

# MOVE INC

## FORM 8-K (Current report filing)

Filed 12/28/11 for the Period Ending 12/21/11

Address	30700 RUSSELL RANCH RD WESTLAKE VILLAGE, CA 91362
Telephone	8055572300
CIK	0001085770
Symbol	MOVE
SIC Code	6531 - Real Estate Agents and Managers
Industry	Computer Services
Sector	Technology
Fiscal Year	12/31

UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of report (Date of earliest event reported): December 21, 2011

**Move, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**000-26659**  
(Commission  
File Number)

**95-4438337**  
(IRS Employer  
Identification No.)

**30700 Russell Ranch Road**  
**Westlake Village, California 91362**  
(Address of principal executive offices)  
(Zip Code)

Registrant's telephone number, including area code: **(805) 557-2300**

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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## **Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

On December 21, 2011, Move, Inc. (the “Company”) entered into an employment offer letter with Rachel C. Glaser to serve as the Chief Financial Officer of the Company, effective as of her start date, currently contemplated to be January 4, 2012.

Ms. Glaser is 50 years old, and has served as the Chief Financial Officer and Chief Operating Officer of MyLife.com, Inc., an Internet-based people search business, since April 2008. Ms. Glaser also served as a Senior Vice President and finance officer for the Operations Finance and Corporate Finance units of Yahoo! Inc., an Internet portal business, from May 2005 to April 2008. Ms. Glaser also served from 1986 to 2005 in a variety of capacities with The Walt Disney Company, an entertainment company, including as Vice President, Operations and Business Planning, for its Disney Consumer Products division from her appointment to that position in 2004 until April, 2005. Ms. Glaser holds an M.B.A. degree in Finance from the University of Southern California, Los Angeles.

Ms. Glaser will have an annual base salary of \$341,000 and will be eligible to earn an annual performance bonus equal to 50% of her annual salary if certain pre-established performance goals are achieved at target levels, with the ability to earn up to 100% of her annual salary for outstanding performance in excess of target levels. For 2012, the amount of any bonus earned will be prorated based on the portion of the year remaining as of Ms. Glaser’s start date.

On her start date, Ms. Glaser will be granted 175,000 stock options with an option exercise price equal to the closing price of the Company’s common stock on her start date and having a term of 10 years from the date of grant. The stock options will vest quarterly from the grant date over a forty-eight month period, subject to her continued employment on each vesting date.

On her start date, Ms. Glaser will be granted 100,000 restricted shares of the Company’s common stock with the following vesting schedule: 25,000 shares will vest on each of the first four anniversaries of her start date, in each case subject to her continued employment on such anniversary.

In addition, Ms. Glaser entered into an Executive Retention and Severance Agreement (the “Severance Agreement”) with the Company. The Severance Agreement provides for additional benefits in the circumstances described below. In the event of Ms. Glaser’s Termination Upon Change of Control (as defined in the Severance Agreement), she shall receive all salary and benefits earned through the end of the transition period (or the termination date if no transition period is requested by the Company) and, upon releasing claims against the Company and providing any transition services requested, she shall receive (i) a lump sum payment equal to 12 months of her then current annual base salary and (ii) 50% of the target bonus that would otherwise be payable for the fiscal year in which her termination occurs (whether or not she has satisfied the applicable performance objectives), payable in a lump sum (the “Minimum Bonus Payment”) and, if her termination date occurs in the second half of a fiscal year and all financial performance criteria in her bonus plan are achieved by the Company for the full year in which her termination date occurs, a lump sum payment of an additional amount equal to (i) a pro rata portion of her target bonus prorated based on the number of days she is employed during that year, less (ii) the Minimum Bonus Payment. In addition, immediately prior to the effective date of a change of control, 100% of all outstanding stock options and restricted stock granted by the Company to Ms. Glaser as described above, shall vest and all of the outstanding options shall remain exercisable for a period of three months following a transition period or one year following termination if the Company does not request a transition period. Finally, the Company will pay all of the COBRA premiums for the same or reasonably similar medical coverage that Ms. Glaser and her dependents had on the date of termination, for a period not to exceed the earlier of one year or until she becomes eligible for coverage at a new employer.

In the event of Ms. Glaser’s Termination in Absence of Change of Control (as defined in the Severance Agreement), she shall receive all of the payments and benefits described above that she would receive in connection with a Termination Upon Change of Control, except that her restricted stock will not become vested.

In addition, the Company entered into an Indemnification Agreement with Ms. Glaser. The Indemnification Agreement is the same agreement that the Company has entered into with its other executive officers, the form of which has previously been filed as Exhibit 10.25 to Move’s Annual Report on Form 10-K for the year ended December 31, 2003. The Indemnification Agreement will provide that Move will indemnify and hold harmless Ms. Glaser if she is made a party to or is otherwise involved in certain legal proceedings as a result of actions related to her service as an agent of Move, subject to the terms and conditions set forth in the agreement. The Indemnification Agreement will require Move to advance the expenses incurred by Ms. Glaser in defending against any such proceeding, subject to certain exceptions set forth in the agreement. The rights of Ms. Glaser under the Indemnification Agreement will not be exclusive and are in addition to her rights under Move’s Restated Certificate of Incorporation and Bylaws, other agreements or otherwise.

Move, Inc. issued a press release on December 28, 2011, announcing the appointment of Ms. Glaser as its new Chief Financial Officer. The press release is filed as Exhibit 99.1 and is incorporated by reference into this report. The Company’s offer letter to Ms. Glaser, and her Executive Retention and Severance Agreement are also attached as Exhibits 99.2 and 99.3, respectively, and are incorporated by reference into this report.

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**Item 9.01 Financial Statements and Exhibits**

(d) Exhibits

- 99.1 Press Release dated December 28, 2011, announcing Appointment of Rachel Glaser as the new Chief Financial Officer of Move, Inc.
  - 99.2 Move, Inc. Offer Letter to Rachel Glaser.
  - 99.3 Executive Retention and Severance Agreement between Rachel Glaser and the Company.
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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**MOVE, INC.**

Date: December 28, 2011

By: /s/ James S. Caulfield  
James S. Caulfield  
Executive Vice President, General  
Counsel and Secretary

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
99.1	Press Release dated December 28, 2011, announcing Appointment of Rachel Glaser as the new Chief Financial Officer of Move, Inc.
99.2	Move, Inc. Offer Letter to Rachel Glaser.
99.3	Executive Retention and Severance Agreement between Rachel Glaser and the Company.

