or actual negligence of Supplier, its officers, employees, agents, sub-suppliers, or anyone directly or indirectly employed by Supplier, or any person or persons under Supplier's direction and control. UC agrees to provide Supplier with prompt notice of any such claim or action and to permit Supplier to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

Article 9

Section E of this Article is hereby removed.

Article 13

Article is hereby amended to read as follows:

Supplier agrees that upon UC's request, Supplier will submit a sworn statement setting forth the work performed and the amount due and that before the final payment called for under the Agreement, will upon UC's request submit to UC evidence of payment showing what payments have been made for such work performed. Supplier will promptly notify UC in writing, of any claims, demands, causes of action, liens or suits brought to its attention that arise out of the Agreement. If any indebtedness exists which appears to be the basis of a claim or lien against UC by a third party arising out of the Agreement, UC may, (excepting UC's obligation to timely reimburse Supplier as provided herein with regard to any UC employee equity payments as may have been advanced by Supplier on behalf of such UC employee with written authorization from UC), withhold (set-off) from any payment due to Supplier an amount sufficient to cover the indebtedness. The failure of UC to exercise this right to withhold shall not affect the obligation of Supplier to protect UC as elsewhere provided in the Agreement.

Article 14

Paragraph B is hereby amended to read as follows:

Environmental, Safety, Health and Fire Protection. Supplier will take all reasonable precautions in providing the Services to protect the health and safety of UC employees and members of the public and to minimize danger from all hazards to life and property, and will comply with all applicable environmental protection, health, safety, and fire protection regulations and requirements (including reporting requirements). In the event that Supplier fails to comply with such regulations and requirements, UC may, without prejudice to any other legal or contractual rights of UC, issue an order stopping all or any part of the provision of the Services; thereafter a start order for resumption of providing the Services may be issued at UC's discretion. Supplier will have sole responsibility for the safety of all persons employed by Supplier and its sub-suppliers on UC premises for reasons relating to the Agreement. Supplier will at all times maintain good order among its employees and sub-suppliers who come onto UC's premises at Supplier's request and will not engage any unfit or unskilled person to provide the Services. Supplier will confine its

employees and sub-suppliers who come onto UC's premises at Supplier's request or for reasons relating to the Agreement and its equipment to that portion of UC's premises where the Services are to be provided or to roads leading to and from such work sites, and to any other area which UC may permit Supplier to use. Supplier will take all reasonable measures and precautions at all times to prevent injuries to or the death of any of its employees or sub-suppliers who enter upon UC premises at Supplier's request. Such measures and precautions will include, but will not be limited to, all safeguards and warnings necessary to protect workers and others against any conditions on the premises that could be dangerous and to prevent accidents of any kind whenever the Services are being provided in proximity to any moving or operating machinery, equipment or facilities, whether such machinery, equipment or facilities are the property of or are being operated by, Supplier, its sub-suppliers, UC or other persons. To the extent compliance is required, Supplier will comply with all relevant UC safety rules and regulations when on UC premises.

Article 15

Article is hereby removed.

Article 17

Article is hereby removed.

Article 19

Article is hereby amended to include the following:

UC may, at its expense, inspect and audit Supplier's records pertaining to all actions under the Agreement at any time upon reasonable notice during the term of the Agreement, and for a period of five (5) calendar years following the termination of the Agreement. UC, using UC employees and/or agents, may copy such records at the offices of Supplier during regular business hours; however, based upon the extent of UC's request to copy such records, Supplier reserves the right to impose a commercially reasonable per-page copy/administrative charge in addition to reimbursement for those documented costs incurred by Supplier that are associated with applicable UC-requested document / archive recovery and/or retrieval hereunder.

Article 20

Section A will be amended to read as follows:

Prohibition on Access, Use and Disclosure of Institutional Information. Supplier will not access, use or disclose Institutional Information, other than to carry out the purposes for which UC disclosed the Institutional Information to Supplier, except as required by applicable law, or as otherwise authorized in writing by UC prior to Supplier's disclosure. However, such consent will be implied at the time of Services initiation considering the departure and destination locations of the UC employees who have been authorized by UC to receive Services from Supplier. Supplier shall have the limited right to disclose Institutional Information to Supplier's employees and sub-suppliers provided that: (i) Supplier shall disclose only such Institutional Information as is necessary for the Supplier to perform its obligations under this Agreement, and (ii) Supplier informs such employees of the obligations governing the access, use and disclosure of Institutional Information prior to Supplier's disclosure. Supplier shall be liable for any breach of this Agreement by its employees and sub-suppliers. For avoidance of doubt, this provision prohibits Supplier from using for its own benefit Institutional Information and any information derived therefrom. For the avoidance of doubt, the sale of Institutional Information is expressly prohibited.

Section E will be amended to read as follows:

No Offshoring. Supplier's transmission, transportation or storage of Institutional Information outside the United States, or access of Institutional Information from outside the United States, is prohibited except with prior written authorization by UC as reflected in Article 20, Section A.

Article 26

Article is hereby removed.

Article 27

Article is hereby amended to read as follows:

Neither Party will be liable for delays due to causes beyond the Party's control (including, but not restricted to, war, civil disturbances, earthquakes, fires, floods, epidemics, quarantine restrictions, freight embargoes, acts of God, pandemics and unusually severe weather).

Article 28

Article is hereby amended to read as follows:

Except as to any payment due hereunder, Supplier may not assign or subcontract the Agreement without UC's written consent. In case such consent is given, the assignee or subcontractor will be contractually obligated to all applicable laws and regulations. Notwithstanding the foregoing, Supplier will obtain such consent during the implementation phase of the Agreement to perform Services hereunder.

Article 39

Article is hereby removed.

13. Incorporated Documents

This Agreement and its Incorporated Documents contain the entire agreement between the Parties, in order of the below precedent, concerning its subject matter and shall supersede all prior or other agreements, oral and written declarations of intent and other legal arrangements (whether binding or non-binding) made by the Parties in respect thereof.

- a. Purchasing Agreement # 2020.002702
- b. UC Terms and Conditions of Purchase , dated 2/27/20
- c. Attachment A - Statement of Work
- d. Attachment B - UC Pricing
- e. Annex 1 – Data Processor Provisions
- f. Annex 2 – Data Processing Information
- g. Schedule A – Assignment Acknowledgement
- h. UC Request for Proposal# (001734-DEC2019) RFP-Household Moving, Relocation Services and Related Products-UCSystemWide ("RFP")
- i. Supplier's responses thereto submitted on or about August 13, 2020 ("RFP Response")
- j. UC Sustainable Practices Policy

14. Entire Agreement

The Agreement and its Incorporated Documents contain the entire Agreement between the parties and supersede all prior written or oral agreements with respect to the subject matter herein.

This Agreement can only be signed by an authorized representative with the proper delegation of authority.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

Justin Sullivan

(Signature)

Justin Sullivan, Executive Director

2/11/2021

(Date)

WEICHERT WORKFORCE MOBILITY, INC

John M Bartoloni

(Signature)

John Bartoloni, Senior Vice President

February 9, 2021

(Date)

ATTACHMENT A TO PURCHASING AGREEMENT # 2020.002702

STATEMENT OF WORK #1

This Statement of Work # 1 (“SOW”) is issued pursuant to Purchasing Agreement #2020.002702 dated February 15, 2021 between UC and Weichert Workforce Mobility (“Agreement”).

