Repatriation Policy
January 2014
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PepsiCo regularly benchmarks its relocation policies against its peers and reserves the right at any time to substitute, modify, revoke, suspend, terminate or change any or all terms of this policy or any plans, policies, or procedures, in whole or in part, without having to consult or reach agreement with anyone, at any time, with and without notice. This policy supersedes all prior versions of the PepsiCo International Policy whether oral or written, and may only be amended in writing by PepsiCo. Oral statements to the contrary by any associate, representative, or officer of PepsiCo shall have no force and effect. In the event the provisions of the relocation policy ever conflict with specific written plan or policy documents, such as associate benefit plans, the language of the specific plan or policy document will prevail. PepsiCo has full power and authority to administer and interpret this policy and its plans and policies, and all interpretations, actions and determinations made by PepsiCo under this policy and its plans and policies shall be conclusive and binding for all purposes on all parties. The basis of employment with PepsiCo is at will and PepsiCo has the absolute right to terminate the relationship at any time, with or without good cause or notice. This policy is being provided to you for informational purposes only. While PepsiCo expects to abide by the policies and procedures described in this policy, the policy does not imply, and should not be construed to constitute, a contract or contain a contractual commitment, nor does this policy contain any enforceable promises of any kind or a promise of continued employment for any duration.
# Summary of Benefits for Repatriation

<table>
<thead>
<tr>
<th>Benefit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Eligibility</strong></td>
<td>◦ Current internal, full-time salaried employee who repatriates to the home country to a new position with the Company</td>
</tr>
<tr>
<td></td>
<td>◦ Includes spouse/domestic partner (who qualifies under the company’s home country benefit plan or tax laws and whom you have entered into a legally binding domestic partner agreement) and dependent children (who are 18 years old or younger or who are 22 years old or younger and in full-time education) who relocate with you</td>
</tr>
<tr>
<td></td>
<td>◦ Benefits must be used within one year from your effective date of transfer</td>
</tr>
<tr>
<td><strong>Travel</strong></td>
<td>◦ Trips less than four (4) hours in duration are approved for Economy Class travel</td>
</tr>
<tr>
<td></td>
<td>◦ Trips in excess of four (4) hours in duration are approved for Business Class travel</td>
</tr>
<tr>
<td><strong>Home Finding Trip</strong></td>
<td>◦ One home finding trip to home location for up to seven (7) days for you and your spouse/partner</td>
</tr>
<tr>
<td></td>
<td>◦ Reimbursement for reasonable cost of travel, lodging, meals, laundry, telephone charges and car rental, if needed</td>
</tr>
<tr>
<td></td>
<td>◦ Child care fees not to exceed $100 USD per day</td>
</tr>
<tr>
<td><strong>Final Travel</strong></td>
<td>◦ One way travel for you, spouse/partner and children</td>
</tr>
<tr>
<td><strong>Relocation Allowance</strong></td>
<td>◦ Allowance equal to one month’s salary capped at $10,000 USD for miscellaneous expenses</td>
</tr>
<tr>
<td>Benefit</td>
<td>Description</td>
</tr>
<tr>
<td>---------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
</tbody>
</table>
| **Disposition of Host Country Automobile**  | - Assistance provided due to forced sale of automobile  
- Maximum amount of compensation will be twenty percent (20%) of the market price or the actual loss amount, whichever is less |
| **Transport of Automobile**                 | - Up to $3,000 USD toward shipment of one automobile                                                                                                                                                    |
| **Temporary Living**                        | - Up to thirty (30) days for renters and sixty (60) days for homeowners of temporary living at Company-approved facility                                                                                  |
| **Household Goods Shipment**               | - Packing/unpacking, shipment and delivery of allowable personal and household effects from host to home countries via surface shipment  
- Air shipment of personal effects  
- Subject to limits based upon family size  
- Repair or replacement value insurance when claim is made within ninety (90) days of delivery |
| **Household Pets**                          | - Up to maximum reimbursement of $2,500 USD for the shipments of dogs and cats to home location, as permitted  
- Veterinary preparation and quarantine requirements are not covered |
| **Spouse/Partner Job Search Assistance**    | - Assistance with job search through the IMPACT Group for your spouse/partner                                                                                                                                 |
Introduction—Statement of Policy

The purpose of this document is to set forth and explain the relocation policy of PepsiCo, Inc., its divisions, subsidiaries and affiliates (the “Company”) to eligible employees who are repatriating to their home country at the request of the Company. This policy is only applicable to internal, full-time, salaried employees who are returning to their home country from an international assignment to a new position with the Company in their home country. Employees who voluntarily terminate their employment or who are involuntarily terminated for gross or willful misconduct are not entitled to repatriation assistance.