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## Move, Inc. Announces the Appointment of Rachel Glaser as Chief Financial Officer

CAMPBELL, Calif., Dec. 28, 2011 /PRNewswire/ -- Move, Inc. (NASDAQ: MOVE), the leader in online real estate, today announces the appointment of Rachel Glaser as Chief Financial Officer, effective January 4, 2011.

(Photo: <http://photos.prnewswire.com/prnh/20111228/LA27724>)

(Logo: <http://photos.prnewswire.com/prnh/20080213/MOVEINCLOGO>)

Glaser brings 25 years of senior operations and financial experience to Move, most recently as chief operating officer and chief financial officer of MyLife.com. She previously held senior positions at Yahoo! Inc. and The Walt Disney Company. Glaser will oversee corporate finance, accounting and investor relations. She will report to Move's, chief executive officer, Steve Berkowitz and will be based at Move's corporate headquarters in Campbell, CA.

"We were impressed with Rachel's experience in leading financial transformations. She truly understands the complexities of both traditional and online businesses," said Steve Berkowitz, chief executive officer of Move, "Her dynamic leadership mixed with her strong financial philosophy will be a tremendous asset to Move's management team."

During her tenure at MyLife.com, Glaser led the finance and business operations teams to achieve a significant growth in revenue and to help bring the company to profitability. At Yahoo!, Glaser was the senior vice president of finance responsible for the company's business unit operational finance teams and the Corporate Forecasting, Planning and Analysis group. At The Walt Disney Company, Glaser held finance and operations roles in many divisions of the company, including roles at Walt Disney Studios, Corporate Operations Planning group and in Disney Consumer Products. While in Consumer Products, in addition to finance and planning roles, she focused on technology strategy and implementation, acquisition integration and global business optimization. Glaser also serves on the board of directors for Sport Chalet, Inc.

"Move has assembled a unique and valuable set of assets that are unequalled in the industry," said Glaser. "I am extremely excited and proud to be joining the fantastic management team that Steve has assembled at Move and working together to drive growth in revenue and enterprise value."

Glaser holds a master's degree in finance and strategic planning from the University of Southern California and bachelor's degree in organizational behavior and psychology from University of California at Berkeley.

Glaser succeeds Robert J. Krolik, who left Move earlier this year.

### **ABOUT MOVE, INC .**

Move, Inc. (NASDAQ: MOVE) is the leader in online real estate with 20.6 million visitors (1) to its online network of websites within the Realtor.com Real Estate Network. Move, Inc. operates: Move.com, a leading destination for information on new homes and rental listings, moving, home and garden and home finance; REALTOR.com®, the official website of the National Association of REALTORS®; Moving.com; SeniorHousingNet; ListHub; and TOP PRODUCER Systems. Move, Inc. is based in Campbell, California.

*This press release may contain forward-looking statements, including information about management's view of Move's future expectations, plans and prospects, within the safe harbor provisions under The Private Securities Litigation Reform Act of 1995. These statements involve known and unknown risks, uncertainties and other factors which may cause the results of Move, its subsidiaries, divisions and concepts to be materially different than those expressed or implied in such statements. These risk factors and others are included from time to time in documents Move files with the Securities and Exchange Commission, including but not limited to, its Form 10-Ks, Form 10-Qs and Form 8-Ks. Other unknown or unpredictable factors also could have material adverse effects on Move's future results. The forward-looking statements included in this press release are made only as of the date hereof. Move cannot guarantee future results, levels of activity, performance or achievements. Accordingly, you should not place undue reliance on these forward-looking statements. Finally, Move expressly disclaims any intent or obligation to update any forward-looking statements to reflect subsequent events or circumstances.*

(1) comScore Media Metrix, Key Measures Report, November 2011

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Move, Inc. Offer Letter to Rachel Glaser



December 21, 2011

Rachel Glaser  
VIA HAND DELIVERY

Dear Rachel:

On behalf of Move, Inc. (the "Company"), it is with great pleasure that I extend to you our offer of employment. The specifics of this offer are as follows:

**JOB TITLE:** Chief Financial Officer, Move, Inc.

**START DATE:** January 4, 2012

**SUPERVISOR:** Steven H. Berkowitz

**ANNUAL SALARY:** \$341,000

**BONUS:** Performance bonus of up to 50% of your annual salary at target, with the ability to earn up to 100% for outstanding performance in excess of target (see below)

**STOCK OPTIONS:** 175,000 stock options (see below)

**RESTRICTED STOCK GRANT** 100,000 shares of restricted stock (see below)

**LOCATION:** The Company's offices in Campbell, California.

**EMPLOYMENT STATUS:** Exempt, Regular-Full Time Employee

On your start date you will be granted 175,000 stock options in the Company which will constitute incentive stock options (within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended) to the maximum extent permitted by law, NASDAQ rules or the applicable stock option plans. The option exercise price will be set equal to the closing price of the Company's common stock on your start date, and vesting will take place quarterly from your grant date over a 48 month period. Your stock options shall be governed by the Company's stock option plans and agreements under which they are granted except as specifically set forth in the Company's Executive Retention and Severance Agreement a copy of which is attached hereto (the "Severance Agreement"). You will become a party to the Severance Agreement effective as of the execution of such Severance Agreement.

Also on your start date, you will be granted 100,000 restricted shares of the Company's common stock, which shall vest as follows: (i) 25,000 of such restricted shares shall vest on the first anniversary of your start date subject to your continued employment with the Company, (ii) 25,000 of such restricted shares shall vest on the second anniversary of your start date subject to your continued employment with the Company, (iii) 25,000 of such restricted shares shall vest on the third anniversary of your start date subject to your continued employment with the Company, (iv) 25,000 of such restricted shares shall vest on the fourth anniversary of your start date subject to your continued employment with the Company. The restricted stock shares shall be governed by the standard legends governing the Company's restricted stock.

30700 Russell Ranch Road, Westlake Village, CA 91362 • 805-557-2300 • Fax: 805-557-2688

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You will be entitled to participate in the Company's 2012 and subsequent executive bonus plans, as adopted in the Company's sole discretion, with the potential to earn up to 50% of your annual base salary if your performance targets are met, and if you significantly exceed your performance objectives you may receive a bonus in excess of your target bonus, up to a maximum of 100% of your annual base salary. For 2012, the amount of any bonus earned will be prorated based on the portion of the year remaining as of your start date.

