

Service Specific Terms and Conditions

Business Traveller Services: Automated Compliance

A. Scope of services

Vialto will provide business traveller services to Client, including downstream compliance services, by way of Vialto's myTrips technology platform ("**the Platform**"). Client's objective is to manage the compliance requirements for staff travelling overseas on business to enable greater cross-border compliance across Posted Workers Directives ("PWD") and/or social security.

The Platform comprises the following:

- myTrips+ Automation Module; a web-based pre & post-travel tool designed to capture all information required for downstream Social Security and PWD compliance and facilitate/perform submissions to relevant authorities;
- myTrips+ Travel Compliance Screen; a secure web-based post-travel tool designed to store compliance submissions for document sharing and reporting and accessible to individual travellers based on their email address and single sign-on ("SSO");
- myTrips Remuneration module; an add-on system designed to identify remuneration and annual leave uplift requirements and compute relevant uplift amounts, based on the Posted Workers and Transparency legislation within the EU/EEA;
- myMobilityHQ; web-based secure file sharing;

Our services under this Agreement will include:

1. Implementation of business traveller services, including:
 - Implementation of the automation module.
 - Implementation of the remuneration module.
 - Integration with your travel data and/or HRIS (if in scope):
 - to prompt the risk assessment process;
 - to provide relevant trip and demographic data for the risk assessment process; and
 - to receive information (company and/or employee specific) which is relevant for the downstream compliance services to be undertaken.
 - Set up of the required systems, processes, registrations and authorisations for Vialto to deliver these downstream compliance actions in an automated and/or manual manner.
 - Set up of standard reporting.
 - Advisory and training support, as needed, through implementation.
2. Ongoing compliance services support, including:
 - Compliance services in scope (PWD and/or social security);
 - Ad hoc consulting and compliance support, as requested from time to time.

Please see below for full details of the scope, deliverables, timelines and fees.

B.1 Implementation

Implementation of Platform to support automated downstream compliance services

1. *Work during the implementation phase with Client to agree the set up and implementation of the Platform for downstream compliance services including:*
 - a. *setting up a standard integration with the risk assessment Platform or travel data source for trip information;*
 - b. *an integration with your HRIS to support with gathering data for downstream compliance services;*
 - c. *setting up country specific static databases to capture data required to support downstream compliance filings;*
 - d. *setup and configuration of the myTrips+ employee questionnaire;*
 - e. *setup and configuration of the myTrips+ remuneration module, including populating the relevant benchmark data required for the module's operation.*
4. *Setting up formal authority for Vialto to perform downstream compliance services on behalf of Client, as required on a country-by-country basis (e.g. Power of Attorney letters, letters of authorisation, account access/credentials etc.);*
5. *Vialto will support single sign on subject to technical agreement between the contracting parties.*
6. *Vialto will support workshop(s) with all stakeholders to discuss and confirm implementation positions and activities. Workshops included in scope are set out below. Should you require additional workshops, additional fees may apply.*
 - a. *Kick off and stakeholder alignment (1 hour);*
 - b. *Technology workshop including integrations, SSO (1 hour);*
 - c. *Implementation activities for automated downstream compliance services including positions, processes and static data collection requirements (up to 10 hours of workshops).*
 - d. *If the Remuneration capability is in scope; implementation activities for setup of automated remuneration and annual leave uplift assessment and calculations (up to 8 hours of workshops).*
7. *Build of a stage environment, user acceptance testing (UAT) to mutually agreed standards, go live activities and hypercare for 4 weeks following go live.*
8. *Vialto will support with project management through implementation, including attendance at weekly calls of up to 30 minutes per week for the duration of implementation, preparation and maintenance of a project plan and RAID (Risks, Actions, Issues and Decisions) log.*

Implementation will be based on mutually agreed processes and formats. These will be determined during the implementation workshop and documented and signed off.

Any additional costs incurred during implementation as a result of additional scope requested by Client or unnecessary delays caused by Client or Client's third party vendors will be quoted for and agreed in writing with Client ahead of any work commencing.

