

Supplier Policies Schedule

1 SUPPLIER PERSONNEL REQUIREMENTS

1.1 Supplier Relationship Manager. Upon State Fund request, Supplier¹ will assign an experienced manager who will: (a) manage Supplier's performance obligations; (b) serve as State Fund's primary point of contact for operational matters; (c) cooperate with State Fund and promptly answer queries; and (d) have day-to-day decision-making authority for managing Supplier activities, Services² delivery, Supplier's relationship with State Fund, and State Fund's overall satisfaction with Supplier's performance (the "Supplier Relationship Manager"). The Supplier Relationship Manager is subject to State Fund's approval.

1.2 Staffing Levels. Supplier shall provide an adequate number of Supplier Personnel³ to perform the Services. Supplier Personnel must be qualified and capable of performing assigned tasks in a timely and high-quality manner.

1.3 Qualifications. Supplier Personnel shall be properly educated, trained, and qualified with respect to the Services. Supplier shall provide adequate training and education for Supplier Personnel such that they remain current with industry and technology developments and changes. State Fund will not pay for any Supplier Personnel training or education.

1.4 Background Checks. Before assigning any Supplier Personnel to provide the Services, Supplier shall conduct appropriate criminal background checks, driving record checks, and review of the employment records (collectively "Investigations"). Supplier shall certify to State Fund upon request, that: (a) Supplier has performed these Investigations; and (b) no Supplier Personnel have any criminal felony conviction involving dishonesty, fraud, or breach of trust. In conducting Investigations, Supplier shall: (a) comply with applicable Laws⁴; and (b) complete a nation-wide search. If any Supplier Personnel admits to a felony conviction involving dishonesty, fraud, or breach of trust, or Supplier learns of any such conviction during the Term⁵, Supplier shall immediately replace that individual. As to additional personnel screening requirements, if a Statement of Work⁶ ("SOW") conflicts with this section, the SOW terms will control.

1.5 No Concurrent Competitor Assignments. Supplier Personnel will have access to State Fund's Confidential Information⁷ and therefore must safeguard that information from State Fund's competitors. To that end, Supplier shall not assign any individual Supplier Personnel working on State Fund's account to any State Fund competitor's account (e.g., any California licensed workers' compensation insurance carrier) without State Fund's prior written consent (a) while that individual is assigned to State Fund's account, and (b) for the year after (or other period specified in the applicable SOW) that individual no longer provides Services for State Fund's account.

1.6 Continuity. Unless State Fund requests or approves, Supplier will not remove or reassign any Supplier Personnel before their assigned tasks are completed, except if their employment is terminated or there are grave personal circumstances. Supplier will use all reasonable efforts, consistent with State Fund's resource requirements and staffing preferences to minimize turnover on State Fund's account.

1.7 Removal. State Fund has the right to require immediate removal of any Supplier Personnel from its account if State Fund determines, in its sole discretion, it is in State Fund's best interests. Supplier shall promptly replace the Supplier Personnel removed from State Fund's account with Supplier Personnel having the required ability, experience, and qualifications. Nothing in this Agreement gives State Fund the right to require Supplier to terminate any individual's employment or contractual

relationship; it is intended to give State Fund only the right to require that Supplier discontinue using such individual in performing the Services.

2 STATE FUND FACILITIES, EQUIPMENT, AND SYSTEMS.

2.1 General. While at State Fund Facilities⁸, using State Fund equipment, or using State Fund systems, Supplier shall cause Supplier Personnel to: (a) comply with State Fund policies and procedures provided to Supplier Personnel, the State Fund Code of Conduct⁹, and all other reasonable requests; and (b) otherwise conduct themselves in a professional and businesslike manner. State Fund Facilities and systems are available to Supplier and Supplier Personnel on an “as is, where is” basis, with no warranties whatsoever.