Your base salary, equity compensation level and bonus opportunity shall be reviewed on an annual basis by the Compensation Committee of the Company's Board of Directors and may be increased from time to time, in the discretion of the Compensation Committee of the Board of Directors.

You will be reimbursed for your reasonable expenses incurred on behalf of the Company in accordance with the Move, Inc. Travel & Entertainment Policy, as applicable to senior executives, including air travel and other transportation expenses, hotel accommodations, and telecommunications expenses. All reimbursements of expenses shall be made promptly in accordance with the Move, Inc. Travel & Reimbursement Policy, *provided, however*, that (i) any payments or reimbursements provided in any one calendar year shall not affect the amount of payments or reimbursements provided in any other calendar year; (ii) the reimbursement of an eligible expense shall be made no later than December 31 of the year following the year in which the expense was incurred; and (iii) such rights shall not be subject to liquidation or exchange for another benefit.

The Company will provide you with up to \$40,000 worth of relocation services in accordance with its Senior Relocation Benefit Policy (a copy of which will be provided to you) in the event you and the Company mutually agree for your relocation to the Campbell, California area. Until such possible relocation, during your employment and pursuant to the above Travel policy, the Company will reimburse your travel expenses from your current residence to the corporate offices, currently in Campbell, California. The Company will also provide, as mutually agreed upon by you and the Company, reasonable living accommodations in the Campbell area and will make a rental automobile available to you for travel to and from the Campbell office.

You will not accrue or accumulate paid time off under the vacation, floating holiday and/or paid sick leave policies set forth in the Move Inc. Employee Handbook or any other documentation with the Company. Rather, you will be permitted to take paid time off for vacation and personal matters, subject to business needs of the Company, with the approval of the Chief Executive Officer. The primary limitations on permitting the taking of vacation or time off for personal matters will be those dictated by your job responsibilities. Accordingly, there will be no prescribed limits on the amount of vacation or personal time, if any, that you may request or be permitted to take in a given year notwithstanding any reference thereto in any other documentation with the Company.

In addition, paid time off for occasional, short illnesses will be permitted on an as-needed basis, subject to medical verification if requested by the Chief Executive Officer. If you qualify for and are granted a leave of absence under Move Inc.'s Disability Leave of Absence or Family and Medical Leave of Absence policies, you will be paid for up to a maximum of ninety (90) days of any such leave taken in any twelve (12) month rolling period, less any income received from any income replacement benefits or insurance provided pursuant to any applicable law or Company-sponsored insurance or benefit program.

Please note that this offer is contingent upon demonstration of your legal right to work in the United States. On your first day of work, new hire documents will be completed to assure that there is no delay in the processing of your paycheck. In accordance with federal law, you will be required to provide documentation to Human Resources within seventy-two (72) hours of your commencement of employment verifying your employment eligibility. Additionally, you will be required to sign the Company's standard Employee Invention Assignment and Confidentiality Agreement and Code of Conduct Policy.

As a regular, full-time employee, you will also be eligible for group health, disability and life insurance, and other fringe benefits, that are made available by the Company to other similarly situated employees pursuant to the terms and conditions set forth in the applicable benefit plans and policies. Further details are available in your new hire materials.

This letter is not intended to be an employment contract and, unless expressly agreed otherwise in writing signed by the Chief Executive Officer of the Company and you, your employment is at-will. This means that you have the right to resign at any time with or without cause, with or without notice. Likewise, Move, Inc. retains the right to terminate your employment at any time with or without notice, with or without cause.

We are very pleased to extend this offer to you. I join the rest of the Move, Inc. team in looking forward to working with you, and know that our success will be even greater with you aboard.

Please indicate your acceptance of this offer by faxing this signed offer letter to our General Counsel, Jim Caulfield at (805) 557-2689. In addition, please bring the original signed offer letter with you on your first day of work.

Sincerely,

/s/ Steven Berkowitz

Steven H. Berkowitz  
Chief Executive Officer  
Move, Inc.

*I have read and understand the terms of this offer and consent to all of the terms and provisions contained herein.*

/s/ Rachel Glaser

\_\_\_\_\_  
Rachel Glaser

*Date* December 22, 2011

## Exhibit 99.3

### *Executive Retention and Severance Agreement between Rachel Glaser and the Company*

#### **Executive Retention and Severance Agreement**

This Executive Retention and Severance Agreement (the "**Agreement**") is made and entered into as of December 21, 2011 (the "**Effective Date**"), by and between Move, Inc. and Rachel Glaser (the "**Executive**"). Capitalized terms used in this Agreement shall have the meanings set forth in Section 4, below.

1. **Purpose**. The purpose of this Agreement is (i) to encourage Executive to remain in the employ of the Company (as defined in Section 4.3) and to continue to devote Executive's full attention to the success of the Company and (ii) to provide specified benefits to Executive in the event of a Termination Upon Change of Control or a Termination in Absence of Change of Control, as such terms are defined in Section 4 of this Agreement.

2. **Termination Upon Change of Control**. In the event of Executive's Termination Upon a Change of Control, provided that Executive complies with Section 5.2 below and provides the transition services that the Company may request as described in Section 5.3 below, Executive shall receive the following payments and benefits:

2.1 **Basic Severance Compensation**. Executive shall receive all salary (less applicable withholding) earned through the conclusion of the transition period (or termination date if there is no transition period requested by the Company), and the benefits, if any, under Company benefit plans to which Executive may be entitled pursuant to the terms of such plans. In addition, the Company shall pay 100% of the Executive's COBRA premiums for the same or reasonably equivalent medical coverage Executive had on the date of Executive's termination for a period not to exceed the earlier of one (1) year following termination or until Executive becomes eligible for medical insurance coverage at a new employer.

2.2 **Cash Severance Payment**. Executive shall receive a lump sum payment in an amount equal to twelve (12) months of Executive's base salary (less applicable withholding), paid within five (5) business days after the conclusion of the transition period (or after the termination date if there is no transition period requested by the Company).