Phasing of implementation

If in scope, implementation will be undertaken in a phased manner in a format to be agreed in writing with you. Other phases will be implemented at a subsequent date to be discussed and agreed upon between Vialto and Client. Fees for additional phases will be discussed and agreed upon between Vialto and Client.

Change requests

Should you require any significant system changes (for example, changes that require a change to the existing system functionality or underlying code) during the term of this Agreement, a change request will need to be submitted using the Change Request Form. Separate fees will be quoted and will need to be agreed separately with Client before delivery.

Implementation deliverables

The deliverables for implementation will be the following:

- 1. Set up and configuration of the automation module Platform;*
- 2. Integration with your travel provider or risk assessment provider, if in scope;*
- 3. Integration with your HRIS, if in scope;*
- 4. Single sign on enabled;*
- 5. UAT in the stage ("sandbox") environment, including UAT guidance, feedback and any remediation required;*
- 6. Project management documentation including project plan and RAID log;*
- 7. Agreed process for obtaining additional information where not provided;*
- 8. Agreed process for managing cases deemed to be complex;*
- 9. Agreed process for dealing with automated versus manual submission cases;*
- 10. Registration of formal authority with country authorities to provide services on Client's behalf (including but not limited to POA registration, account opening, entity registration setup etc.);*
- 11. Training content (1 hour recorded session) for super users;*
- 12. Template standard reporting (scheduled reports and dashboard).*

Reporting

The following reports are provided within the scope of this Agreement:

- 1. Status reports to confirm the stage of PWD notifications and social security applications from initiation to completion.*

Additional reporting available, subject to agreeing the scope and any additional fees.

Access to Platform, support and engagement management

Use of Platform (myTrips+)

Provision of the Platform and associated reporting for downstream compliance as outlined in this Schedule covering risks in scope (PWD, social security).

The Platform may be used and accessed by Client and their travellers, for and on behalf of Client for the purposes specified in this Schedule only. The guidance provided is aimed at employees of Client, as such, we recommend that any contractors or equivalent do not access the platform.

Travellers

The traveller element will be accessible through an SSO access link provided to each traveller.

Corporate users

Vialto will provide designated Client corporate users with the web address link for our Platform once authorisation has been received in writing from Client to confirm the relevant individual has been granted such access. Access will be revoked where a request is received in writing from Client.

Vialto will provide designated Client corporate users with the web address link for the relevant folders to which they are granted access in the secure file sharing area of our Platform once authorisation has been received in writing from Client to confirm the relevant individual has been granted such access. Access will be revoked where a request is received in writing from Client.

Data gathered within myTrips and via Vialto will be shared with the following parties:

- Client's designated team.*
- Vialto Partners UK*
- Per the Subcontractors section below, any other Vialto Partners Entity as may be required for the fulfillment of services under this agreement*

Support and engagement management

Once the Platform is live, Vialto will support Client with the following support and engagement management services:

- Ongoing engagement management including regular touchpoint calls of up to 30 minutes with designated Client stakeholders on a monthly basis, structured through a RAID log to track and monitor open items, share status updates and manage any escalations.*
- Access to the Vialto engagement team as needed to manage issue escalation and resolution.*
- A quarterly business review (QBR) of up to 2 hours to review the engagement and performance at the programme level, including reporting on performance against agreed KPIs, insights on adoption and compliance, regulatory, technology or other relevant updates and the opportunity for Client to share any feedback to support continuous improvement.*
- Technology support available via email and phone for traveller technology queries.
Email: gbl_mytrips_support@vialto.com and phone: +44(0) 207 804 3221. Telephone and email support will be provided by Vialto during the core hours of 9.00am to 5.30pm BST each day excluding Saturdays, Sundays and Bank and Public Holidays in the UK and Eastern US (GMT-5) time-zones.*

B.3 Ongoing compliance support

Compliance services

Vialto will provide compliance services for individuals who have been identified as creating a compliance action through the risk assessment process and/or Client. The scope of the compliance services are set out in the relevant Schedules.

Complex case reviews

Where a case is deemed complex and either cannot be fully managed in the Platform or Client requests additional support, Vialto will provide a complex case review for the requested technical risk areas in line with the scope set out in the relevant Schedules.