1. Title and Description of the Scope of Goods and/or Services

Supplier will provide household moving, relocation services, related products and services in the most cost-effective manner while maintaining the highest quality and standards. Supplier will provide the following services to meet UC’s requirements:

a) Required Services: Supplier must provide the following services:

- i. Interstate household moving services
- ii. Intrastate household moving services for the State of California
- iii. In-transit Storage
- iv. Automobile moving services

b) Optional Services: Supplier also has the option to provide the following services:

- i. Containerized moving services
- ii. Intrastate household moving services (for states other than California)
- iii. International household moving services
- iv. Specialized services related to household moves, including electronics, office/laboratory and other high-value items
- v. Household relocation services and support
- vi. Other related products and services

2. Term of SOW

This SOW will begin on February 15, 2021, (“Effective Date”) and continue through February 14, 2026. This SOW may not be renewed or otherwise amended except through a Change Order pursuant to the Change Management section below.

3. Key Personnel

Supplier’s Account Manager is listed below, and has overall responsibility for managing the UC/Supplier relationship:

Name	John Bartoloni
Title	Senior Vice President
Phone	952-847-3367
Email	JBartoloni@weichertwm.com
Address	

UC’S Project Manager, responsible for acceptance/rejection of project results/deliverables, is:

Name	Matt Hissom
Title	Senior Commodity Manager
Phone	310-794-6044
Email	Matthew.hissom@ucop.edu
Address	10920 Wilshire Blvd., Suite 650
	Los Angeles, CA 90024

4. Reporting Requirements

Supplier will provide quarterly admin fee report for Omnia with the below items included for each move:

- Origin Zip Code
- Destination Zip Code
- Weight
- Shipment Date
- Cost
- Other special charges (peak, fuel, etc)

Supplier agrees to provide mutually agreed upon reports as reasonably requested by UC during the Term of the Agreement and any extension(s) to the Term at no additional cost to UC.

5. Pricing

- a) Interstate shipments will be priced according to Attachment B: UC Pricing
- b) Intrastate shipments within California will be priced according to the California Max 4 Tariff
- c)



- d) [REDACTED]
- e) The above discounts will apply to all of the following:
 - i. University of California Employees
 - ii. University of California Students
 - iii. Alumni of all UC campuses
- f) [REDACTED]
- g) Refer to the pricing identified in the RFP response for select services
- h) [REDACTED]

6. Program Requirements

- a) **Technology Integration Solutions:** Supplier must be willing to work with each UC Location within the first ninety (90) days of signing the Agreement resulting from this Award to determine what is needed in terms of technology and set-up the systems necessary to be fully integrated and operational at all UC Locations (Campuses and the Office of the President) with:
 - i. e-Procurement Systems.
 - ii. Accounts Payable Systems.
 - iii. Third-party Mail Systems.
 - iv. Operational equipment necessary to integrate all of the Systems.
- b) **Account Number Consolidation and Issuance:** Supplier commits to implement a program with the UC Locations during the first ninety (90) days after contract execution, to limit (e.g. consolidate accounts) the total account numbers issued to UC Users to a number deemed acceptable by the Purchasing/Procurement Account Managers from each UC campus. Supplier must commit to implement a program within their own operations/Client Services call centers to limit the issuance of account numbers to University of California employees.
- c) **Implementation Expenses:** Supplier accepts the responsibility for all direct expenses related to the implementation of the Agreement(s) resulting from this RFP including but not limited to; technology solutions, some equipment, marketing costs, delivery route modifications, and account management and representation.

7. Sustainability

- a) **Sustainability:** Supplier will comply with Article 22 - Sustainable Procurement Guidelines of the UC Terms and Conditions which states in part: Supplier will conduct business using environmentally, socially, and economically sustainable products and services (defined as products and services with a lesser or reduced effect on human health and the environment, and which generate benefits to the University as well as to society and the economy, while remaining within the carrying capacity of the environment), to the maximum possible extent consistent with the Agreement, and with the University of California Sustainable Practices Policy (<https://policy.ucop.edu/doc/3100155>) and the University of California Sustainable Procurement Guidelines: <https://www.ucop.edu/procurement->

[services/ files/sustainableprocurementguidelines.pdf](#).

- b) EcoVadis Registration:** Supplier will be required to register and participate in an assessment of their sustainability practices and procedures through the EcoVadis Corporate Social Responsibility (CSR) monitoring platform. For more information on the EcoVadis platform and costs associated with an assessment, please see the EcoVadis Supplier Solutions Website here: <https://www.ecovadis.com/us/supplier-solutions-2/>.

8. Changes to the Services

UC may desire to change the Goods and/or Services following execution of an SOW. If so, UC will submit a written Amendment to Supplier describing the changes in appropriate detail. If an Amendment does not require Supplier to incur any additional material costs or expenses, then Supplier will make the modification within ten (10) business days of Supplier's receipt of UC's Amendment. If an Amendment does require that Supplier incur additional material costs or expenses, then Supplier in good faith will provide UC with a written, high level, non-binding assessment of the costs and expenses and the time required to perform the modifications required by the Amendment, within ten (10) business days of Supplier's receipt of UC's Amendment. UC will notify Supplier in writing within ten (10) business days after receipt of Supplier's response to the Amendment as to whether UC wishes Supplier to implement the Amendment based on the response. UC will compensate Supplier for implementation of an Amendment in accordance with the terms and conditions of the relevant Amendment and Supplier's response to the Amendment, if any. Supplier's implementation of an Amendment will not delay the performance of Services and/or the delivery of deliverables not reasonably affected by an Amendment.

9. No Mandatory Use

Because there is no mandatory use policy at UC, nothing in this Statement of Work will be construed to prevent UC from entering into similar agreements with any third parties including, without limitation, suppliers that may be in competition with Supplier.

10. Supplier shall provide the Services set forth in the Agreement, such that:

- a) Supplier, having reviewed and agreed upon applicable and current relocation policy with UC for particular Services, shall counsel and advise Employees, as appropriate, on all such specified Services and UC policy that relates thereto;
- b) Supplier, in its judgment, shall staff and deploy an appropriate number of qualified staff to deliver such Services to UC; and
- c) Supplier and UC shall each appoint one (1) staff member who, for the purposes of promoting a cooperative and productive relationship between the parties pursuant to the Agreement, shall respectively serve as primary contact points of communication, reporting, and issue resolution. As such primary staff contacts may change, each party shall promptly notify the other as to any such change.

In order that Supplier may deliver the Services and counsel Employees in the most effective manner, and in accordance with the cooperative spirit of the Agreement, UC agrees to keep Supplier apprised of relevant UC relocation policy, changes, and/or management decisions, and to make good faith efforts to ensure that Employees understand the relationship of Supplier and UC hereunder.

11. Non-Solicitation of Employment

During the Term of the Agreement, and for a period of six (6) months after its termination, neither Party shall employ under any circumstances any person who is currently an employee of the other Party, except

under the following circumstances: (1) in the event that any such employment solicitation or opportunity was publicly advertised or promoted; or, (2) upon mutual written agreement of the Parties.