2.3 **Cash Bonus Payment**. Executive shall receive a payment in an amount (the "**Minimum Bonus Payment**") equal to fifty percent (50%) of Executive's "Target Bonus" for the year in which Executive's termination date occurs. In addition, if Executive's termination date occurs in the second half of the year (i.e., after June 30th), and all financial performance criteria established in Executive's bonus plan are achieved by the Company for the full year in which Executive's termination date occurs, then the Company will pay Executive an additional amount (the "**Contingent Bonus Payment**") equal to (i) a pro rata portion of Executive's Target Bonus prorated based on the number of days Executive is employed by the Company during such year, less (ii) the Minimum Bonus Payment. "**Target Bonus**" means the total bonus amount Executive would be entitled to receive for the entire year assuming achievement of 100% of the financial and non-financial objectives established in Executive's bonus plan (but not including any additional bonus amount payable for over achievement of objectives). The Minimum Bonus Payment shall be paid in a lump sum within five (5) business days after the conclusion of the transition period (or after the termination date if there is no transition period requested by the Company) without regard to the actual satisfaction of any performance criteria. The Contingent Bonus Payment, if any, shall be paid in a lump sum within sixty (60) days after the end of the year in which Executive's termination date occurs."

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2.4 Stock Award Acceleration. Immediately prior to the effective date of the Change of Control, 100% of all outstanding stock options granted and restricted stock described in the letter from Seven Berkowitz dated December 21, 2011 (the "**Letter**"), (collectively the "**Outstanding Equity**"), shall vest. In addition, all Outstanding Equity consisting of stock options shall be exercisable by Executive for a period of three (3) months following the end of such transition period (if any) or three (3) months following termination if the Company requests no transition period.

3. Termination in Absence of Change of Control. In the event of Executive's Termination in Absence of a Change of Control, provided that Executive complies with Section 5.2 below and performs the transition services that the Company may request as described in Section 5.3 below, Executive shall receive the following payments and benefits:

3.1 Basic Severance Compensation. Executive shall receive all salary (less applicable withholding) earned through the conclusion of the transition period (or termination date if there is no transition period requested by the Company), and the benefits, if any, under Company benefit plans to which Executive may be entitled pursuant to the terms of such plans. In addition, the Company shall pay 100% of the Executive's COBRA premiums for the same or reasonably equivalent medical coverage Executive had on the date of Executive's termination for a period not to exceed the earlier of one (1) year following termination or until Executive becomes eligible for medical insurance coverage at a new employer.

3.2 Cash Severance Payment. Executive shall receive an amount equal to twelve (12) months of Executive's base salary (less applicable withholding), paid within five (5) business days after the conclusion of the transition period (or termination date if there is no transition period requested by the Company.)

3.3 Cash Bonus Payment. Executive shall receive a payment in an amount (the "**Minimum Bonus Payment**") equal to fifty percent (50%) of Executive's "Target Bonus" for the year in which Executive's termination date occurs. In addition, if Executive's termination date occurs in the second half of the year (i.e., after June 30th), and all financial performance criteria established in Executive's bonus plan are achieved by the Company for the full year in which Executive's termination date occurs, then the Company will pay Executive an additional amount (the "**Contingent Bonus Payment**") equal to (i) a pro rata portion of Executive's Target Bonus prorated based on the number of days Executive is employed by the Company during such year, less (ii) the Minimum Bonus Payment. "**Target Bonus**" means the total bonus amount Executive would be entitled to receive for the entire year assuming achievement of 100% of the financial and non-financial objectives established in Executive's bonus plan (but not including any additional bonus amount payable for over achievement of objectives). The Minimum Bonus Payment shall be paid in a lump sum within five (5) business days after the conclusion of the transition period (or after the termination date if there is no transition period requested by the Company) without regard to the actual satisfaction of any performance criteria. The Contingent Bonus Payment, if any, shall be paid in a lump sum within sixty (60) days after the end of the year in which Executive's termination date occurs. Payments under this section shall be less applicable withholding.

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3.4 Stock Award Acceleration. Upon Executive's termination date, 100% of all outstanding stock options granted by the Company to Executive described in the Letter (collectively the "**Outstanding Options**") shall vest. In addition, all Outstanding Options, including the accelerated options described above, shall be exercisable by Executive for a period of three (3) months following the end of such transition period (if any) or three (3) months following termination if the Company requests no transition period.

4. Definitions. Capitalized terms used, but not previously defined, in this Agreement shall have the meanings set forth in this Section 4.

4.1 "Cause" means (a) your willful and continued failure to perform substantially your duties with the Company (other than any such failure resulting from incapacity due to physical or mental illness, and specifically excluding any failure by you, after reasonable efforts, to meet performance expectations), for thirty (30) days after a written demand for substantial performance is delivered to you by the Chief Executive Officer of Move which specifically identifies the manner in which the Chief Executive Officer believes that you have not substantially performed your duties, or (b) your willful engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company. For purposes of this provision, no act or failure to act, on the part of you, shall be considered "willful" unless it is done, or omitted to be done, by you in bad faith without reasonable belief that your action or omission was in the best interests of the Company.

4.2 "Change of Control" means (a) any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")), other than a trustee or other fiduciary holding securities of the Company under an employee benefit plan of the Company, becomes the "beneficial owner" (as defined in Rule 13d-3 promulgated under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of (A) the outstanding shares of common stock of the Company or (B) the combined voting power of the Company's then-outstanding securities; (b) the Company is party to a merger or consolidation, or series of related transactions, which results in the voting securities of the Company outstanding immediately prior thereto failing to continue to represent (either by remaining outstanding or by being converted into voting securities of the surviving or another entity) at least fifty (50%) percent of the combined voting power of the voting securities of the Company or such surviving or other entity outstanding immediately after such merger or consolidation; (c) the sale or disposition of all or substantially all of the Company's assets (or consummation of any transaction, or series of related transactions, having similar effect), unless at least fifty (50%) percent of the combined voting power of the voting securities of the entity acquiring those assets is held by persons who held the voting securities of the Company immediate prior to such transaction or series of transactions; (d) there occurs a change in the composition of the Board of Directors of the Company within a two-year period, as a result of which fewer than a majority of the directors are Incumbent Directors; (e) the dissolution or liquidation of the Company, unless after such liquidation or dissolution all or substantially all of the assets of the Company are held in an entity at least fifty (50%) percent of the combined voting power of the voting securities of which is held by persons who held the voting securities of the Company immediately prior to such liquidation or dissolution; or (f) any transaction or series of related transactions that has the substantial effect of anyone or more of the foregoing.