Ad hoc employee support

Vialto will, where requested by a designated Client contact on behalf of an employee, support with ad hoc queries with respect to their compliance actions. The support will include assistance to the Client employee throughout the compliance lifecycle, which Vialto provides as a service, in order to ensure they understand their obligations, the information they need to provide and the actions that may need to be completed in order to be compliant.

Such support will be invoiced on a time spent basis subject to the hourly rates set out in the Fees schedule, unless a fixed fee has been agreed with Client prior to starting services.

Ad hoc advisory

Vialto will, where requested by Client, support with ad hoc queries with respect to the business travel compliance programme. This will include support to Client throughout the implementation stage, initial launch of the programme and support for the first year of any compliance activities.

Such support will be invoiced on a time spent basis subject to the hourly rates set out in the Fees schedule, unless a fixed fee has been agreed with Client prior to starting services.

B. Excluded Services

Services not specifically included in the description above are subject to additional fees.

If Client requires services which are not included in the scope of services described above at the time of signing this Agreement, those additional services may be added through a written addendum to this Agreement.

C. Fees and Billing Terms

Fees are contained within the Fee Schedule.

Cancellation fees

Cancellation fee charges will be payable as follows:

- *25% of the total fees for an application will be payable where we have been instructed by you to commence the matter, but the application is cancelled by you or the employee prior to the eligibility assessment being fully completed;*

- 50% of the total fees for an application will be payable by you where we have gathered the documentation for an application and completed the eligibility assessment, but the case is then cancelled by you or the employee; and
- 100% of the total fees for an application will be payable by you where we have advised on the full application process and fully prepared the relevant application(s), but the application(s) is cancelled by you or the employee.

Clawback

Should Client decide not to proceed with the Services by 6 months after this Agreement is effective, Vialto reserves the right to charge and Client agrees to pay the implementation fee in full.

D. Assumptions, exclusions and limitations

For the duration of this Schedule, assumptions are:

- There are no Client specific information security requirements yet to be shared with Vialto;
- Setup of Single Sign On federated access between Client and Vialto environments, where needed, will be configured to enable secure access without the need for username/password entry.
- That Client will provide Vialto with a full upfront data feed of traveller information;
- That Client will undertake all liaison necessary with its appointed travel provider with regards to the data shared with Vialto to initiate services in the Platform;
- The Client will be solely responsible for any additional costs from its third-party vendors with respect to the implementation and maintenance of any data integrations;
- Vialto will place full reliance on the information shared via the integration from the travel provider, HRIS, Client and/or traveller, and will not verify the accuracy of the data;
- That the traveller will not be travelling to the destination country with any dependents unless expressly specified and approved by Client;
- That Client and/or your preferred travel provider and/or HRIS will provide Vialto with complete data in Vialto's native or requested format and, unless otherwise explicitly set out in the scope of services, Vialto will not be responsible for any cleansing or manipulation of the data to be used in the Platform;
- That the traveller will provide accurate and complete information both within the Platform and to Vialto, upon request;
- That the traveller and the business will acknowledge and follow the advice provided by Vialto;
- That the traveller will be able to complete questions within the Platform, where applicable, without further advice from Vialto;
- That the traveller will provide the same information regarding activities and their status to the relevant immigration authorities upon entry and exit as provided in the Platform and to Vialto;
- That travel for work for employment outside of Client employment will not be included;
- That travel for personal reasons or for work outside of Client's employment will not be included;
- That Vialto will only assess the information provided by the traveller in the Platform and will not be liable where the circumstances, intention and/or length of the trip changes without notification;
- To the best of your knowledge, that the traveller will not be travelling to the destination country with any dependants unless expressly specified and approved by Client;
- That the traveller will not be assigned a permanent desk or work station or be provided with business cards that list their work address of the destination country, unless Vialto has been notified where this is not the case during the assessment;

- *That where the Visitor has any reportable income in the destination Country of which Vialto is not aware, the Platform logic will not know this and will therefore not factor the impact of the reportable income into the assessment provided;*
- *That Client may rely only on the final versions of materials and not on oral advice or draft materials;*
- *That billing will be centralized i.e. Vialto will raise one invoice from the legal entity that is party to this contract to an agreed Client entity;*

We acknowledge that it will not always be possible for Client to verify the above and therefore we will use these as broad assumptions when delivering our advice unless we are specifically told something to the contrary.