12. Description of Services

Description of Services – Domestic U.S. and Canada BUNDLED

The following Service descriptions are an overview of Supplier’s capabilities; actual service delivery is provided according to UC policy.

Program Benefit	Services
Policy Counseling	<p>Supplier will provide a single point of coordination Workforce Mobility Counselor (“Counselor”), assigned from UC’s designated service team. The Counselor will:</p> <p>Provide policy counseling, review eligible benefits, and advise the Employee throughout the relocation process.</p> <p>Coordinate all approved services and manage all third party suppliers.</p> <p>Instruct the Employee in regard to accessing “MYWIN” (Weichert Information Network), Supplier’s proprietary on-line relocation management system that supports real-time tracking and monitoring by Employees concerning their relocation services delivery progress and experience.</p>
Home Marketing Assistance	<p>For marketing assistance to aid the Employee in selling their residence in the U.S. or Canada, the Counselor will:</p> <p>Refer the Employee to a Supplier Broker Network representative or other preferred real estate agent (“Agent”).</p> <p>Order brokers’ market analyses (“BMA”) from local Agents, and provide the BMA results to the Employee.</p> <p>Communicate with the Employee’s selected Agent.</p> <p>The Agent will:</p> <p>Discuss with the Employee a suggested list price, sales strategy, recommendations for the home, and feedback from potential UCs who tour the home.</p> <p>Negotiate purchase offers, working with and on behalf of the Employee, to secure the sale.</p>
Guaranteed Buyout Option or UC Value Option Home Sale Programs	<p>For Guaranteed Buyout Option (“GBO”) / Appraised Value or Amended Value Sale in the U.S. and Canada, and for UC Value Option (“BVO”) Sale in the U.S., the Counselor will observe UC policy in performing the following:</p> <p>Provide all home marketing assistance services listed above.</p> <p>Follow UC policy requirements and Worldwide ERC’s 11 Steps to ensure the home sale is considered non-taxable (U.S.).</p> <p>Order and review BMAs, appraisals, inspections, title, legal documents, and required repairs.</p> <p>Work with the Employee and selected agent to negotiate offers and manage the home until sold and/or closed.</p> <p>Process appraisals and equity calculations per UC policy.</p> <p>Process Equity Loans and/or final equity.</p>

Program Benefit	Services
	<p>Ensure the sale closes and the title transfers.</p> <p>Pay off the mortgages/deeds of trust which may be a lien against the Employee's home, where Supplier has determined that such payoffs are in the best interest of UC and/or Employee.</p> <p>Administer sale incentive, bonus, or loss-on-sale protection, as applicable.</p> <p>Audit expenses.</p> <p>Track and report all related information.</p> <p>When a home is acquired through a GBO sale or BVO fall-through, a Supplier Inventory Specialist will:</p> <p>Relist the home and design property-specific strategies.</p> <p>Recommend, obtain approval, and manage property-specific repairs and improvement.</p> <p>Negotiate purchase offers.</p> <p>Ensure the sale closes and the title transfers.</p> <p>Equity Calculation and Disbursement</p> <ul style="list-style-type: none"> ▪ The "Employees' equity" in the Property is hereby defined to be the Agreed Price, adjusted to reflect the costs of items unpaid or prepaid by the Employee, including, but not limited to, the following: (i) all loans secured by the Home; the Employee shall be credited with any monies held in escrow by mortgagees and such funds shall thereafter belong to Supplier; (ii) property and/or real estate taxes; (iii) unpaid balance of special assessments levied or approved for levy against the Home for improvements reflected in the Agreed Price, including future installments thereof; (iv) owners' dues, fees and maintenance charges, whether or not delinquent; (v) rental deposits and prepaid rents, if any; (vi) cost of required infestation and pest control treatment; (vii) all other encumbrances and indebtedness against the Home; (viii) Equity Loans, if any, made to the Employee by Supplier prior to the Employees' acceptance of the Contract of Sale; (ix) transferable insurance premiums, if applicable; and (x) cost of any property repairs and/or corrections. All property carrying costs, including, but not limited to, mortgage payments, interest, mortgage insurance, property taxes, utilities, maintenance, property insurance and association dues, shall be the responsibility of the Employee until the Proration Date and shall be apportioned and prorated as of the Proration Date, in accordance with the custom and practice in the area where the Home is located. It is understood that the determination of Employees' equity, other than the Agreed Price, including the apportionment and Proration described herein, is based upon information supplied by third parties. Upon submission by either party to the other that the information upon which the adjustments were made was incorrect, the parties agree to readjust and correct the accounting and promptly remit to the party entitled such sums as may be due and owing. ▪ The Employees' equity shall be computed and prorated as of the Proration Date and be paid as soon as possible after the Proration Date. If the Employee requests an advance on equity before Proration Date, for the sole purpose of making an earnest money deposit on a new residence, and can document such need if requested, such advance shall be paid to the

Program Benefit	Services
	<p>Employee as soon as possible after reasonable notice, with the unpaid balance of equity, if any, paid to the Employee as soon as possible after the Proration Date.</p> <p>Definitions:</p> <p>“Agreed Priced” means the final purchase price agreed to by the parties as stated in the Contract of Sale.</p> <p>“Amended Value Sale” means the Employee finds a UC for his/her home during the offer period at an acceptable bona fide price. In the event the Employee is successful, Supplier will acquire the Home from the Employee at the Purchase Offer and consummate the sale with the outside UC.</p> <p>“Appraised Value” means the value for the Employee’s Home established per UC policy.</p> <p>“Appraised Value Sale” means the purchase and resale of a Home based upon its Appraised Value.</p> <p>“Bona Fide” means an offer that under local custom and practice: (i) contains a sufficient earnest money deposit; (ii) has a reasonable closing date; and (iii) contains no unusual or unreasonable terms.</p> <p>“UC Value Option Sale” means the purchase and resale of a Home for the value established by a bona fide offer from an outside UC.</p> <p>“Direction Letter” means a letter signed on behalf of UC by an Authorized Initiator to (1) make an Equity Loan to an Employee in an amount in excess of the allowable amount of the Employee's Equity in the Home; or (2) make an Equity Loan to an Employee notwithstanding the fact that the Employee has not yet executed an Equity Loan Agreement and Promissory Note; or (3) make an Equity Funding to an Employee for the full Appraised Value of the Home with instructions to Supplier to apply the excess over the amount of the Equity to pay for any existing liens on the Home; or (4) enter into a Contract of Sale with respect to the Home for a purchase price in excess of the Employee's Equity in the Home or (if all existing liens on the Home are to be paid off in advance of the sale of the Home) in excess of the Appraised Value of the Home (in the case of an Appraised Value Sale), pursuant to which UC shall agree to be obligated to Supplier for the full amount of the Equity Funding in accordance with the terms of this Agreement.</p> <p>“Equity” means the following calculation that is performed by Supplier using information that is provided by/verified by the Employee: The purchase price of the Employee’s home that is set forth in a standardized form of “Contract of Sale”, herein defined to mean a document as issued by Supplier to Employee to effectuate the sale of the Employee’s home to Supplier, net of any Employee mortgage or other recorded Employee debt burdening the Employee home. Equity may be advanced to the Employee by either Supplier or UC as may be authorized pursuant to the terms and conditions of this Agreement.</p> <p>“Equity Advance” means the amount of funds paid to an Employee pursuant to an Equity Loan or an Equity Funding and shall include any amount that is advanced for the purpose of paying off existing liens on the Home.</p>