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4.3 "Company" means Move, Inc., any successor thereto and, following a Change of Control, any successor or owner of substantially all the business and/or assets of Move, Inc.

4.4 "Diminution of Responsibilities" means the occurrence of any of the following conditions, without Executive's consent and which condition is not cured by the Company within thirty (30) days after notice by Executive specifying the condition (which notice must be given no later than 90 days after the initial occurrence of such event): (a) a reduction by the Company of Executive's duties, responsibilities, authority or reporting relationship such that Executive no longer serves in a substantive, senior executive role for the Company comparable in stature to Executive's current role, or no longer reports to the Chief Executive Officer of the Company; (b) a material reduction in Executive's base salary or the percentage of her base salary on which her target bonus is based, provided that a reduction in base salary that is the result of a general reduction in salary in an amount similar to reductions for other similarly situated Company executives shall not constitute a "Diminution of Responsibilities"; (c) a material reduction in benefits (other than future option grants), provided that a reduction in benefits that is the result of a general reduction in benefits in an amount similar to reductions for other similarly situated Company employees shall not constitute a "Diminution of Responsibilities"; (d) the Company's requiring Executive to be based at any office or location more than 50 miles from the Company's offices in Westlake Village and/or Campbell, California; or (e) a material breach by the Company of the terms of this Agreement or the Letter to you.

4.5 "Disability" means the inability to engage in the performance of Executive's duties by reason of a physical or mental impairment which constitutes a permanent and total disability in the opinion of a qualified physician.

4.6 "Incumbent Director" means a director who (1) is a director of the Company as of the Effective Date, (2) is elected, or nominated for election, to the Board of Directors of the Company with the affirmative votes of at least a majority of the Incumbent Directors at the time of such election or nomination, or (3) was not elected or nominated in connection with an actual or threatened proxy contest relating to the election of directors to the Company.

4.7 "Termination in Absence of Change of Control" means:

a) any termination of employment of Executive by the Company without Cause (i) that occurs prior to the date that the Company first publicly announces it has entered into a definitive agreement or that the Company's Board of Directors has endorsed a tender offer for the Company's stock that in either case if consummated would result in a Change of Control (even though consummation is subject to approval or requisite tender by the Company's stockholders and other conditions and contingencies), (ii) that occurs after the Company announces that any definitive agreement or tender offer referred to in clause (i) has been terminated and before it announces it has entered into another such definitive agreement or the Board of Directors has endorsed another tender offer, or (iii) that occurs more than twelve (12) months following the consummation of any transaction or series of related transactions that result in a Change of Control; or

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(b) any resignation by Executive based on a Diminution of Responsibilities that occurs within one-hundred and eighty (180) days following the occurrence of one of the conditions that constitutes a Diminution of Responsibilities, but only where such Diminution of Responsibilities occurs: (i) prior to the date that the Company first publicly announces it has entered into a definitive agreement or that the Company's Board of Directors has endorsed a tender offer for the Company's stock that if consummated would result in a Change of Control (even though consummation is subject to approval or requisite tender by the Company's stockholders and other conditions and contingencies), (ii) after the Company announces that any definitive agreement or tender offer referred to in clause (i) has been terminated and before it announces it has entered into another such definitive agreement or the Board of Directors has endorsed another tender offer, or (iii) more than twelve (12) months following the consummation of any transaction or series of related transactions that result in a Change of Control.

Notwithstanding anything to the contrary herein, the term Termination in Absence of Change of Control shall not include termination of the employment of Executive (1) by the Company for Cause; (2) as a result of the voluntary termination of employment by Executive for reasons other than a Diminution of Responsibilities; or (3) that is a Termination Upon a Change of Control.

4.8 "Termination Upon Change of Control" means:

(a) any termination of the employment of Executive by the Company without Cause during the period commencing on or after the date that the Company first publicly announces that it has signed a definitive agreement or that the Company's Board of Directors has endorsed a tender offer for the Company's stock that in either case when consummated would result in a Change of Control (even though consummation is subject to approval or requisite tender by the Company's stockholders and other conditions and contingencies) and ending at the earlier of the date on which the Company publicly announces that such definitive agreement or tender offer has been terminated without a Change of Control or on the date which is twelve (12) months following the consummation of any transaction or series of transactions that results in a Change of Control; or

(b) any resignation by Executive based on a Diminution of Responsibilities where (i) such Diminution of Responsibilities occurs during the period commencing on or after the date that the Company first publicly announces that it has signed a definitive agreement that when consummated would result in a Change of Control (even though consummation is subject to approval or requisite tender by the Company's stockholders and other conditions and contingencies) and ending on the date which is twelve (12) months following the consummation of the transaction or series of transactions that results in the Change of Control, and (ii) such resignation occurs within one-hundred and eighty (180) days following such Diminution of Responsibilities.

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Notwithstanding anything to the contrary herein, the term Termination Upon Change of Control shall not include any termination of the employment of Executive (1) by the Company for Cause; (2) as a result of the voluntary termination of employment by Executive for reasons other than a Diminution of Responsibilities; or (3) that is a Termination in Absence of Change of Control.

5. No Other Benefits; Release; Transition Period; Termination Under Other Circumstances.

5.1 No Other Benefits Payable. Executive shall be entitled to no other compensation, benefits, or other payments from the Company as a result of any termination of employment.

5.2 Release of Claims. The Company may condition payment of the cash severance in Sections 2 or 3 of this Agreement upon the delivery by Executive of a signed mutual release of known and unknown claims related to Executive's employment in the form attached hereto as Exhibit A; provided that upon receipt of such mutual release, the Company uses its best efforts to execute such mutual release.