The provisions of this policy also apply to your eligible dependents who are currently with you in your assignment location. Your eligible dependents consist of your legal spouse, domestic partner (who qualifies under the Company’s home country benefit plan or tax laws and with whom you have entered into a legally binding domestic partner agreement) and dependent children who relocate with you on assignment. Dependent children consist of your children, including stepchildren, who are 18 years old or younger or who are 22 years old or younger and in full-time education.

Policy Interpretations/Changes

The Company maintains overall responsibility for the repatriation policies and procedures. The policies are under constant review to ensure that changes in existing policies are responsive to:

- Our objective for making the repatriation and resettlement experience comfortable for you and your family
- Competitive practice
- The Company’s business conditions

Although these policies have been designed to be as comprehensive as possible, the Company may change the policy to better meet the needs of assignees or to permit the Company to address diverse business and social environments and competitive practices.
Policy Administration

PepsiCo Inc.’s Global Relocation Department is responsible for the administration, interpretation and approval of this program. Any interpretations and determinations made by the Global Relocation Department are final and binding on all relevant parties.

As there are numerous essential activities that must take place in the selection and preparation of international assignees and their families, the Company has developed a process to ensure that both company and personal needs are addressed in as timely and complete a manner as possible. The Company has selected and partnered with Cartus, an international relocation management company, to provide assistance to you.

You will be assigned a dedicated International Assignment Consultant (IAC), who will be your central point of coordination during the relocation process. All questions relating to the interpretation, application, or administration of any of the provisions under this policy should be directed to your designated IAC.

The Company does not normally permit exceptions to policy, however, if a unique or exceptional circumstance arises, there is a formal process in place that must be followed in all instances. Any exception request must be submitted in writing and directed to your Cartus IAC. Your IAC will submit your request to Global Relocation. Any policy exceptions will require written approval by the Vice President of Human Resources and the Global Relocation Director. Verbal approvals will not be honored.

Reimbursement of Expenses

You will be reimbursed for reasonable, necessary and properly authorized expenses covered by this policy. You are expected to maintain expenses at a conservative level. The Company may, at its discretion, choose not to reimburse, in full or in part, an expense that is deemed unreasonable or excessive. Only expenses that are incurred as a direct result of the move home are eligible for reimbursement. All requests for reimbursement must be submitted to Cartus as soon as possible. For expenses that will be directly reimbursed to you, Cartus will process your expense reimbursements when your completed relocation expense report and original receipts are received. You should expect reimbursement within seven (7) to ten (10) business days.

All dollar amounts stated in this policy are in U.S. dollars. Expenses not addressed in this policy and business-related expenses are not eligible for reimbursement under this policy. Use of your corporate credit card is not permitted for relocation expenses.
General Information

Reimbursement of air travel will be limited to the actual cost of Economy Class fare for trips with durations less than four (4) hours. Trips with durations of four (4) hours or greater will be eligible for reimbursement at the actual cost of Business Class fare. Note: this policy will supersede any local/regional T & E policies.

Cartus is capable of wiring funds in multiple currencies. To receive a wire, you must provide the Cartus Financial Control Team with your bank account information, including: bank name, address, telephone number, account number, routing number and IBAN number in Europe. The Company will cover the fees, if any, associated with wiring funds to your bank. For security purposes, you will need to send your banking information to: customerbankinginformation@cartus.com.

The use of your corporate credit card for relocation expenses is strictly prohibited.

Important: Reimbursement Notes

- You are required to submit all items eligible for reimbursement as soon as possible. Submission via the online expense report must be made within your one (1) year eligibility period and in no event, later than February 15th of the year following the year in which you incurred the expense.

