

Service Specific Terms and Conditions:

Posted Workers Directives

The following additional terms apply to any engagement for the provision of Posted Workers Directives Services.

Scope of Services

Vialto will provide Posted Workers Directives compliance services (the “PWD Services”) to Client in respect of Client’s employees (the “Authorised Employees”) who are or may be working outside of their home jurisdictions. Such PWD Services may include assessments, facilitation and filing of Posted Workers and equivalent national notifications, calculation of uplifts to remuneration and annual leave entitlements according to the legislation, assistance with governmental liaison, audits, and other services as required, to ensure PWD compliance during their postings.

Where the PWD service is initiated due to the assessment outcome through the risk assessment tool, Vialto will obtain the relevant initiation instruction and information for the registration, where available, to manage the downstream compliance actions. Once complete information is received in due time for a submission, Vialto will then complete the required PWD registration process for each traveller as follows:

- *Assess data received to confirm completeness. If additional data points needed from Client and / or traveller, request these additional data points in a standard electronic questionnaire or through other means (e.g. secure e-mail communications, secure file exchange etc.);*
- *In cases where there is missing information from the traveller or Client, one chaser is included within the fixed fee quoted per notification;*
- *Prepare and submit online (or alternative) registration, including required documentation with the relevant PWD host authority;*
- *Act as a central point of contact for Client in relation to issues regarding the gathering of data for registrations / dealing with initial queries and clarifications requested from the relevant PWD country local authorities;*
- *Confirm document requirements and track status of retention requirements in the Platform;*
- *Provide proof of submission of the PWD registration for Client’s / traveller’s records via the Platform, and*
- *If applicable to the relevant assessments and included in the Fee Schedule, provide and notify the appropriate remuneration and annual leave uplift calculations during the posting, as well as transparency obligations that may be applicable.*

Complex case review/consulting:

Vialto will provide specialist review of complex cases, which cannot be fully assessed in an automated manner via your preferred travel risk assessment providers system and/or on an ad hoc consulting basis, as requested by you from time to time. This may include but is not limited to:

- *Cases where there is uncertainty on whether or how the PWD Directive will apply;*
- *Correspondence with the authorities in respect of notifications following initial submissions;*
- *Supporting with correspondence with the authorities in response to any audits or investigations;*
- *Advisory regarding PWD services; and*

- *Assistance and/or advice with regards to regularising the position of a traveller who travelled without the correct PWD registration or contrary to the advice provided by Vialto (where possible).*

Additional Client's Responsibilities

- *Client will provide a competent member of the staff from whom Vialto may accept instructions. This individual will have the requisite skills and competence to evaluate Vialto's services performed under this Schedule, and we will refer all substantive decisions relating to these services to him/her, or someone authorised to make decisions on their behalf.*
- *Client retains responsibility to review information provided by Vialto and identify any errors or omissions and promptly notify Vialto of any such errors or omissions.*
- *Client and/or the traveller will provide accurate and complete information to Vialto in a timely manner. Vialto will be entitled to rely on, and will not verify any information provided by, or on behalf of Client which relates to the Services. Penalties may be incurred if registrations are filed late. Accordingly, it is essential that Vialto has all of the necessary information to prepare the required registrations in sufficient time to make the registration without incurring penalties or other sanctions.*
- *Vialto shall have no responsibility for delays or liabilities, including interest, surcharges and penalties, caused or materially contributed to by:*
 - *the supply to Vialto of inaccurate or incomplete information;*
 - *the failure to supply Vialto with the information Vialto needs within the agreed timeframes; or*
 - *failure by Client to follow our instructions.*

Excluded Services

If Vialto is required, or requested by you, to perform any of the following non-incident work, a further fee may be charged in accordance with the time spent and the charge-out rate of the staff involved:

- *chasing (other than one round of chasing included in scope), auditing, reconciling, correcting and interpreting Client provided data;*
- *provision of non-standard reports;*