5.3 Transition Period. In the event that the Company or the Executive gives notice to the other party of its intention to terminate Executive's employment with the Company under circumstances that would constitute a Termination Upon a Change of Control or Termination in Absence of a Change of Control (the "Termination Notice"), the Company shall have the right, exercisable by notice to Executive given at any time prior to ten (10) days after its receipt or delivery of the Termination Notice, to request that Executive remain employed by the Company for such period as the Company may elect, but in no event longer than one hundred eighty (180) days following its receipt or delivery of the Termination Notice. If Executive agrees to such transition period (by giving notice to the Company within five (5) days after the Company's notice to Executive), then during such period Executive shall remain a full time employee of the Company at the rate of compensation and with the same benefits as in effect on the date of her termination, shall perform such duties consistent with her prior responsibilities as the Company shall reasonably request, including services designed to transition her duties and responsibilities to one or more replacements, and at the conclusion of the transition period shall receive the benefits provided in Section 2 or 3 above as the case may be. If the Company requests a transition period as provided above and Executive does not agree to it, Executive shall receive the benefit of Section 2.1 or 3.1 (computed through the date of termination), as the case may be, but shall not receive the benefit of the other provisions of this Agreement. The Company need not request a transition period, in which case Executive shall receive the benefit of Section 2 or Section 3, as the case may be, and the other provisions of this Agreement based on the date of actual termination. The Company shall have the right at any time to terminate Executive during the transition period, in which case Executive shall be entitled to the benefits of Section 2 or Section 3, as the case may be. Executive shall have the right to terminate her employment at any time during the transition period, but if Executive shall fail or refuse to complete the transition period, other than as a result of death or Disability, then Executive shall not be entitled to the benefit of Section 2 or Section 3 (except Section 2.1 or 3.1 through the date such services cease). In the case of Executive's death or Disability during the transition period, she shall be deemed to have completed the transition period service for the full period requested.

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5.4 Termination Under Other Circumstances . In the event of Executive's termination for Cause, or any resignation by Executive that does not constitute a Termination Upon a Change of Control or a Termination in Absence of Change of Control, the Company's sole financial obligations to Executive shall be to pay to Executive all salary and accrued vacation (less applicable withholding) earned through the effective date of Executive's termination or resignation, to honor Executive's vested options and restricted stock (if any), and to provide the benefits, if any, under the Company's benefit plans to which Executive may be entitled pursuant to the terms of such plans. In the event of a termination of Executive's employment (1) by the Company as a result of the Disability of Executive or (2) as a result of the death of Executive, Executive (or Executive's estate) shall be entitled to the benefits of Section 3.

6. Agreement Not to Solicit . If Company performs its obligations to deliver the severance payments and benefits set forth in Sections 2 or 3 of this Agreement, then for a period of one (1) year after Executive's termination of employment, Executive will not solicit or seek to induce any employee, distributor, vendor, representative or customer of the Company to discontinue that person's or entity's relationship with or to the Company.

7. Arbitration . Any claim, dispute or controversy arising out of this Agreement, the interpretation, validity or enforceability of this Agreement or the alleged breach thereof shall be submitted by the parties to binding arbitration by the Judicial Arbitration and Mediation Service (JAMS). The site of the arbitration proceeding shall be in Santa Clara County, California, or another location mutually agreed to by the parties.

8. Conflict in Benefits .

8.1 Effect of Agreement . This Agreement, together with the Letter, a copy of which is attached hereto and incorporated herein by reference, the option agreements by which the option grants referred to in the Letter are evidenced, the indemnity agreement, and the confidentiality and invention assignment agreement executed by you, shall supersede all prior arrangements, whether written or oral, and understandings regarding Executive's employment with the Company and shall be the exclusive agreement for the determination of any compensation due to Executive from Company as a result of Executive's employment with Company. In the event of any conflict in these various documents, the provisions of this agreement shall control the others and the Letter shall control the option agreements.

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9. Miscellaneous.

9.1 Successors of the Company. The Company will require any successor or assign (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, expressly, absolutely and unconditionally to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform it if no such succession or assignment had taken place. In the event of a Change in Control in which the options granted by the Company to Executive cannot be assumed by the successor or assign, Company shall give Executive reasonable advanced notice of such Change in Control, all options granted by the Company to Executive shall vest and become exercisable prior to such Change in Control, and Company shall allow Executive a reasonable opportunity to exercise such options prior to such Change in Control.

9.2 Modification of Agreement. This Agreement and the Letter referred to in Section 8.1 above may be modified, amended or superceded only by a written agreement signed by Executive and the Chief Executive Officer of the Company or an authorized member of the Board of Directors of the Company.

9.3 Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of California.

9.4 No Employment Agreement. Executive acknowledges and understands that her employment with the Company is at-will and can be terminated by either party for no reason or for any reason not otherwise specifically prohibited by law. Nothing in this Agreement is intended to alter Executive's at-will employment status or obligate the Company to continue to employ Executive for any specific period of time, or in any specific role or geographic location.

9.5 Nondisparagement. Executive agrees that neither she nor anyone acting by, through, under or in concert with him shall disparage or otherwise communicate negative statements or opinions about the Company, its Board members, officers, employees or business. The Company agrees that neither its Board members nor officers shall disparage or otherwise communicate negative statements or opinions about Executive.

9.6. Code Section 409A.

(a) The parties intend that the severance payments payable under this Agreement qualify to the maximum extent possible either for the short-term deferral exception to Code Section 409A (as described in Treas. Reg. Section 1.409A-1(b)(4)) or the involuntary separation from service exception to Code Section 409A (as described in Treas. Reg. Section 1.409A-1(b)(9)(iii)) and therefore should not be subject to the six-month delay described in subparagraph (c) below. In any event this Agreement shall be interpreted and administered in a manner so that any amount or benefit payable hereunder shall be paid or provided in a manner that is either exempt from or compliant with the requirements Section 409A of the Code and applicable Internal Revenue Service guidance and Treasury Regulations issued thereunder (and any applicable transition relief under Section 409A of the Code).

(b) Notwithstanding anything in this Agreement to the contrary, to the extent that any amount or benefit that would constitute non-exempt "deferred compensation" for purposes of Section 409A of the Code would otherwise be payable or distributable hereunder, or a different form of payment would be effected, by reason of your termination of employment, such amount or benefit will not be payable or distributable to you, and/or such different form of payment will not be effected, by reason of such circumstance unless the circumstances giving rise to your termination of employment meet the description or definition of "separation from service" in Section 409A of the Code and applicable regulations, or (ii) the payment or distribution of such amount or benefit would be exempt from the application of Section 409A of the Code by reason of the short-term deferral exemption or otherwise. This provision does not prohibit the *vesting* of any amount upon a termination of employment, however defined. If this provision prevents the payment or distribution of any amount or benefit, such payment or distribution shall be made on the date, if any, on which an event occurs that constitutes a Section 409A-compliant "separation from service" occurs, or such later date as may be required by subsection (c) below.