- Unless otherwise stated, all reimbursement payments will be made to you as soon as administratively practicable following your submission of the online expense report. In no event will payments be made later than March 15th of the year following the year in which you incurred the expense.

- If your employment terminates for any reason, all relocation benefits will immediately cease, including but not limited to recurring benefits, tax assistance recalculation and allowances.
General Information

Steps to Follow for Reimbursement

Use the following steps for online submission of expenses:

- Submit your relocation expense report online at https://online.cartus.com
- Upon completion of your submission, use the “View Report & Upload Receipts/Documentation” link to upload your receipts directly to CartusOnline
- Alternately, receipts can be emailed or faxed to Cartus if you do not have access to image and upload receipts to CartusOnline
- The bar-coded cover sheet you print out must accompany the faxed receipts so that they can become automatically attached to your file, expediting the reimbursement process
- The fax number is listed on the bar-coded cover sheet
- You will be notified of disbursements via email

Use the following steps for filing a paper copy of your relocation expense report:

- Complete your expense report
- Reference your file number on either the fax cover page or the expense report
- Complete and sign the expense form, attaching all original receipts
- Create a cover page and fax the entire document to 1-913-322-6359

Important to Remember: Expenses

- Relocation expenses must be separate and distinct from business expenses
- Credit card statements cannot be used in lieu of original receipts
- In order to determine the federal and state tax liability for reimbursed expenses, all relocation expenses must be reported accurately
Exchange Rates
The Company will not be responsible for any loss incurred as a result of changes in the value of currency. In terms of your expense reimbursements, Cartus will purchase funds from reputable financial institutions. You will be reimbursed the same amount as the currency you paid. Reimbursement in an alternative currency carries with it the risk of devaluation during the exchange.

Repayment Agreement
Moving an employee is a substantial investment by the Company. Therefore, if you voluntarily leave the Company within one (1) year after your date of transfer or during your relocation, all payments by the Company under this policy will cease. Additionally, you will be required to repay all of the expenses incurred by the Company with respect to your relocation.

Benefit Period
You will be allowed one (1) year from your date of transfer to complete and submit relocation expenses for reimbursement, unless specifically stated otherwise in the body of this agreement. If your employment terminates for any reason, all relocation benefits will immediately cease, including but not limited to recurring programs, tax assistance recalculation, bonuses and allowances.

Tax Assistance
Tax treatment of relocation expenses and the tax impact of the activities addressed in this policy vary from country to country. Prior to your repatriation you may be entitled to receive tax advice by the Company designated tax provider. Please contact your Global Talent Mobility Relationship Manager for proper direction.

Time Off for Relocating
At the discretion of your manager, you may be granted up to three (3) days off in the origin and destination locations in order to address relocation-related issues. Please consult with your manager for approval.
Pre-Departure Preparation

Travel Arrangements
You are responsible for making your own travel arrangements, either through your own travel company or you may schedule travel through one of the Company’s primary travel agencies. If you are interested in having your airfare directly billed to the Company, this can only be accomplished through certain travel agencies. To pursue this option, contact your Cartus IAC who will need to authorize your move with the applicable travel agency.

If you are scheduling your travel personally, expenses should be charged to your personal credit card. The Company will reimburse all relocation-related travel expenses through Cartus. **Do not charge these expenses to your corporate credit card.**

Trips that are less than four (4) hours duration are approved for Economy Class travel. Trips in excess of four (4) hours duration are approved for Business Class travel. A trip is considered the complete time from origin to destination, regardless of interim stops or plane changes.

If car rental is applicable, cars should be rented through one of the Company’s preferred rental car providers in order for vehicle insurance to be included. If a Company-preferred rental car provider is unavailable, you are required to purchase the damage insurance. The Company will reimburse the insurance coverage.

Home Finding Trip
Upon acceptance of your new position and authorization for repatriation, you and your spouse/domestic partner will be eligible to take one (1) home finding trip to your home location for a maximum of seven (7) days. Reimbursement will include the reasonable cost of travel, lodging, meals, laundry, telephone charges and car rental, if needed. Children and other travelers will not be eligible for expense reimbursement. The Company will reimburse reasonable and documented childcare fees, not to exceed $100 USD (or local currency equivalent) per day. The Company will reimburse airfare expenses up to $700 USD (or local currency equivalent) if you wish to have a family member stay with young children in lieu of the babysitting expense.

