

PURCHASE ORDER TERMS AND CONDITIONS

1. General. This Purchase Order is an offer by Anywhere Real Estate Services Group LLC or, if an affiliated entity of Anywhere Real Estate Real Estate Services Group LLC is the buyer or purchaser under this Purchase Order, such affiliated entity ("Buyer") to the seller or service provider listed on this Purchase Order ("Seller"), and acceptance of such offer is limited to _____ provisions without additions, deletions, or other modifications. Buyer will not be responsible (including for any payment) for goods or services delivered without _____ acceptance of this Purchase Order Terms and Conditions.

2. Acceptance. This Purchase Order shall be accepted by Seller by delivering the goods or services by the specified delivery date. This Purchase Order is limited to the terms and conditions: (i) specified herein; (ii) specified on the face of this Purchase Order; and (iii) if applicable, specified in Buyer's written agreement with Seller.

12. Invoices. Seller shall issue a separate invoice for each separate shipment of goods or upon completion of the services. Each invoice shall include:(i) the Purchase Order number; (ii) Buyer's part numbers; and (iii) quantities of goods shipped or quantity of services performed (including, where applicable, the amount of time spent performing the services)

the sole and exclusive property of Buyer. All elements of the Work Product that are protectable by copyright

To the extent that any Work Product does not constitute a work made for hire, or to the extent that ownership of any rights therein does not otherwise automatically vest in Buyer, Seller hereby irrevocably assigns to Buyer all right, title and interest in such Work Product, including all Intellectual Property Rights, and any registrations or applications relating thereto. Upon Buyer's request, Seller will (at no additional cost to Buyer) provide such cooperation as Buyer may reasonably request (including the execution of documentation requested by, and in a form acceptable to, Buyer) to confirm, obtain, register, transfer, and/or preserve in the name of Buyer (or its designee) the Work Product and to assist in any proceeding or litigation relating to the Work Product. Buyer will retain ownership rights to any and all of its own intellectual

SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY BUYER TO SELLER UNDER THIS PURCHASE ORDER.

18. Confidential Information. Seller shall at all times keep confidential all information of Buyer, its affiliates, their franchisees, and each of their employees, independent contractors, and customers that is provided to Seller (or to which Seller has access) during the course of performance under this Purchase Order ("Confidential Information"). Confidential Information shall include, without limitation, Personal Data. Unless Buyer consents in writing, Seller shall not use Confidential Information for any purpose other than as necessary in performance under this Purchase Order and will not disclose any Confidential Information to any third parties. Seller agrees to safeguard all Confidential Information with at least the same degree of care (which in no event shall be less than reasonable care) as Seller uses to protect its own confidential information. Upon termination or expiration of, or completion of the provision of all goods and services under, this Purchase Order, Seller shall (at Buyer's option) destroy or return to Buyer all materials in whatever form containing any Confidential Information, including but not limited to all franchisee and customer contact information. Seller shall have a written information security program outlining appropriate technical, administrative, and physical controls, and be responsible for implementing appropriate industry standard measures to protect the privacy, security and confidentiality of Confidential Information, including Personal Data, against the risk of loss, misuse, unauthorized access by or exposure to an unauthorized third party. Seller shall not: (i) without Buyer's prior written consent and without premises any Confidential Information, computer systems, and/or other data, information or property of Buyer or its affiliates or their employees, franchisees, or customers.

19. Assignment; Subcontractors; Independent Contractor. Seller shall not assign this Purchase Order or any rights, nor delegate any duties or obligations, to any third party. Any attempt to do so will be void. Seller shall be solely responsible for the work of and payment to, as well as for any breaches of this Purchase Order by and acts and omissions of, any agent or subcontractor. This Purchase Order shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. All services performed by Seller will be performed as an independent contractor, and Seller

