

Service Specific Terms and Conditions:

Loaned Staff Services

The following terms apply to any engagement for the provision of Loaned Staff, or where the engagement involves the use by Vialto staff of Client provided equipment or systems.

General Scope of Vialto 's Services

Vialto will provide Client with staff ("Loaned Staff") to conduct certain work, specifically to assist Client with administrative and other tasks related to the administration of Client's global mobility program, under Client's direction and supervision, where Client is responsible for the overall scope and execution of the project or any resulting work product, including materials (the "Loaned Staff Services").

The applicable Agreement will set forth the start date and end date from and to which Vialto will provide the Loaned Staff to Client in connection with any Loan Staff Services; any extension shall be mutually agreed upon between Vialto and Client.

Vialto shall perform the Loaned Staff Services in accordance with applicable professional standards.

Client's Responsibilities

Client agrees that the Loaned Staff will work under its exclusive supervision and pursuant to Client's direction, guidance and responsibility. Client will designate a competent member of its personnel who has the requisite skills, knowledge and availability to supervise the Loaned Staff.

Client is responsible for (i) making management decisions, (ii) reviewing the quality of work performed by the Loaned Staff, (iii) affirming that work performed and work product produced by Loaned Staff are correct and complete to the best of Client's knowledge and (iv) retaining the necessary documentation in support of the work performed. Client is responsible for understanding and agreeing with the various amounts, computations and statements made in any reports or tax filings before they are filed with the applicable tax or other authorities. Client is responsible for the preparation and filing of any tax or information returns required to be filed with the applicable tax authorities.

The Loaned Staff will not have any responsibility to suggest any work or procedure to be performed, select any work or procedure to be performed, set deadlines for actions, define resource requirements, manage or supervise Client personnel or other Vialto Loaned Staff (if any). Vialto will not provide its written or oral opinion as to the application of tax laws or regulatory guidance with respect to specific questions or matters requiring technical interpretation, matters requiring accounting judgments, or to any transaction entered into by Client or as part of any Loaned Staff Service.

It is understood and agreed that in assisting the Client the Loaned Staff will be relying upon the accuracy and completeness of information provided by Client and will have no obligation to verify the accuracy and completeness of such information. The work product of the Loaned Staff is entirely the responsibility of Client and not that of Vialto. The Loaned Staff Services do not include the provision of legal advice, and Vialto makes no representations regarding questions of legal interpretation. The Client should consult with its attorneys with respect to any legal matters or items that require legal interpretation under federal, state, or any other type of law or regulation.

Loaned Staff

The Loaned Staff shall remain entitled to Vialto's holidays and leave and attendance policy and will be entitled to avail leaves and holidays accordingly. In case any Loaned Staff is required to take a leave for more than five (5) days consecutive days during the terms of such Loaned Staff's deputation to the Client's site, the parties shall discuss and mutually agree on a replacement with a resource who has similar experience.

The Loaned Staff shall report to the office location of the Client as agreed to in the schedule for services and the Loaned Staff shall not be required to travel to any location other than that agreed without the prior written consent of Vialto. If such travel is approved by Vialto, the Client shall bear all costs and expenses of such travel and lodging.

All Vialto employees are subject to strict confidentiality obligations and it includes ensuring confidentiality of Vialto's client data and any breach of such obligations are viewed as breach of terms of employment and dealt with the Vialto's disciplinary policies and procedures. The Loaned Staff shall not be required to sign any document by the Client that has the impact of creating a personal liability for the Loaned Staff.

Client shall be responsible for Loaned Staff's health and safety requirements while on Client's premises including access to all on-site amenities available to the Client's employees of the similar employment/management level. The Loaned Staff will be provided with adequate training and information related to on-site safety and security policies and practices of the Client.

The Client shall also provide appropriate working conditions, space, equipment, tools, access to internal systems and information that are necessary for Loaned Staff to perform services under this agreement.

Ownership and Use

Under Client's supervision, Vialto Loaned Staff may prepare certain materials in conjunction with Client that will be intended to be treated solely as Client's own and will not be represented as having been prepared by Vialto. Client will review such materials prepared by Loaned Staff under Client's supervision, revise them as Client deems appropriate, approve them prior to their use and take full responsibility for their content. Vialto provides its Loaned Staff Services and the materials solely for Client's internal use, benefit and reliance, and not for any other person or entity's use, benefit or reliance, and Vialto disclaims any contractual or other responsibility, liability or duty of care to any other person or entity based upon its Loaned Staff Services or the materials prepared under Client's supervision. Further, Vialto is not responsible for any actual or alleged intellectual property infringement that may result or arise from any materials prepared by Vialto Loaned Staff under Client's supervision.

All materials produced by Vialto staff pursuant to this Loaned Staff Services engagement shall be devoid of Vialto's name or other information that could identify Vialto staff as the source (i.e., such materials shall be "unbranded" and without attribution). For the avoidance of doubt, Client may disclose any such materials that do not contain Vialto's name or other information that could identify Vialto as the source (either because Vialto provided materials without identifying information or because Client subsequently removed it) to any third party if Client first accepts and represents the materials as its own and makes no reference to Vialto in connection with such materials.

Tax Advice

The Loaned Staff Services do not include, and are not intended to constitute, tax advice and, therefore, are not subject to any regulations governing the provision of tax advice. Any services requested by Client, or proposed by Vialto, that would constitute tax advice will be provided under a separate service specific exhibit.

Other Matters

During the term of the Agreement and for twelve (12) months thereafter, neither Vialto nor Client, or their Affiliate, shall solicit for employment or as an independent contractor any person employed by the other if such person was involved directly in the performance of the Loaned Staff Services under the Agreement. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to job postings published in newspapers, trade publications or on websites, in each case that did not target that person directly.