Program Benefit	Services
	<p>“Equity Funding” means that amount of Equity, as defined herein, paid to the Employee under the Employee Homesale Program.</p> <p>“Equity Loan” means a loan made by Supplier to an Employee pursuant to a Promissory Note made by the Employee, an Equity Loan Agreement between the Employee and Supplier, this Agreement and, if applicable, a Direction Letter from UC to Supplier, “Promissory Note” and “Direction Letter” being separately defined herein.</p> <p>“Guaranteed Buyout Option Sale” means the purchase and resale of a Home based upon an Appraised Value Sale or an Amended Value Sale.</p> <p>“Home” shall mean a subject property located in the U.S. or Canada that meets the following criteria:</p> <p>Owned and used by the Employee as his/her principal residence. Subject properties include one or two-family residences, condominiums and fee simple townhouses, but exclude cooperatives, mobile homes, farms and properties with excessive acreage (5+ acres).</p> <p>Will not require extended marketing time or an extraordinary degree of difficulty to sell due to age, location, condition, property size or style/neighborhood compatibility.</p> <p>Insurable at standard rates for normal hazards such as fire, flood, and extended coverages.</p> <p>Lease can be terminated by Supplier with not more than sixty (60) days advance notice to any tenant.</p> <p>Does not contain any environmental problems or hazards, (i.e., ureaformaldehyde, synthetic stucco (EIFS-external insulated finish systems), radon gas, mold, corrosive drywall) nor is located in any municipal, county, state or federally designated environmentally sensitive area that would adversely impact the marketing of the property.</p> <p>Has clear and marketable title.</p> <p>Has not been listed before Initiation.</p> <p>Has a value (determined in accordance with “Special Property” guidelines as recited below) of not less than: One hundred thousand dollars (\$100,000) and not more than: One million dollars (\$1,000,000).</p> <p>Has not been used or zoned, in whole or part, for non-residential purposes.</p> <p>“Promissory Note” means the promissory note evidencing an Employee's obligation to repay the principal portion of an Equity Loan.</p> <p>“Proration Date” means that date upon which the Employee vacates the Home, or the date upon which Supplier executes and delivers the completed Contract of Sale, whichever is later.</p> <p>“Purchase Offer” means a bona fide offer received by Employee from a potential UC to purchase the Employee’s Home that the Employee finds acceptable.</p> <p>“Special Property” means a property that UC may request, and Supplier agrees, to offer to purchase, located in the U.S. or Canada and that meets the following criteria:</p>

Program Benefit	Services
	<p>Does not fit the above definition of a Home, involves special considerations, or requires material deviations from the services and procedures set forth in this Agreement.</p> <p>Value is in excess of: One million dollars (\$1,000,000), with such value being alternatively determined as follows:</p> <ul style="list-style-type: none"> - (1) the resulting average of two (2) appraisals as professionally reviewed by Supplier in the case of a homesale/GBO property; or, - (2) the resulting average of two BMAs as professionally reviewed by Supplier in the case of a BVO program property.
Marketing Assistance with Closing Services (Intra-Canada Only)	<p>Available intra-Canada only, for marketing assistance with closing services, the Counselor will:</p> <p>Coordinate the valuation process and order two [brokers' market analyses ("BMA")]BMAs.</p> <p>Advise the Employee on selecting a listing agent.</p> <p>Work with the Employee and selected agent to establish a list price, develop a sale strategy, prepare the home for listing, and negotiate offers.</p> <p>Initiate closing services with a Supplier-approved network lawyer.</p> <p>Note: If the Employee uses a non-network lawyer, the Employee will have to submit a reimbursement request for closing costs, and the Counselor will assist the Employee in filing.</p> <p>Track and report related information.</p>
Home Purchase with Advance Closing Costs (Intra-Canada Only)	<p>Available intra-Canada only, the Counselor works with the Employee and local real estate agent to find the right home at destination. The Counselor will:</p> <p>Conduct a needs analysis and provide counseling on eligible benefits.</p> <p>Select an appropriate local real estate agent.</p> <p>Coordinate an area tour and/or home finding trips, customized to reflect the needs of the Employee/family.</p> <p>Coordinate with the real estate agent to provide a new-area orientation and community information on housing, services, schools, etc.</p> <p>Initiate closing services with a Supplier-approved network lawyer and direct billing of closing costs.</p> <p>Note: If the Employee uses a non-network lawyer, the Employee will have to submit a reimbursement request for closing costs, and the Counselor will assist the Employee in filing.</p> <p>Track and report related information.</p>
Direct Reimbursement	<p>For independent sale / direct reimbursement or for homes deemed ineligible for UC's program in the U.S. or Canada, the Counselor will:</p> <p>Advise and assist the Employee in filing for reimbursement of their eligible closing costs.</p>

Program Benefit	Services
Home Finding for Homeowners	<p>The Counselor works with the Employee and local real estate agent to find the right home at destination in the U.S. or Canada. The Counselor will:</p> <p>Conduct a needs analysis and provide counseling on eligible benefits. Select an appropriate local real estate agent who will provide services at destination. Coordinate home finding trip(s) per UC policy. Coordinate with the real estate agent to provide new-area orientation, property tours, and information on communities, services, schools, local real estate practices, etc. Track and report related information.</p>
Mortgage Services (U.S. Only)	<p>The Counselor refers the Employee to a Weichert Financial Services (“WFS”) Mortgage Consultant or to UC’s preferred mortgage lender. Supplier can also administer UC’s mortgage subsidy program and disburse UC-supplied funds to applicable Employees.</p>
Rental Assistance	<p>The Counselor works with the Employee and local representative (rental assistance provider or destination service provider) to find the right rental property at destination, in addition to providing guidance on the departure rental. The Counselor will:</p> <p>Conduct a needs analysis and provide counseling on eligible benefits. Work with the Employee on any lease break requirements related to their departure residence, providing advice on negotiations for minimal penalties or loss of security deposit. Select an appropriate local rental representative. Coordinate home finding trip(s) per UC policy. Coordinate with the local rental representative to provide a new-area orientation, property listings and/or tours, and information on communities, services, schools, local rental customs, etc. (as applicable to UC policy). Track and report related information.</p>
Temporary Living Assistance	<p>Supplier books temporary corporate housing for the Employee through our affiliate, Weichert Corporate Housing Inc. (“WCH”), with our preferred partners in Canada and the U.S., or with UC’s preferred suppliers. The Counselor will initiate the request for temporary housing.</p> <p>The housing provider will:</p> <p>Identify appropriate properties based on UC policy and the Employee needs assessment (apartment size, location, special needs, etc.). Confirm arrangements and provide the Employee with check-in information, directions, etc.</p> <p>Billing and payment arrangements are as mutually agreed by Supplier and UC. Leases, housing contracts, and termination of such leases and contracts are executed exclusively by UC or the Employee (not Supplier). However, UC may authorize Supplier to conduct negotiations on behalf of UC or the Employee.</p> <p>Temporary Living Assistance Services may vary, subject to local real estate practices outside the U.S. Certain documents, procedures may not be standardized in such locations.</p>