Travel Accident Insurance is provided by the Company while you are traveling to locate a residence.
Repatriation Support Services

Where necessary, your Cartus IAC will arrange for a professional Destination Services Provider to support you on the ground in your home country. This support may consist of area orientation, accompanying you and your spouse/domestic partner while house hunting, reviewing the lease, settling in support, providing you with a school overview, the location of medical facilities and shopping.

**Homeowner Options**

Upon repatriation to the home country as an active employee, your home assistance will be as follows:

If your property is in property management, program assistance will cease upon repatriation in accordance with the terms of the diplomatic clause. No home sale assistance or home purchase assistance will be available in that location. Home purchase may be available if you are returned to a different work location.

If you were a homeowner and the property was sold at the time of your original transfer, home purchase assistance will be provided upon repatriation in accordance with the local domestic policy.

If you were not a homeowner at the time of the original transfer, no home purchase assistance will be provided.

**Final Trip Travel Guidelines**

One way travel, using the most direct route to the home location, is authorized for you and all eligible dependents during repatriation. If any part of your trip lasts more than eight (8) hours, the Company will pay for a one-night stopover. Reimbursable stopover expenses include local hotel and meals for you and eligible dependents. Side trips to other locations are prohibited from reimbursement.

Expenses should be submitted to Cartus for reimbursement.

Travel Accident Insurance is provided by the Company while you are in transit from your assignment location to your home location.

**Relocation Allowance**

To assist you with miscellaneous expenses incurred as a direct result of your repatriation, you will be granted an allowance equal to one (1) month’s base salary at the post transfer rate not to exceed a cap of $10,000 USD (or local currency equivalent). The allowance is designed to assist in covering incidental expenses not covered by the repatriation policy or that may be unique to your family. Expenses may include, but are not limited to the following:
Repatriation Support Services

<table>
<thead>
<tr>
<th>Relocation Allowance Description of Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utility hook-ups and deposits including telephone and cable installation</td>
</tr>
<tr>
<td>Childcare fees beyond the coverage provided by this policy</td>
</tr>
<tr>
<td>Car loss beyond the coverage provided in this policy</td>
</tr>
<tr>
<td>Bank charges for opening new accounts and similar services</td>
</tr>
<tr>
<td>Shipment, tariffs and insurance of items shipped, that are not covered by this policy</td>
</tr>
</tbody>
</table>

You should initiate payment of your relocation allowance with your Cartus IAC within thirty (30) days of your effective transfer date. Failure to do so will render you ineligible to receive it. No receipts are required to substantiate this payment.

**Temporary Living Expenses**

The Company will cover reasonable expenses associated with up to thirty (30) days of temporary living between the host and the home location for renters, and up to sixty (60) days for homeowners, at a Company-approved facility. Temporary living may be required as you vacate your host residence in the host location and while awaiting the arrival of your household goods in the home location. This includes the cost of lodging, meals, rental car (if no company car or car allowance is provided), bi-weekly housekeeping and laundry while in temporary living. Non-move-related expenses will be the employee's responsibility and business expenses should be handled through the Company T & E process. Your Cartus IAC can help clarify questions regarding eligible expenses.
Repatriation Support Services

Renter—Lease Cancellation

If you rent your primary residence in your host location, the Company will reimburse up to three (3) month’s rent to cancel your lease, if required by the lease agreement. The Company will not reimburse penalty or expenses incurred as a result of failure to provide the landlord with appropriate written notice of intent to vacate, damage to the property, or vacating condition requirements. Receipts (i.e., cashed checks, or letters from the landlord) for eligible expenses must be submitted to Cartus for reimbursement.

You will be provided with Departure Services to assist you with meeting all of the requirements for breaking the lease in your host country. You or your spouse/domestic partner is required to participate in the final walk-through with the landlord. Failure to attend will deem you responsible for the landlord’s findings in the case of a dispute.

Household Goods Shipment

The Company will provide for the packing/unpacking, shipment, and delivery of allowable personal and household effects from the host country to the home location. At the home location, the moving company will assemble any goods that were disassembled for shipping purposes. The Company will not cover fees for the assembly of furniture purchased at the host location.

