

EXHIBIT A
LUMP SUM PAYMENT MANAGEMENT SERVICES

1. ONBOARDING SERVICES

- A. Client Relocation Policies. Relocity shall set up its internal systems based on each of Client's relocation policies. Relocity provides Client with an onboarding checklist that includes:
- Estimated number of relocation policies
 - Departmental codes and cost centers to be used for billing purposes
 - Protocol for handling exceptions-to-policy and out-of-policy payments
- B. Initiation Protocol. Relocity shall, together with Client, define the initiation process for Authorized Users as contained in the Form of Service Order set forth in Exhibit B.
- C. Payment Protocol. Relocity shall put together a protocol and obtain the required authorizations for accessing accounts (if applicable) to make reimbursement payments, based on Client's preferences regarding funding. There are three options:

Option 1: Relocity or its designated payment processor draws from a Client-owned account – Payments can be made daily.

Option 2: Relocity or its designated payment processor draws from an imprest account, and Client re-ups the account – Payments can be made daily.

Option 3: Client may finance payments through a third-party, subject to additional terms and conditions with the applicable third party finance provider. Relocity makes no guarantees as to the availability or terms of this option.

2. LUMP SUM PAYMENT MANAGEMENT SERVICES

- A. Support. Relocity shall make available reasonable resources to answer lump sum related questions from the Authorized User or Client.
- B. Tax Coding. Determination of taxability of each Authorized User's expenses and coding such expenses per the United State Tax Code or the written instructions of Client's accounting firm.
- C. Direct Billing. If applicable, Relocity shall follow the direct billing protocol as established during the onboarding phase.
- D. Payments. Upon approval of the payment request, Relocity or its designated payment processor will follow the payment protocol as established during the onboarding phase. Depending on said payment protocol, Relocity or its designated payment processor will either draw from an imprest account or draw from a Client-owned account, as applicable. Relocity or its designated payment processor shall make the reimbursement payment using the Authorized User's preferred payment method as provided by Client (i.e., check or ACH for domestic payments and international wire for international payments).
- Relocity shall effectuate payments within 5 business days after receiving completed payment request from Client, provided that there are available funds and the Authorized User has completed a relocation guidance call. Inaccurate reports, Relocity scheduled holidays or national holidays, insufficient funds (when drawing from an imprest account, a Client-owned account, or Client provided funds), incorrect banking information, out-of-policy expenses, and exception-to-policy requests may delay lump sum payments.

E. Reporting. Relocity shall provide the following reports to Client:

- Payroll Report – Relocity shall provide a standard report as frequently as bi-weekly to Client’s payroll department as instructed by Client for use in connection of reportable expenses as income.
- Standard Reports – Relocity shall prepare up to 6 standard system reports which will be provided by Relocity to Client on a quarterly or monthly basis, if required.
- Calculation of Tax Withholding and Payroll Report. Relocity shall perform the calculation of each Authorized User’s United States tax withholding as frequently as bi-weekly and/or year-end Gross-up, where “Gross-up” means the calculation or process offsetting, via the provision of additional income, the estimated Traveler’s tax liability caused by the reimbursement of certain expenses.
- Reporting of Assignments on International (Non-U.S.) Payroll. Relocity shall provide detailed expense reporting for each Authorized User on international payroll as frequently as bi-weekly and/or year-end to Client’s designated international tax or payroll providers as instructed by Client.
- Relocation Tax Report – Provision of a derivative of a former IRS reporting form 4782.
- Custom Reports. If Client requests Relocity to prepare any custom reports which will be provided by Relocity to Client, Client shall be billed Relocity’s standard consulting fee as set forth in Custom Programming Fees in Section 3 of this Exhibit. If Client requests data feeds, or alterations to the software, Client shall be billed Relocity’s Custom Programming Fees rate as set forth in Section 3 of this Exhibit. Relocity to provide Client with estimated time and cost in writing prior to any work being performed.

F. Storage of Records. Storage of Authorized User records and supporting documents for a period of two (2) years from the date of completion of Authorized User’s applicable service. Thereafter, Relocity may destroy any such records. Client shall have the right to request the transfer or copy of such records during the retention period, and shall bear all related transfer, copy and delivery costs.

3. PRICING

Client agrees to pay Relocity the following fees for the services outlined in this Exhibit A:

Category	Fee (US\$)	Frequency
Onboarding Services	Waived	one-time
Lump Sum Payment Management Services	\$125	per payment
Custom Programming Fees	\$300	per hour
Rush Payments*	\$50	per payment
Payment options		
Option 1: Paper check (Domestic - US)	No fee	
Option 2: ACH - direct deposit (Domestic - US)	No fee	
Option 3: Wire, Draft/Certified Check or Cross Border Payment	\$15	Per payment
*Rush payment request from Client outside of normal payment schedule		

If Client cancels its request for a transaction after Relocity has initiated the applicable Services, but before the tax coding, payment processing or payroll reporting of expenses in connection with such transaction, Client shall pay to Relocity a cancellation fee in the amount of \$25. If Client cancels its request for a transaction after Relocity has begun tax coding, processed a payment or performed payroll services, Client will not be eligible for a cancellation fee or any refund.

If requested by Client or required by Authorized User and if originally processed by Relocity as instructed by Client or Authorized User, Client shall pay to Relocity the following fees in connection with each payment to an Authorized User: (i) \$30 per stopped or bounced check, (ii) \$30 per returned ACH or returned wire transfer, (iii) \$40 per wire investigation, (iv) \$30 per reissued domestic wire transfer, (v) \$30 per reissued international wire transfer, (vi) \$40 per requested wire recall, (vii) \$40 per requested ACH reversal, and (viii) an additional \$40 per international wire to absorb any lift fees imposed by the beneficiary bank if requested by Client.

EXHIBIT B
FORM OF SERVICE ORDER

1. Personal Information

The following personal information fields are required:

Required	First Name
	Last Name
	Reference ID (e.g. Employee ID / Authorization Reference Number)
	Housing (Own, Rent, Unknown)
	Employee Status (Pre-Hire, New Hire, Existing)
<i>If applicable</i>	<i>Spouse Name</i>

2. Contact Information

The following contact information fields are required/optional:

Required	Email Address
<i>Optional</i>	<i>Phone Number (E.164 format)</i>

3. Relocation Information

The following relocation information fields are required/optional:

Required	From Location
	Destination Locality (City/Town)
	Destination Country
	Destination Region (i.e. State)
	Notes

	Company Name
<i>If marginal gross-up</i>	<i>Current Employer Wage Details</i>
<i>If applicable</i>	<i>Job Title</i>
	<i>Cost Center / Department / General Ledger Account</i>
	<i>Hiring Manager</i>
<i>Optional</i>	<i>Destination Date</i>

4. Policy Information

The following policy information fields are required:

Required	Lump Sum Amount
	Policy ID (i.e. Program Type: ● Single Domestic ● Single International ● Family Domestic ● Family International)
<i>Optional</i>	Authorization Document