Program Benefit	Services
Household Goods Services – Supplier Managed Contract	<p>Supplier offers complete household goods management, per UC policy, through the Weichert Move Network (“WMN”). Supplier will:</p> <p>Select, monitor, and manage a WMN mover and related third party providers (“WMN Mover”).</p> <p>Provide counseling to Employee regarding the move survey, process, timing, expectations, UC policy, etc.</p> <p>Book applicable services (transportation, storage, automobiles, pet shipment, etc.).</p> <p>Coordinate move dates and schedules including packing, pickup, vacate, and delivery.</p> <p>Audit and pay invoices. All invoices will be reviewed to ensure that the carrier provided all authorized undertakings, complied with tariffs (where applicable), invoiced packing charges accurately, and correctly applied discounts (“Move Management Auditing”). The cost of such Move Management Auditing is included at no extra charge to UC. Supplier will additionally review all invoice calculations for accuracy, and will submit a final invoice to UC.</p> <p>Track and report all moving related information.</p> <p>Insurance</p> <p>4 Interstate U.S., Cross-Border U.S. and Canada, and Domestic Canadian Shipments: Where a WMN Mover is utilized, Supplier will, for the benefit of UC (Employee), obtain via such WMN Mover (at additional Direct Cost) full replacement value coverage with zero deductible, including pairs and sets coverage and mechanical/electrical derangement coverage based upon the determined value of the shipment.</p> <p>5 Storage In Transit: Where a WMN Mover is utilized, Supplier will obtain insurance via such WMN Mover (at additional Direct Cost) for the benefit of UC (Employee).</p>
Household Goods Services – UC Preferred Vendor	<p>If UC prefers to use their own household goods vendor (“UC Preferred Vendor”), the Counselor will:</p> <p>Provide counseling and preparation advice to the Employee regarding the move survey and process.</p> <p>Initiate the service order with UC Preferred Vendor.</p> <p>Track and report all moving related information.</p> <p>Where a UC Preferred Vendor is utilized to provide Services and where Supplier is requested by UC to coordinate the delivery of services from, and the invoices rendered by, such UC Preferred Vendor, all invoices for each Employee shipment/storage will be reviewed to the extent applicable by Supplier to ensure that the carrier selected by UC Preferred Vendor provided all authorized undertakings, complied with tariffs (where applicable), invoiced packing charges accurately, and correctly applied discounts (“Move Management Auditing”). Where a UC Preferred Vendor is utilized, the cost of such Move Management Auditing shall be invoiced by Supplier to UC as a Direct Cost pursuant to this Agreement.</p> <p>Insurance.</p>

Program Benefit	Services
	Where a UC Preferred Vendor is providing Services pursuant to this Agreement, UC and/or UC Preferred Vendor shall undertake and make those independent insurance coverage arrangements that UC and/or UC Preferred Vendor deem appropriate, and Supplier shall assume no responsibility or liability for any claims as may arise therefrom.
Expense Administration	<p>Supplier will:</p> <p>Provide Employee and UC with centralized administration and reporting of all relocation related expenses incurred for the move (post-relocation ongoing expenses are not included in this service).</p> <p>Counsel the Employee on UC's relocation expense reimbursement policy.</p> <p>Audit expense reports according to UC Policy.</p> <p>Audit third party supplier invoices for accuracy and timeliness, compliance with UC Policy, contract and payment terms.</p> <p>Disburse payments to Employees and third party suppliers, as mutually agreed.</p> <p>Track and report costs according to UC-defined parameters and timeframe, and make all expense information accessible to UC and the Employee.</p> <p>Within the U.S., tax code expenses, calculate a U.S.-based gross-up and/or true-up, and report tax-coded expenses and tax treatment to all applicable parties (UC's payroll, UC's tax provider, and the Employee) according to UC direction.</p>
Lump Sum – Check Only	Supplier will provide a lump sum benefit as a one-time payment to the Employee, issuing the payment and reporting on the expense.
Lump Sum Portal (U.S. Only)	<p>Supplier will provide a lump sum benefit as a one-time payment to the Employee, intended to cover all relocation expenses, with additional services through our Lump Sum portal.</p> <p>The Counselor explains the benefit and how the lump sum is calculated, including the expenses it is meant to cover and any applicable restrictions or requirements.</p> <p>The Counselor initiates the Employee into the MyWIN Lump Sum portal – explaining the information available through the portal. As part of this service, the Counselor will also:</p> <ul style="list-style-type: none"> • Provide spend coaching on how to get the most benefit from the lump sum. • Direct the Employee to interactive destination tools, rental search, discounts, small move and self-move options, etc. <p>Supplier issues the lump sum payment and reports on the expense.</p>
Managed Lump Sum Program (Canada)	<p>Supplier will coordinate authorized relocation services for the Employee, within the limitations of the Lump Sum amount set by UC.</p> <p>The Counselor explains the benefit and the lump sum amount, including the expenses it is meant to cover and any applicable restrictions or requirements.</p> <p>The Counselor coordinates services.</p> <p>Supplier is invoiced for services directly, whenever possible.</p>

**Description of Services – International
BUNDLED**

The following service descriptions are an overview of Supplier’s capabilities; actual service delivery is provided according to UC policy.

Program Benefit	Services
Policy Counseling	<p>Supplier will provide a single point of coordination Workforce Mobility Counselor (“Counselor”), assigned from UC’s designated service team. The Counselor will:</p> <p>Provide policy counseling, review eligible benefits, and advise the Employee throughout the relocation process.</p> <p>Coordinate all approved services and manage all third party suppliers.</p> <p>Instruct the Employee in regard to accessing “MYWIN” (Weichert Information Network), Supplier’s proprietary on-line relocation management system that supports real-time tracking and monitoring by Employees concerning their relocation services delivery progress and experience</p>
Destination Services	<p>To assist the Employee and family in relocating and adjusting to a foreign country, the Counselor will:</p> <p>Conduct a needs analysis and provide counseling on eligible benefits.</p> <p>Provide information about the destination area including: country profile, housing, local living conditions, proper business protocol, banking and tax issues, climate, health and safety, etc.</p> <p>Coordinate delivery of the following services, as applicable to UC policy:</p> <ul style="list-style-type: none"> ○ Preview Trip/Orientation ○ Home Search ○ Temporary Housing Assistance ○ Settling-In Services ○ Cultural Training ○ Language Training ○ School Search ○ Spouse/Partner Career Assistance ○ Auto Rental/Lease Assistance ○ Furniture Rental Assistance ○ Visa and Immigration Services ○ Property Management ○ Tenancy Management
Visa & Immigration Assistance Coordination	<p>To assist the Employee, the Counselor will:</p> <p>Conduct a high-level needs analysis and provide counseling on eligible benefits, respond to Employee questions, and address any unique situations.</p> <p>Coordinate with Supplier’s immigration partner or with UC’s preferred immigration provider.</p> <p>Track extension requirements for work permits, registrations, etc. and monitor all processes with the provider to ensure efficiency and desired results.</p> <p>The immigration partner will:</p> <p>Obtain and review mandatory documents from the Employee and family members.</p> <p>Prepare and file applications, as required.</p> <p>Coordinate with local specialists, as applicable.</p> <p>Coordinate translations, if applicable.</p> <p>Coordinate global notary services.</p>