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(c) Notwithstanding anything in this Agreement to the contrary, if any amount or benefit that would constitute non-exempt “deferred compensation” for purposes of Section 409A of the Code would otherwise be payable or distributable under this Agreement by reason of your separation from service during a period in which you are a Specified Employee (as defined below), then, subject to any permissible acceleration of payment by the Company under Treas. Reg. Section 1.409A-3(j)(4)(ii) (domestic relations order), (j)(4)(iii) (conflicts of interest), or (j)(4)(vi) (payment of employment taxes):

(i) if the payment or distribution is payable in a lump sum, your right to receive payment or distribution of such non-exempt deferred compensation will be delayed until the earlier of your death or the first day of the seventh month following your separation from service; and

(ii) if the payment or distribution is payable over time, the amount of such non-exempt deferred compensation that would otherwise be payable during the six-month period immediately following your separation from service will be accumulated and your right to receive payment or distribution of such accumulated amount will be delayed until the earlier of your death or the first day of the seventh month following your separation from service, whereupon the accumulated amount will be paid or distributed to you on such date and the normal payment or distribution schedule for any remaining payments or distributions will resume.

For purposes of this Agreement, the term “Specified Employee” has the meaning given such term in Code Section 409A and the final regulations thereunder.”

EXECUTIVE

MOVE, INC.

/s/ Rachel Glaser

/s/ Steven Berkowitz

Rachel Glaser

Steven H. Berkowitz, CEO

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## EXHIBIT A

### MUTUAL GENERAL RELEASE

This Separation Agreement and General Release (“Agreement”) is entered into between \_\_\_\_\_ (“You”) and Move, Inc., on behalf of itself and its divisions, subsidiaries and affiliated entities (the “Company”) based upon the following facts:

A. You have been employed by the Company as Chief Financial Officer, Move, Inc., pursuant to an offer letter signed by you, dated December \_\_, 2011 (the “Offer Letter”); and

B. On \_\_\_\_\_ \_\_, \_\_\_\_\_, a [Termination in Absence of Change of Control/Termination Upon Change of Control] event, as defined in your Executive Retention and Severance Agreement dated December \_\_, 2011 (“Retention Agreement”) occurred. By this Agreement, You and the Company mutually agree to the terms of your final separation from the Company and termination of your employment, effective as of the close of business on \_\_\_\_\_ \_\_, \_\_\_\_\_ (“Termination Date”).

Based upon the above facts, You and the Company acknowledge and agree:

1. Cessation of Employment : That your termination as an employee of the Company ceases as of the close of business on the Termination Date for all purposes, including without limitation as an officer of the Company and any of its subsidiaries.
  2. Separation Benefits : Immediately after this Agreement has been executed by you and delivered to the Company and the revocation period set forth in Paragraph 3(b) below has expired, the Company will pay You the Cash Severance as set forth in [Section 2 or 3, as applicable] of the Retention Agreement, less all appropriate taxes and withholdings (“Severance Pay”). You understand that in addition to the Severance Pay, You shall be entitled to all other benefits set forth in Section [2 or 3, as applicable] of the Retention Agreement.
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3. Release and Discharge of Claims :

- a. Except with respect to the obligations of the Company and Your rights under the Retention Agreement, in consideration of the covenants undertaken herein by the Company, to the fullest extent permitted by law, You hereby covenant not to sue and fully release and discharge the Company, and all divisions, and subsidiaries, and all respective officers, directors, shareholders, agents, and employees thereof past, present or future (collectively, "Released Parties"), with respect to and from, any and all claims, demands, rights, actions, costs, expenses, damages, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which You now own or hold, or have at anytime held, or may in the future hold against the Released Parties, arising out of, or in any way connected to Your employment relationship with the Company, Your termination, or any other events, acts or omissions occurring prior to Your execution of this Agreement ("Claim(s)"). Your release of any such Claim(s) includes, but is not limited to, any action under any federal, state or local constitution, statute, regulation, or common law; including but not limited to, any Claim based on discrimination, retaliation, harassment, breach of contract, or any Claim for severance pay, bonus (under the Offer Letter or otherwise), or any other employee benefit. You hereby warrant and represent that You have not filed any complaint and/or other Claim against any of the Released Parties, with any court or government entity. You warrant and represent that You shall not seek any personal recovery from any of the Released Parties, in connection with any matter released. To the fullest extent permitted by law, You represent and warrant that You shall not hereafter, individually, nor as a member of a class, file any action against the Released Parties arising out of or in any way related to any Claim released by You. Notwithstanding the foregoing, You do not release (i) claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law; (ii) claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA; (iii) claims to any benefit entitlements vested as the date of such release, pursuant to written terms of any employee benefit plan (including without limitation any equity compensation plan) of the Company or its subsidiaries; (iv) Your right to bring to the attention of the Equal Employment Opportunity Commission and/or California Department of Fair Employment and Housing claims of discrimination; provided, however, that You do release Your right to secure any damages for alleged discriminatory treatment; (v) any obligation of the Company under California Labor Code Section 2802 or the indemnification provisions of the Company's Certificate of Incorporation or Bylaws; and (vi) claims pursuant to the California Workers' Compensation Act.
- b. The general release contained herein specifically includes a waiver and release of all claims that You have or may have under the Age Discrimination in Employment Act, as amended, 29 U.S.C. Sections 621 et seq. ("ADEA"), based on Your employment with the Company, the termination of Your employment, or any event, transaction, occurrence, act or omission occurring on or before the date on which You execute this Agreement. By signing this Agreement, You acknowledge and agree that the releases contained herein, including the ADEA release, do not cover rights or claims that may arise after the date on which You sign this Agreement; [that You have been advised to consult an attorney before signing this Agreement; that You have up to twenty-one (21) calendar days from the date You are presented with this Agreement to consider whether or not to sign it; that You are knowingly and voluntarily waiving and releasing Your rights, including Your rights under the ADEA, only in exchange for consideration (something of value) in addition to anything of value to which You are otherwise already entitled, and that if You sign this Agreement, You will have the right to revoke this Agreement within seven (7) calendar days of signing this Agreement and that this Agreement shall not become effective or enforceable until after this revocation period has expired. You may revoke this Agreement by delivering a written notice to the General Counsel of Move, Inc., 30700 Russell Ranch Road, Westlake Village, CA 91362, which notice must be delivered or postmarked within seven (7) days of Your execution of this Agreement.
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- c. The Company hereby covenants not to sue and releases You with respect to and from, any and all claims, demands, rights, actions, costs, expenses, damages, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which it now owns or holds, or has at anytime before owned or held, or may in the future hold against You, including without limitation such claims arising out of, grounded upon, or in any way connected to Your employment relationship with the Company or Your termination from that employment. The Company hereby warrants and represents that it shall not seek nor be entitled to personal recovery from You in connection with any matter released herein.
4. Belated Discovery : As part of the foregoing general release of claims, and not by way of limitation, You and the Company each expressly waive all of your respective rights under Section 1542 of the California Civil Code or any similar law of any other jurisdiction. California Civil Code Section 1542 states:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN her OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED her OR HER SETTLEMENT WITH THE DEBTOR.”