E. Complex or out of scope matters

Matters considered to be complex/non-standard, and which are, as a result, out of the scope of this Schedule, may include, but are not limited to the following:

- *Complex or non-standard integrations (those that do not meet Vialto's data requirements) with your preferred travel provider and/or HRIS;*
- *Any significant system changes, including customisation of the Platform;*
- *Any significant changes to the standard reporting and/or provision of any reporting beyond those specified in the scope outlined;*
- *Any anticipated additional activities to be undertaken during implementation as a result of additional scope requested by Client or unnecessary delays caused by Client or Client's third party vendors;*
- *Additional training or workshops, either for travellers or internal Client teams, beyond those specified in the scope as outlined;*
- *Travellers who are deemed by Client to be multi-state commuters or identified as VIPs and who, as a consequence, may require more detailed support;*
- *Travellers who may hold internal or external appointments in more than one country and thus deemed to be multi-state workers and who, as a consequence, may require further analysis and more detailed support;*
- *Advice regarding freelancers or other individuals not employed by Client;*
- *Advice regarding travellers who may qualify as employees in one jurisdiction and freelancers/self-employed in another;*
- *Assisting with emergency evacuation/relocation of travellers and/or their dependants as a result of natural disasters, social or economic upheaval;*
- *Tailored advice to travellers who have neither been offered employment with, nor are existing employees of, Client fall outside the scope of the agreement.*
- *Chasing, auditing, reconciling, correcting, manipulating and interpreting Client provided data;*
- *Chasing travellers or Client for missing information, beyond any chasers explicitly specified in the scope outlined;*
- *General advice regarding immigration, tax, social security and/or PWD matters; and*
- *Specific projects requested of Vialto.*

If Client requests assistance with matters involving any of the above, or which we have notified Client as being complex, Vialto will quote relevant separate fees in advance of the services in accordance with the hourly rates as set by the Agreement.

F. Client's Responsibilities

With respect to the Services described in this Schedule, Client agrees to do the following:

- *Provide timely and complete responses to any queries raised by us including any requests for additional information or documentation;*
- *Provide access to Client subject matter experts, for example the Client business travel team, cyber and risk teams, legal counsel, user acceptance testing teams, to support the smooth running of the implementation and ongoing services;*
- *Work with your third-party providers to ensure availability and accuracy of the travel and/or HRIS feeds;*
- *Advise us at the earliest opportunity where applications are urgent and provide prompt and complete responses to any urgent requests made by us for additional information or documentation;*
- *Confirm in a timely manner whether you will support, and cover fees associated with social security and/or PWD advice and assistance being requested by a traveller where they contact Vialto in the first instance.*
- *Notify us with as much notice as possible of any changes or potential changes to your policies and practices that may impact our services;*
- *Undertake to implement reasonable changes in your practices to increase the efficiency of the provision of services as advised by us;*
- *Use reasonable endeavours to ensure that the Platform is embedded in Client travel approval processes and that travellers understand the need to complete tasks in the Platform prior to travel to the relevant jurisdiction;*
- *Address any concerns from travellers / line managers who may question advice or question why they should follow Client's business traveller policy;*
- *Provide key contacts for escalations;*
- *Provide a response within 3 working days to any matter escalated by Vialto (if it is identified that further time is required for Client to respond in full and/or provide information, this can be agreed between the parties);*
- *With respect to the use and access of the Platform, you agree to be responsible for:*
 - *All use of the Platform by your travellers. Neither Vialto nor our licensors will have any responsibility or liability in connection with any unauthorized use (including any use beyond the rights granted under the Agreement) of the Platform;*
 - *Ensuring travellers are made aware of the relevant assumptions under 'Assumptions' of this Schedule and comply with them and all reasonable instructions issued by us to you. You warrant that anyone you permit to access myTrips+ has full authority to use the system and bind you and them to the Online Terms. Please refer to the Online Terms for other requirements that apply to you/travellers;*
 - *Monitoring the access rights of the travellers on an on-going basis and immediately telling us in writing if:*
 - *Any changes to the traveller(s) are required (including if a traveller leaves your employment or otherwise needs their access terminated); and*
 - *Any traveller access code, username and/or password becomes known to anyone other than the relevant traveller (so that we can disable those traveller details and provide a replacement access code);*
 - *Access to the Platform, which is via the internet using any web-enabled device and network using the access code(s) provided to you by us, including:*
 - *Obtaining any hardware, software, networks or devices necessary to obtain access to the Platform and to be able to take the full benefit of the services. If requested by you, we will*