Surface Shipment Limitations

Maximum shipping limits will vary based on family size. Supplemental shipments are not permitted.

You must ship the majority of your household goods by surface transportation, unless shipping by air can reduce your handling charges or temporary living expenses. Your Cartus IAC must review requests to ship by air. Alternatively, you and your family may take necessary items as excess baggage when you fly to your new location. Reasonable excess baggage charges up to 100kg per person will be reimbursed by the Company.

Based upon your family size, you may ship goods up to the following volume and weight limits. You will be responsible for the cost of shipping any items that exceed the allowable volume or weight limits. The allowable volume or weight are ten percent (10%) higher than that of the original shipment permitted by the relocation policy when commencing an international assignment.
Unless mandated by local customs and duties, the shipment is handled door-to-door.

**Air Shipment**

When eligible, and as necessary, the Company will pay for a small, separate, shipment of personal effects to be air-shipped to the home location for immediate usage while the assignee is waiting for the arrival of household goods. Maximum shipment per assignment type is listed below:

**Maximum Air Shipment Guideline**

<table>
<thead>
<tr>
<th>Family Size</th>
<th>Container Size</th>
<th>Approx. Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>One D container</td>
<td>62 cubic ft. holds approximately 205 kgs or 450 lbs</td>
</tr>
<tr>
<td>2–3</td>
<td>Two D containers</td>
<td>62 cubic ft. holds approximately 205 kgs or 450 lbs each</td>
</tr>
<tr>
<td>4 +</td>
<td>Two LDN containers</td>
<td>94 cubic ft. holds approximately 340 kgs or 750 lbs each</td>
</tr>
</tbody>
</table>

Questions regarding container size should be directed to the Moving Coordinator.
Repatriation Support Services

**Crating**
If deemed necessary by the movers, the following items may be approved for crating:

<table>
<thead>
<tr>
<th>Eligible for Crating</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flat screen TVs</td>
</tr>
<tr>
<td>Oil paintings</td>
</tr>
<tr>
<td>Glass tops</td>
</tr>
<tr>
<td>Pictures with glass/gilded frames</td>
</tr>
<tr>
<td>Marble tops</td>
</tr>
<tr>
<td>Large mirrors</td>
</tr>
<tr>
<td>Cabinet doors with glass</td>
</tr>
<tr>
<td>Any item valued at over $25,000 USD</td>
</tr>
</tbody>
</table>

**Restricted Items**
You must abide by the shipping company restrictions and regulations. The Company will not cover the expenses related to the items listed below:

<table>
<thead>
<tr>
<th>Restricted Shipment Items</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perishable foods, alcohol and wine collections</td>
</tr>
<tr>
<td>Recreational motor vehicles such as motorcycles, airplanes, gliders, campers and boats</td>
</tr>
<tr>
<td>Hobby or building materials such as lumber, cement, sand and slate</td>
</tr>
<tr>
<td>Hazardous or flammable materials such as propane tanks and aerosol cans</td>
</tr>
<tr>
<td>Jewelry, furs, antiques, pianos, works of art, china, crystal, coin or stamp collections, and other items of unusual value</td>
</tr>
<tr>
<td>Live plants, shrubbery, fertilizer</td>
</tr>
<tr>
<td>Portable swimming pools, hot tubs, pool tables</td>
</tr>
<tr>
<td>Other items the shipping company or host country deems inappropriate</td>
</tr>
</tbody>
</table>

**Import/Customs Duties**
In cases where import duties are assessed, the Company will pay any expenses levied on normal personal effects and household goods. Any duty on items included on the restricted items list will be your responsibility.
**Insurance**

The Company will provide insurance, at replacement value, for all normal household goods while in transit. If an item is damaged, the insurance company will determine if the item can be repaired. If the item cannot be repaired, a replacement will be made with material of like kind and quality. You are required to complete a valued inventory list prior to the move for items you consider to be of high value. You should be provided a specific form for these items.

All insurance claims must be submitted within **ninety (90) days** from the date you accept delivery. Your claim must be submitted on the proper claim form provided by the mover. If you do not submit a claim within the ninety-day timeframe, your claim will not be paid.