Program Benefit	Services
	Track and proactively manage expirations and statuses for the Employee and UC.
Property Management Coordination	<p>To assist the Employee with all details related to leasing the Employee’s primary residence for the assignment duration, Supplier provides property management services in-house via Supplier affiliate Aureus (in the U.S.) or via a local Destination Service Provider (outside the U.S.). Property Management Services in non-U.S. locations may be amended or revised by Supplier from those program elements described herein subject to prevailing practices and/or requirements in particular locations.</p> <p>The Counselor will explain the program, the process, and the handling of expenses per UC policy; and address Employee questions and concerns.</p> <p>The property management provider will coordinate with a local specialist for property inspection, market evaluation and rental value analysis, and marketing strategy.</p> <p>The local specialist will:</p> <ul style="list-style-type: none"> Screen tenant candidates (if applicable) for financial credit worthiness, employment stability, and prior residence references; and use reasonable best efforts to rent the property to qualified tenants. The Employee, not Supplier, will make the final tenant selection and will sign the lease with the tenant, as applicable. Manage tenants (if applicable) by collecting rents and security deposits, coordinating move-out inspections, and retaining amounts from a tenant’s security deposit to compensate for property condition that is in excess of “ordinary wear and tear.” Maintain the property by processing mortgage and other necessary property-related payments on behalf of the Employee, making or renewing contracts for utilities and maintenance, managing physical maintenance and repairs as agreed or required (including obtaining competitive bids), and conducting inspections at agreed-upon frequency to ensure that property is in good repair. Submit property condition reports and income/account summaries in a format and on a frequency agreed to by Supplier and UC. <p>Property Management Services may vary, subject to local real estate practices and requirements outside the United States; certain documents and procedures may not be standardized in such locations, and Services may not be available in all locations.</p>
Tenancy Management Coordination	<p>To assist the Employee with all details related to the leasing of a destination residence, Supplier provides tenancy management services via a local Destination Service Provider (outside the U.S.) or in-house via Supplier affiliate Aureus (in the U.S.). Tenancy Management Services in non-U.S. locations may be amended or revised by Supplier from those program elements described herein subject to prevailing practices and/or requirements in particular locations.</p> <p>The Counselor will explain the program, the process, and the handling of expenses per UC policy; address Employee questions and concerns; and pay all fees, rents, deposits, utilities, etc. per UC policy.</p> <p>The local tenancy management provider will:</p>

Program Benefit	Services
	<p>Coordinate with a local specialist to assist with the rental search and negotiate lease terms.</p> <p>Coordinate move-in inspections, rental furniture, utilities, and insurance.</p> <p>Provide point of contact for the Employee and landlord regarding all maintenance and repair issues.</p> <p>Track lease terms and dates, and renew or terminate the lease as appropriate.</p> <p>Coordinate termination of utilities, cleaning/repairs, removal of rental furniture, the move-out inspection, and the return of the deposit at the end of the Employee's assignment.</p> <p>Tenancy Management Services may vary, subject to local real estate practices and requirements outside the United States; certain documents and procedures may not be standardized in such locations, and Services may not be available in all locations.</p>
Household Goods Services – Supplier Managed Contract	<p>To assist the Employee and family with their household goods, the Counselor will:</p> <p>Provide counseling and preparation advice to the Employee regarding the move survey and international shipment process/timing.</p> <p>Initiate service orders (including permanent storage, pet shipment, etc. as applicable) with Supplier vendors.</p> <p>Coordinate the move schedule.</p> <p>Coordinate insurance and any damage claims.</p> <p>Audit and pay invoices. All invoices will be reviewed to ensure that the carrier provided all authorized undertakings, complied with tariffs (where applicable), invoiced packing charges accurately, and correctly applied discounts ("Move Management Auditing"). The cost of such Move Management Auditing is included at no extra charge to UC. Supplier will additionally review all invoice calculations for accuracy, and will submit a final invoice to UC.</p> <p>Track and report all moving related information.</p> <p>As mutually agreed, Supplier shall select the supplier to assist Supplier in providing Household Goods Services ("WMN Mover").</p> <p>Insurance.</p> <p><u>International Shipments:</u> Where a WMN Mover is utilized, UC will authorize Supplier for the benefit of UC (Employee) to obtain via such WMN Mover (at additional Direct Cost) full replacement value coverage with zero deductible, including pairs and sets coverage and mechanical/electrical derangement coverage based upon the valued inventory form that is prepared, completed, and submitted by Employee to WMN Mover.</p>
Household Goods Services – UC Preferred Vendor	<p>If UC prefers to use their own household goods vendor ("UC Preferred Vendor"), the Counselor will:</p> <p>Provide counseling and preparation advice to the Employee regarding the move survey and process.</p> <p>Initiate the service order with UC Preferred Vendor.</p> <p>Track and report all moving related information.</p>

Program Benefit	Services
	<p>Where a UC Preferred Vendor is utilized to provide Services and where Supplier is requested by UC to coordinate the delivery of services from, and the invoices rendered by, such UC Preferred Vendor, all invoices for each Employee shipment/storage will be reviewed to the extent applicable by Supplier to ensure that the carrier selected by UC Preferred Vendor provided all authorized undertakings, complied with tariffs (where applicable), invoiced packing charges accurately, and correctly applied discounts (“Move Management Auditing”). Where a UC Preferred Vendor is utilized, the cost of such Move Management Auditing shall be invoiced by Supplier to UC as a Direct Cost pursuant to this Agreement.</p> <p>Insurance.</p> <p>Where a UC Preferred Vendor is providing Services pursuant to this Agreement, UC and/or UC Preferred Vendor shall undertake and make those independent insurance coverage arrangements that UC and/or UC Preferred Vendor deem appropriate, and Supplier shall assume no responsibility or liability for any claims as may arise therefrom.</p>
Ongoing Assignment Support Services	<p>To assist the Employee and family throughout their foreign assignment, the Counselor will:</p> <p>Provide counseling on eligible benefits, communicate periodically with the Employee and family to determine if they require additional assistance, and resolve questions arising from assignment-related issues.</p> <p>Coordinate delivery of the following services, as applicable to UC policy:</p> <ul style="list-style-type: none"> Assignment counseling and support Access to Supplier technology and online destination information Employee documentation and tracking including assignment letters, cost projections, coverage documents, immigration documents, and lease renewals Data maintenance and demographic reporting Tax Equalization (TEQ) Administration Home leave administration Emergency evacuation assistance
Global Compensation Services	<p>To assist the Employee and family throughout their foreign assignment, the Counselor will:</p> <p>Provide counseling on eligible benefits, communicate periodically with the Employee and family to determine if they require additional assistance, and resolve questions arising from assignment-related issues.</p> <p>Coordinate delivery of the following services, as applicable to UC policy:</p> <ul style="list-style-type: none"> Assignment counseling and support Access to Supplier technology and online destination information Employee documentation and tracking including assignment letters, cost projections, coverage documents, immigration documents, and lease renewals Data maintenance and demographic reporting Tax Equalization (TEQ) Administration Home leave administration Emergency evacuation assistance