2.2 Use. Supplier and Supplier Personnel shall use the State Fund Facilities and systems efficiently and without interfering with State Fund's business operations. Supplier shall permit State Fund and its agents and representatives to enter at any time into areas of State Fund Facilities and systems occupied by Supplier Personnel. Supplier and Supplier Personnel shall not damage or unlawfully use State Fund Facilities or systems. Supplier will be responsible for any damage to or unlawful use of the State Fund Facilities or systems caused by Supplier or Supplier Personnel. Supplier or Supplier Personnel shall not make any improvements or changes involving structural, mechanical, or electrical alterations to the State Fund Facilities without State Fund's prior written approval in each case. Any improvements to the State Fund Facilities become the property of State Fund. When the State Fund Facilities are no longer required for performing the Services, Supplier or Supplier Personnel shall return them to State Fund in substantially the same condition as when Supplier began using them, subject to reasonable wear and tear.

2.3 Restrictions and Monitoring. Supplier and Supplier Personnel shall use the State Fund Facilities and systems solely and exclusively for providing the Services. Supplier and Supplier Personnel are advised that State Fund monitors State Fund Facilities and systems, e.g. security cameras, e-mail, and internet usage. Supplier and Supplier Personnel should have no expectation of privacy with respect to State Fund Facilities and systems. Personal or other misuse of State Fund Facilities or systems are grounds for removal of Supplier Personnel. Except as stated in a SOW, Supplier and Supplier Personnel must not alter any hardware or software security in State Fund Facilities or systems. Supplier and Supplier Personnel must not allow unauthorized traffic to pass into or out of State Fund Facilities or systems.

2.4 Exclusion from State Fund Facilities and Systems. State Fund has the right to immediately exclude any Supplier Personnel from State Fund Facilities or terminate access to State Fund systems.

¹ Supplier means the contracting entity so named and referenced in the Agreement.

Agreement means the Master Agreement, all SOWs, schedules, exhibits, addenda, and other appendices that constitute the entire agreement between the parties.

Master Agreement means the parent terms and conditions document (excluding the schedules, SOWs, exhibits, addenda, and other appendices).

² Services means, collectively, the services, functions, responsibilities, and Deliverables set forth in each Statement of Work and the Agreement.

Deliverables means all items or works provided, or to be provided, by Supplier to State Fund as part of the Services.

³ Supplier Personnel means Supplier's employees, third party agents, independent contractors, consultants, and Subcontractors assigned to perform the Services pursuant to the Agreement.

Subcontractor means, with respect to Supplier, any subcontractor, independent contractor, or affiliate of Supplier.

⁴ Law means all federal, state, provincial, regional, territorial, and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters, and other official releases (as supplemented, amended, or replaced from time-to-time) of or by any government, or any authority, department, or agency thereof.

⁵ Term means the term or length of the Agreement, including any extensions.

⁶ Statement of Work means a statement of work or product schedule executed by the parties pursuant to the Agreement.

⁷ Confidential Information means State Fund Confidential Information, Supplier Confidential Information, and Personal Information.

State Fund Confidential Information means all information, regardless of form, that State Fund provides to Supplier, and all information Supplier obtains from a third party on behalf of State Fund or in furtherance of providing the Services to State Fund (e.g., Personal Information, financial information, intellectual property, software, along with the requirements of the Agreement and SOWs).

Supplier Confidential Information means all information, regardless of form, furnished or made available by Supplier, that is marked confidential, restricted, or similarly designated, except information that State Fund can demonstrate: (1) was in the public domain when disclosed; (2) after disclosure, is published or is in the public domain independent of State Fund's actions; (3) that State Fund already possessed when the information was disclosed; (4) was received after a third party's disclosure that had a lawful right to disclose the information without any further restrictions on use or disclosure; or (5) that State Fund independently developed without reference to Supplier's information.

Personal Information means any data or information collected, maintained, or provided by, or obtained on behalf of State Fund that can be used to identify a specific individual or that is subject to protection under the CCPA (California Consumer Privacy Act), CMLIA (Confidentiality of Medical Information Act), or any other relevant privacy Laws. For the avoidance of doubt, as to State Fund employees, Personal Information also includes online browsing history, location information, and the like.

⁸ State Fund Facilities means any State Fund physical location, premises, or equipment used by Supplier Personnel to perform the Services.

⁹ Code of Conduct means the policies and procedures established by State Fund that provide for a safe and secure workplace and that are applicable to all persons working at State Fund Facilities or that have access to State Fund's computing environment.