Items that are not covered by the Company-provided insurance include the items listed below:

**Non-Insurable Items**

- Works of art
- Antiques
- Jewelry
- Currency and securities
- Important documents (e.g., birth certificates, school records, health records, passports)
- Collectibles (e.g., books, coins, cards, stamps)
- Sentimental objects (e.g., photo albums, family heirlooms)

At your own expense, you should make other arrangements to transport and obtain appropriate insurance in the event of damage or loss of these items. The Company does not reimburse the cost of any additional insurance coverage.
**Repatriation Support Services**

**Household Pets**
The Company provides a maximum reimbursement of $2,500 USD (or local currency equivalent) for the shipment of domestic household pets (i.e., dogs, cats) back to your home location, as permitted by the home country. The Company will not support shipment of pets other than dogs and cats.

You should be aware of customs, quarantine restrictions, and other requirements for bringing animals into the home country. Veterinary preparation and quarantine requirements will be at your expense. Check the quarantine regulations with your Move Coordinator. Planning ahead can provide you with alternatives to costly quarantine at the home location. Should additional funds be necessary, assignee is to utilize the Repatriation Allowance.

**Automobiles**

**Shipping**
The Company will pay to ship one (1) personally owned car to your new location if shipping is an option. Reimbursement will not exceed $3,000 USD (or local currency equivalent). Any additional costs would be your responsibility.

**Disposition of Owned Car**
The Company provides coverage to help minimize your financial exposure due to a forced automobile sale. Coverage is based on the difference between the selling price and the average "market price" for a comparably equipped vehicle of the same make and year. Your IAC will guide you as to what resources are acceptable to use in determining market price. In the U.S., U.K., and Australia the market price will be the average of the wholesale and retail prices quoted in the “Used Car Guide.” In countries where no guide is available, the market price will be the average of Dealership Trade-In Value and current advertised prices. All methods of determination will take into consideration the condition of the vehicle, mileage and amenities. You must collect proof of value, ownership, sale and payment when submitting this expense for reimbursement. Required documentation includes:

- Proof of car value: Copy of online, newspaper or dealership car valuation
- Proof of ownership: Copy of title, insurance or registration document
- Proof of Sale: Bill of sale or receipt
- Proof of payment: Bank statement reflecting total sale deposit
Repatriation Support Services

The maximum amount of protection will be twenty percent (20%) of the market price or the actual loss amount, whichever is less. Protection will not apply to an automobile that was shipped to the assignment location, or to any automobiles in which the purchase was the subject of a cash grant under another policy.

**Examples of Loss Coverage**

**Market Price = $28,000 USD**

**Scenario 1**
Selling Price = $23,000 USD  
*No out-of-pocket for employee*

Loss = $5,000 USD  
*Company reimbursement = $5,000 USD*

**Scenario 2**
Selling Price = $21,000 USD  
*Employee out-of-pocket $1,400 USD*

Loss = $7,000 USD  
*Company reimbursement = $5,600 USD*  
(or 20% of $28,000 USD Market Price)

You will be protected on the forced sale of up to two (2) cars, depending on whether a car is being shipped and whether a Company car is assigned, as follows:

<table>
<thead>
<tr>
<th>If a car is shipped</th>
<th>If NO car is shipped</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>If you currently have a Company car</strong></td>
<td><strong>No cars eligible for the Forced Sale</strong></td>
</tr>
<tr>
<td><strong>If you currently do not have a Company car</strong></td>
<td><strong>One (1) car eligible for Forced Sale</strong></td>
</tr>
</tbody>
</table>
Disposal of Leased Automobile
Protection will not apply to any automobiles in which the lease was the subject of a cash grant under another policy.

There are two ways to dispose of a leased car. The first method is to turn in your car early and pay the penalty to the leasing company. The second is to purchase the car from the leasing company and then turn around and sell it. In either case, the Company will provide coverage to help you minimize your financial exposure. The Company assistance will be based upon the leasing company’s established selling price for the car. The maximum amount of Company reimbursement will be twenty percent (20%) of the leasing company’s established selling price.