Program Benefit	Services
	<p>Additionally, Supplier will coordinate international tax services through our tax partner or through UC's designated tax provider. With the assistance of Supplier's dedicated Tax and Compensation Administration team, the Counselor will:</p> <p>Provide counseling on eligible benefits; resolve questions regarding payroll, special payments, or tax-related issues; monitor and coordinate information exchanges; and maintain Employee data within Supplier systems.</p> <p>Coordinate delivery of the following tax and compensation services, as applicable to UC policy:</p> <p>Payroll Service: Start/end expatriate payroll; compute assignment compensation packages; update Compensation Worksheet per agreed timetable for recurring processes; and reconcile payroll payments to worksheet advice (when payroll payments are provided in agreed format).</p> <p>Compensation and Tax Reporting Service: Collect UC-paid host expenses for global compliance and reporting; report relocation, assignment expenses and third-party payments, and payroll data to UC payroll/accounting on agreed timetable; code expenses for US tax reporting purposes for Employees on UC U.S.-based payroll account; calculate U.S. tax gross-ups and report gross-up information on assignment-related compensation components to UC payroll; and provide annual compensation breakdown reports to Employee and UC-designated tax firm.</p>
Global Compensation Services	<p>Supplier will coordinate international tax services through our tax partner or through UC's designated tax provider. With the assistance of Supplier's dedicated Tax and Compensation Administration team, the Counselor will:</p> <p>Provide counseling on eligible benefits; resolve questions regarding payroll, special payments, or tax-related issues; monitor, track and coordinate information exchanges related to specific event-driven activities for UC or the Employee such as, but not limited to: changes to salary, benefits, dependents; and maintain Employee data within Supplier systems to facilitate payroll and compensation processing.</p> <p>Coordinate delivery of the following tax and compensation services, as applicable to UC policy:</p> <p>Payroll Service:</p> <ul style="list-style-type: none"> • Prepare a balance sheet to provide payroll advice for specific benefits for which the Employee is eligible, for processing into UC payroll; • Start/end expatriate payroll for new and repatriating Employees; • Compute assignment compensation packages including hypothetical tax, housing norms, and allowances, as authorized by UC; • Update balance sheet per agreed timetable for recurring processes (cost of living updates); • Reconcile actual payroll payments to balance sheet advice (when payroll payments are provided in the agreed format). <p>Compensation and Tax Reporting Service:</p>

Program Benefit	Services
	<ul style="list-style-type: none"> a. Collect expenses paid by UC in the host location to facilitate global compliance and reporting; b. report relocation, assignment expenses and third-party payments, and payroll data to UC payroll/accounting on agreed timetable to facilitate local compliance (“Shadow Reporting”); c. Code expenses for U.S. tax reporting purposes for Employees on UC U.S.-based payroll account; d. Calculate U.S. tax gross-ups and report gross-up information on assignment-related compensation components to UC payroll to facilitate compensation reporting; and e. Provide annual compensation breakdown reports to Employee and UC-designated tax firm. <p>A schedule of report types (COC, Visa tracking) and frequency will be agreed upon with UC.</p>
Repatriation Services	<p>To assist the Employee and family in repatriating to their home country, the Counselor will:</p> <ul style="list-style-type: none"> Conduct a needs analysis and provide counseling on eligible benefits. Coordinate delivery of the following services, as applicable to UC policy: <ul style="list-style-type: none"> a. Repatriation training (cultural orientation services, education consulting) b. Temporary Living Assistance c. Home Finding search d. Departure Assistance – Service / Lease Cancellation <p>Year after Repatriation Expense Management/Payroll Reporting Services. After Employee repatriates to home country, Supplier will collect any remaining payments (TEQ payments, and Federal, State, and local tax payments), and ensure they are reported and grossed up into compensation. Supplier will then prepare the compensation breakdown and supply to the tax team.</p>
Expense Administration	<p>This service includes management of Employee and supplier expenses; lump sum and one-time allowance payments; global tax payments; and UC-approved recurring expenses (housing norms, cost of living adjustments, rents, education allotments, automobiles, etc.); and includes the reporting of all expense payments to UC payroll. Supplier will:</p> <ul style="list-style-type: none"> Counsel the Employee on relocation expense reimbursement policy and any applicable expense related benefits. Provide the Employee and UC with centralized administration and reporting of all relocation related expenses. Audit expense reports according to UC Policy. Audit third party supplier invoices for accuracy and timeliness, compliance with UC Policy, contract and payment terms and supplier invoices. Pay expenses in the agreed upon currencies. Calculate the tax coverage according to UC-defined parameters for the U.S.; report the costs and the tax assistance according to UC-defined parameters and timeframe to all applicable parties (UC payroll, UC tax provider, the Employee, etc.); and make all expense information accessible to UC and the Employee.

Program Benefit	Services
	For U.S. employees, tax code expenses, calculate a U.S.-based gross-up and/or true-up, and report tax-coded expenses and tax treatment to all applicable parties (UC's payroll, UC's tax provider, and the Employee) according to UC direction.

Attachment B -UC Pricing
12/1/20

The table is a large grid with a header row highlighted in yellow. The majority of the cells in the grid are redacted with black boxes. There are five distinct columns of data visible, each starting with a header cell. A vertical line is positioned to the right of the table, and a horizontal line is positioned above it. The table appears to be a pricing schedule or a list of items with associated values.

The image shows a large table with a grid of rows and columns. The top row is highlighted in yellow. The first column is highlighted in yellow. The table contains several columns of data, with some cells containing black redaction marks. An orange arrow points downwards on the left side of the table.

| [Redacted] |
|------------|------------|------------|------------|------------|------------|------------|
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |
| [Redacted] |

The image shows a large table with approximately 10 columns and 25 rows. The table is almost entirely obscured by black redaction bars. The only visible content is a grid of light gray cells, suggesting a data table where the specific values have been hidden. The redactions are most prominent on the left side and in the middle of the table.



█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]
█ [REDACTED]	[REDACTED]

<ul style="list-style-type: none">[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]
<ul style="list-style-type: none">[Redacted][Redacted][Redacted][Redacted]	

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]	[Redacted]
[Redacted]	[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

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Annex 1
(Data Processor Provisions)

- a. Supplier and UC mutually acknowledge that in contracting for Supplier to provide Services to UC pursuant to this Agreement, each party may be provided access to private or confidential information controlled or owned by the other party, including, but not limited to: computer software, coding, instructions, specifications, procedure manuals, marketing materials, test and other data, reports, recommendations, plans, proposals, financial statements, financial information, Employee information (including Employees' personal and sensitive information), Employee compensation, Employee benefits plans, personal Employee data or profiles, and other documents (collectively, "Confidential Information"). Each party therefore agrees: (i) to keep, and have any of its employees and agents keep, any and all such Confidential Information confidential by not copying, publishing, or disclosing such Confidential Information to others without the prior written approval of the other party; (ii) to use such Confidential Information exclusively for the purpose of performing its respective obligations pursuant to the Agreement; (iii) to return such Confidential Information to the other party no later than thirty (30) days following the Termination Date of the Agreement (or otherwise agree to the destruction/permanent disabling of such Confidential Information in accordance with mutually agreed standards and final certification); and, (iv) to ensure that all Confidential Information received from either party shall be restricted to those employees and agents of each party who have a reasonable need to use the Confidential Information for the express purpose of performing Services as contemplated hereunder.
- b. Further, Supplier agrees to adhere to the European Community Directive on Data Protection 95/46/EC (and to the General Data Protection Regulation (EU 2016/679) ("GDPR") from the date on which it comes into force), all applicable local country laws and requirements, including without limitation data protection and privacy laws, and all applicable regulations of data protection authorities (collectively, "Privacy Laws") with regard to use of all Employee information. In particular, Supplier agrees to provide appropriate technical and organizational measures to protect Employee information against accidental or unlawful destruction or accidental loss, alienation, unauthorized disclosure or access.
- c. In all cases where Confidential Information has originated in or is processed in the European Economic Area, Supplier agrees to administer all such Confidential Information in accordance with the data processor provisions in **Annex 1** hereto:
- To provide the level of privacy protection as is required by the GDPR Principles ("the Principles");
 - To process such Confidential Information in a manner consistent with the Principles and for limited and specified purposes consistent with the consent provided by an individual employee; and,
 - To assist and respond to individuals seeking to exercise their rights under the Principles;