You and the Company acknowledge, understand and agree that either You or the Company may later discover claims or facts in addition to or different from those which You and Company now know or believe to be true with respect to the subject matters of this Agreement, but that it is nevertheless Your intention, and the Company’s intention, by signing this Agreement to fully, finally and forever release any and all claims whether now known or unknown, suspected or unsuspected, which now exist, may exist, or previously have existed as set forth herein.

5. No Assignment of Claims : You represent and agree that You have not assigned or transferred any Claim against any of the Released Parties, or any portion or interest of any Claim, and You agree to indemnify, defend and hold harmless the Released Parties against any and all Claims based on, arising out of or in connection with, any such transfer or assignment of any Claim. The Company represents and agrees that it has not assigned or transferred any claim against You, and agrees to indemnify, defend You and hold You harmless against any and all claims based on, arising out of or in connection with, any such transfer or assignment of any claim. This Agreement shall be binding upon the Company’s successors and assigns, and Your heirs, estate, personal representatives, executors and administrators.
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6. No Other Payment or Monies Owed : You agree that on signing this Agreement, You have been compensated by the Company in full for all wages and vacation pay earned and accrued by You through the Termination Date and that, except for the Severance Pay described in Paragraph 2 and all other benefits set forth in Paragraph 2 above, no other wages, or compensation of any kind whatsoever are owed to You or will be paid to You. You understand and agree that except for the Severance Pay and such other benefits in Paragraph 2, You are not eligible and shall not receive any other separation payment from the Company in connection with Your employment, termination or executing this Agreement.
  7. Company Benefits : Except as set forth in Paragraph 2 and as mandated by applicable law, all Company-sponsored employee benefits provided to You ceased or will cease as of the close of business on the Termination Date.
  8. Return of Company Property : You represent and agree that You have returned to the Company any and all company property in Your possession, custody or control, and/or in the possession, custody or control of Your agents or representatives, including all originals and all copies of documents, computer disks, files, contact lists, and all the Company's equipment, including telephones, and computers.
  9. No Admission of Liability : This Agreement shall not be construed as an admission that either party has acted wrongfully or unlawfully. The parties each disclaim any liability to or wrongful acts or omissions against the other party or any person. Neither this Agreement nor anything in it shall be admissible in any proceeding as evidence of any unlawful or wrongful conduct by either party or any Released Parties.
  10. Confidentiality : You acknowledge that as a result of Your employment with the Company, You have had access to the Company's "confidential information," as that term is defined in the Company's Code of Conduct and Business Ethics in effect during your employment with the Company (the "Code"). You understand and agree that You continue to be bound by the terms and obligations of the Code, that You will hold all confidential information in the strictest confidence, and that You will not make use of such confidential information on behalf of anyone. Any breach of this paragraph by You shall be a material breach of this Agreement.
  11. Non-disparagement : You and the Company agree to refrain from making any statements or taking any actions to disparage the other party, directly or indirectly, that harm the other party's business interests, reputation or goodwill.
  12. Severability : Should any part, term or provision of this Agreement, with the exception of the releases embodied in Paragraph 3 be determined by any Court or other tribunal of competent jurisdiction to be invalid or unenforceable, such invalid or unenforceable part, term or provision shall be deemed stricken and severed from this Agreement and any and all of the other terms of this Agreement shall remain in full force and effect to the fullest extent permitted by law. The releases embodied in Paragraph 3 are of the essence of this Agreement and should You take any action to have any part of Paragraph 3 deemed to be invalid or unenforceable, or should any part of Paragraph 3 be deemed to be invalid or unenforceable, the Company may, in its sole discretion, declare this Agreement to be null and void, and any Severance Pay and bonus amount (if any) received by You shall be returned to the Company.
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13. Enforcement of this Agreement and Arbitration : This Agreement shall be governed and construed in accordance with the laws of the State of California, without regard to principles of conflict of laws. Any controversy or claim arising out of or relating to this Agreement, its enforcement or interpretation, or arising out of or relating in any way to your employment or termination, shall be submitted to arbitration by the Judicial and Mediation Service (“JAMS”), to be held in Santa Clara County, California, in accordance with the rules of JAMS then in effect and applicable to employment disputes. If any arbitration or action at law or in equity is brought to enforce, interpret, or rescind this Agreement, the prevailing party shall be entitled to all of its costs in bringing the arbitration or action, including attorneys’ fees.
  14. Entire Agreement : You acknowledge that in entering this Agreement You have not relied on any oral or written promises, statements, or representations, made to You by any Company representative, except as expressly stated in this Agreement. This Agreement contains the full and complete understanding and agreement between You and the Company with respect to the within subject matters and supersedes all prior agreements between You and the Company regarding the same. This Agreement may not be modified or amended except by a written instrument executed by both parties hereto.
  15. Counterpart Execution and Use of Photocopies : This Agreement may be executed in counterparts and transmitted by facsimile, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of such signed counterparts may be used in lieu of the originals.
  16. Effect of Waiver of Breach : No waiver of any breach of any term or provision of this Agreement shall be construed to be a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.
  17. Consultation With Counsel : You acknowledge that You have carefully read and fully understand this Agreement, and that You have had the opportunity to raise with the Company any questions, concerns or issues You may have in connection with this Agreement, or its terms. You further acknowledge that You have had the opportunity, and taken it to the extent You deemed appropriate and necessary, to consult legal counsel of Your choice in connection with this Agreement and consent to all of the terms and provisions contained herein knowingly, voluntarily and without any reservation whatsoever.
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PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A MUTUAL RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

[\_\_\_\_\_]

\_\_\_\_\_

**MOVE, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_