Once you decide the method of disposal for your car, then you will need to submit proper documentation to your IAC to receive coverage. If you choose to pay the penalty and turn your car in early, you will need to obtain a selling price on the vehicle from the leasing company. The Company will use that selling price to determine the amount of assistance. In addition, you must submit a copy of the lease, documentation of the penalty and your proof of payment.

If you choose to purchase the car and then sell it, you will need to submit documentation of the purchase price (the leasing company’s established selling price), proof of payment, as well as proof of the sale. The proof of sale can be a copy of the buyer’s payment or documentation of payment from a financial institution. If you need an advance from the Company in order to pay off the lease, your IAC can assist you with an advance of funds. You will have thirty (30) days to repay the advance or submit your paperwork plus any funds owed to clear the advance.
Examples of Loss Coverage:

**Leasing Company established selling price = $18,000 USD**

<table>
<thead>
<tr>
<th>Scenario 1: Selling the Leased Vehicle</th>
<th>Scenario 2: Early Termination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Early Termination</td>
<td>Penalty to Leasing Company</td>
</tr>
<tr>
<td>Payment to Leasing Company</td>
<td>$5,000 USD</td>
</tr>
<tr>
<td><strong>$18,000 USD</strong></td>
<td>Loss</td>
</tr>
<tr>
<td>Re-Sale Price</td>
<td><strong>$5,000 USD</strong></td>
</tr>
<tr>
<td><strong>$15,000 USD</strong></td>
<td>Loss</td>
</tr>
<tr>
<td>Loss</td>
<td><strong>$5,000 USD</strong></td>
</tr>
<tr>
<td><strong>$3,000 USD</strong></td>
<td>Company Reimbursement</td>
</tr>
<tr>
<td>Company Reimbursement</td>
<td>$3,600 USD (or 20% of $18,000</td>
</tr>
<tr>
<td><strong>$3,000 USD</strong></td>
<td>USD established selling price</td>
</tr>
<tr>
<td><strong>No out-of-pocket to employee</strong></td>
<td>Employee out-of-pocket</td>
</tr>
<tr>
<td></td>
<td><strong>$1,400 USD</strong></td>
</tr>
</tbody>
</table>

Spouse/Domestic Partner Job Search Assistance

This program is provided to spouses/domestic partners who were employed at the former location. Your IAC initiates the service at the time the move process begins and a professional career management firm administers the program. The service provides resume preparation, coaching on interviewing skills, job lead development and networking. The success of this program depends on active participation by the spouse/domestic partner.
Compliance with Code Section 409A

It is the intention of the Company that any benefits or reimbursements provided under the Policy are exempt from section 409A of the Internal Revenue Code because (i) such benefits are not taxable to the employee, (ii) the Policy does not represent a legally binding right, or (iii) the benefit or reimbursement will be provided within 2 ½ months following the end of the year in which the expense was incurred.

However, with regard to any payment relating to tax preparation and assistance that would fit within the definition of the term “gross-up payment,” such payment shall comply with the requirements of Treasury Regulation § 1.409A-3(i)(1)(v) (or any successor provision) and shall be paid to or on behalf of the employee no later than the end of the taxable year following the employee’s taxable year in which the taxes were paid to the taxing authority. With respect to any other payment of tax costs, this Policy shall comply with Code section 409A and Treas. Reg. § 1.409A-3(i)(1)(iv) with regard to the requirements for reimbursements, as described below, to the extent applicable, for the period that an employee’s tax-equalization rights under this Policy exist.

To the extent any other reimbursements or in-kind benefits provided under the Policy are subject to Code section 409A, such reimbursements, payments, or in-kind benefits, will be provided by the Company in accordance with Code section 409A and Treas. Reg. § 1.409A-3(i)(1)(iv). Accordingly, the Company shall reimburse the employee for any such fees and expenses promptly upon delivery of reasonable documentation, provided, however, all invoices for reimbursement of fees and expenses must be submitted to the Company and paid by the end of the calendar year following the calendar year in which the fee or expense was incurred. The reimbursements made or benefits provided during one calendar year shall in no way affect the reimbursements made or benefits to be provided in any other year and the right to the reimbursements or benefits shall not be subject to liquidation or exchange for any other benefit.