Nothing contained in the Agreement shall restrict either party with respect to Confidential Information that: (i) becomes publicly available through no fault of either party; (ii) was lawfully received by either party from a third party who rightfully acquired it and did not obtain it in violation of any confidentiality agreement; or, (iii) was required to be disclosed by either party to a court of competent jurisdiction or other governmental authority and reasonable notice was given by one party the other party whose Confidential Information was the subject of such compelled disclosure.

e. This Paragraph shall survive termination of the Agreement.

1

Definitions

"Data Protection Legislation" means, for the purposes of this **Annex 1**, the General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR") and any other laws applicable in the European Union from time to time that relate to data protection, privacy or the use of information relating to individuals.

“**Personal Data**” means any personal data (as defined in the GDPR) which will be processed (subject to the Data Protection Legislation) by Supplier on behalf of UC in connection with the Services.

The terms “**appropriate technical and organizational measures**”, “**controller**”, “**processor**”, “**process**”, “**data subject**”, “**personal data breach**” and “**supervisory authority**” shall, unless the context otherwise requires, each have the respective meanings given to them in the GDPR.

2 Data protection and data processing

2.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

2.2 The parties acknowledge that for the purposes of the Data Protection Legislation, UC is the controller and Supplier is the processor of the Personal Data being processed for the purposes of the Services.

2.3 Without prejudice to the generality of clause 2.1, UC will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Supplier for the duration and purposes of the Agreement. UC shall confirm to Supplier the lawful basis of processing any Personal Data which is transferred to Supplier.

2.4 The parties agree that **Annex 2** (Data Processing Information) sets out the purpose of the processing to be performed by Supplier on behalf of UC, the categories of data subjects to whom the Personal Data relate and the types of Personal Data that will be processed by Supplier on behalf of UC as Personal Data.

2.5 Without prejudice to the generality of clause 2.1, Supplier shall, in relation to any Personal Data processed in connection with the performance by Supplier of its obligations under the Agreement:

2.5.1 process that Personal Data only on the written instructions of UC unless Supplier is required by the laws of any member of the European Union or by the laws of the European Union applicable to Supplier to process such Personal Data (“**Applicable Data Processing Laws**”). Where Supplier is relying on Applicable Data Processing Laws for processing such Personal Data, Supplier shall promptly notify UC of this before performing the processing required by the Applicable Data Processing Laws unless those Applicable Data Processing Laws prohibit Supplier from so notifying UC;

2.5.2 ensure that it has in place appropriate technical and organizational measures, reviewed and approved by UC, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it);

2.5.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

2.5.4 not transfer any Personal Data outside of the European Economic Area unless the prior written consent of UC has been obtained and the following conditions are fulfilled:

2.5.4.1 Supplier or UC has in place with the non-EEA receiving entity the EU model contractual clauses as set out in Decisions 2010/87/EU or any alternative version of those clauses issued by the European Commission or such other supervisory authority from time to time;

2.5.4.2 the transfer is to a non-EEA country that is deemed to have an adequate level of protection from time to time by the European Commission or such other supervisory authority;

2.5.4.3 there is an approved code of conduct in place by an association or other body representing Supplier or UC that applies to the non-EEA territory or territories to which the Personal Data is to be transferred;

2.5.4.4 there is an approved certification mechanism in place in respect of the non-EEA territory; or

2.5.4.5 to the extent that the transfer is to an entity located in the United States, such entity participates in the EU-US Privacy Shield or such other mechanism that may replace or supersede it from time to time;

UC acknowledges that Supplier is registered with Privacy Shield and therefore UC consents to any transfers of Personal Data to any of Supplier's offices in the USA;

2.5.5 assist UC, at UC's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

2.5.6 notify UC without undue delay on becoming aware of a personal data breach affecting the Personal Data;

2.5.7 at the written direction of UC, delete or return Personal Data and copies thereof to UC on termination of the Agreement unless required by Applicable Data Processing Law to store the Personal Data;

2.5.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 2.5; and

2.5.9 [at no cost to Supplier], submit and contribute to audits and inspections carried out by UC (or a third-party appointed by UC to carry out such audits or inspections) for the purpose of ensuring Supplier's compliance with this clause 2.5. Any such audit or inspection shall be subject to the following restrictions:

2.5.9.1 UC shall provide reasonable written notice of the date of inspections or audits;

2.5.9.2 UC may perform such audits no more than once per year unless required by the Data Protection Legislation;

2.5.9.3 any third party appointed by UC to perform such audit or inspection shall be required to execute a confidentiality agreement acceptable to Supplier prior to such audit or inspection;

2.5.9.4 audits must be conducted during regular business hours, subject to Supplier's policies, and may not unreasonably interfere with Supplier's business activities;

2.5.9.5 UC must provide Supplier with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. UC may use the audit reports only for the purposes of meeting its audit requirements under Data Protection Legislation and/or confirming compliance with the requirements of this clause 2.5. The audit reports shall be confidential; and

2.5.9.6 nothing in this clause 2.5.9 shall require Supplier to breach any duties of confidentiality owed to any of its customers, employees or third parties.

2.6 UC consents to Supplier appointing sub-processors as third-party processors of Personal Data under the Agreement. Supplier confirms that it has entered, or (as the case may be) will enter, into a written agreement incorporating terms which are substantially similar (or more stringent) to those set out in this clause 2 with any such third-party sub-processor. As

between UC and Supplier, Supplier shall remain fully liable for all acts or omissions of any third-party sub-processor appointed by it pursuant to this clause 2.

**Annex 2
(Data Processing Information)**

1	Subject matter	Personal Data is processed by Supplier in connection with providing the Services requested by UC.
2	Duration	Processing will continue for the duration of the provision of the Services.
3	Nature and Purpose of Processing	The nature and purpose of the processing will be: the provision of international mobility, assignment management, and real estate support services to UC employees
4	Categories of Data Subjects	The categories of data subject whose Personal Data are processed for the purposes of the Services are: Employees of UC (including accompanying dependents, partner) Candidate new hires of UC (and accompanying dependents, partner) Retirees of UC (and accompanying dependents, partner)
5	Types of Personal Data	The types of Personal Data processed for the purposes of the Services are: Salary/title, partner Destination living requirements Family size/ dependents etc. New work location profile Assignment/relocation duration Departure home profile information

[Redacted]

[Redacted]
Justin Sullivan
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Justin Sullivan
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