provide you with the details of the system and software requirements in writing (including by email). We accept no responsibility or liability in relation to such systems and software (including without limitation availability);

- *The security of any hardware, software, networks or devices used to access the Platform and for ensuring that the Platform is only accessed by travellers from appropriately secure locations. Neither we, nor our licensors, accept any liability in connection with any hardware, software, networks or devices that are used to access the Platform;*
- *You acknowledge that our ability to provide the services depends on you supplying any requested information in a format specified by us.*
- *You agree that we are not responsible for failing to provide the services within any agreed time frame due to delays caused or contributed to by you or a traveller:*
 - *Providing us with inaccurate or incomplete information;*
 - *Providing information in the wrong format; or*
 - *Failing to make the appropriate staff available within a reasonable time;*
- *Ensuring the data you and/or the travellers provide to us is the data you want loaded into the Platform and notifying us if you identify any problems with the accuracy of the data loaded. We accept no liability for services provided on the basis of data that is given to us late or is inaccurate or incomplete. We rely on your bringing to our attention any changes in the data as originally provided as soon as possible, in case it impacts on the services;*
- *Provide all information requested as agreed with Vialto to allow for invoicing. Client and Vialto will undertake a joint activity to determine agreed invoicing processes as part of the implementation process;*
- *Provide us with the billing information at the outset of each case, with clear instructions as to what must be provided in each invoice to ensure this is paid in a timely manner, as set out in our terms of business.*

G. User details

For the use of the Platform, Client must inform us of any valid email suffixes (i.e. the domain element of the email address, including the name of the email server and top-level domain) that you use. The Users' email address (and password when there is no Single Sign On) will be used as the system login verification.

Vialto and Client will agree on any restrictions to place on the access of individual Users to specific data. Users must be Client's employees. Client must inform us as soon as possible of any Users who are no longer employed by Client, or who otherwise no longer require or are permitted to have access to the Tools.

Review of legislation data

We will review and update the data and advice in the Platform upon legislative changes that may reasonably impact the traveller and that it would be reasonable for us to be aware of based on our professional experience. Such changes are subject to the prevailing technical configuration, and once a definitive and agreed understanding of any legislative change has been reached.

Where travellers who may be impacted by a legislative change have completed an assessment but not yet travelled, we will provide the Client with a list of impacted travellers to allow them to contact the travellers to advise them of the changes.

Exhibit A

Change Request Form

Template Change Request Form

This form should be used to request, review and approve changes that will entail a significant change to the myTrips Platform (a change that will require development work by Vialto).

This form should be returned to Vialto myTrips product owner/business analyst once completed.

Requestor:	Application:
CR #	Date of Request:
Title of Requirement:	
Date Required:	Date Revised:
Status:	

Request description <i>Describe the change being requested.</i>	
• [TO BE COMPLETED]	
Reason(s) for the change request <i>Describe the business or technical driver for the request.</i>	
[TO BE COMPLETED]	
Impact of the change <i>Provide 2-5 bullet points on impact of the change, timeline, expected actions by Client team.</i>	
[TO BE COMPLETED]	
Any associated cost <i>Include the amount of the CR (in USD and local currency if applicable)</i>	

Approved By:	Date of Approval:
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**Signed on behalf of CD&R Galaxy UK OpCo Limited
(trading as Vialto Partners) by:**

Signed on behalf of [Client name] by:

Name:

Name:

Signature:

Signature:

Title:

Title:
