

## Schedule C

### Service Specific Terms and Conditions

#### Business Traveller Services: Risk Assessment

##### 1. Scope of services

Vialto will provide business traveller pre-travel risk assessment services to Client by way of Vialto's myTrips technology platform ("**the Platform**") by providing information for risk modules in scope (which may include some or all of immigration, Posted Workers Directives ("PWD"), employment tax, social security and corporate tax). Client's objective is to understand the compliance requirements for staff travelling overseas on business to enable greater cross-border compliance.

The Platform comprises the following:

- myTrips; a web-based pre-travel compliance risk assessment tool designed to capture and flag risks prior to travel;
- myMobilityHQ; web-based secure file sharing;
- Aspire; a web-based platform to share and access business traveller PowerBI dashboard reporting.

Our services under this Agreement will include:

1. Implementation of business traveller services, including:
  - Implementation and configuration of our pre-travel risk assessment Platform.
  - Integration with your travel data source 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 business traveller risk assessment services, including:
  - Risk assessment within the Platform across the risk modules in scope.
  - Re-scoping in person consultations.
  - Scheduled and/or dashboard reporting at the agreed frequency.
  - Maintenance and support with respect to the risk assessment Platform.
  - Engagement management support.
3. Ongoing compliance services support, including:
  - Compliance services for risk areas agreed as in scope;
  - Complex case reviews;

- 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 risk assessment**

Work during the implementation phase with Client to agree the set up and implementation of the Platform, including, if in scope, a travel feed integration with the agreed travel provider and/or HRIS for risk assessments.

1. Standard pre-travel assessment system set up for all risk areas in scope, including:
  - a. setting up standard thresholds for employment tax (point of taxability module) and social security. Vialto will provide Client with the standard list of thresholds that are used for the Platform. Client can review these thresholds and provide commentary on any thresholds Client should like to amend to be used for the initial Platform go live. One round of full review during implementation and one review annually included within scope;
  - b. tagging of standard bank of activities for immigration permissibility, PWD exemption and permanent establishment risk type;
  - c. setting up PWD matrix;
  - d. setting up high / low risk country immigration matrix;
  - e. setting up standard in-system wording and external email templates and business visitor rule matrix, one round of full review during implementation included in scope;
  - f. setting up standard reporting (scheduled reports and dashboards). Should Client require any changes to the standard reporting or additional reports, additional fees may apply;
3. Historical data upload for an agreed period 12 months prior to Platform implementation of travel data.
4. Provide high level governance support via a standard User Guide document for travellers, standard Frequently Asked Questions (FAQ) document for travellers, standard template launch communications and 1 hour recorded training for corporate users and key platform users. Should significant edits be requested to the standard documents, additional fees may apply.
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 for risk areas in scope. Workshops included in scope are set out

below. Should you require additional workshops or more than 5.5 hours of workshops, additional fees may apply.

- a. Kick off and stakeholder alignment (1 hour);
  - b. Immigration and PWD technical positions workshop (1 hour);
  - c. Employment tax, corporate tax and social security workshop (1.5 hours);
  - d. Technology workshop including integrations, SSO (1 hour);
  - e. Governance and communications workshop (1 hour);
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, together with completion of the Functional Requirements Specification document that will capture the configuration decisions and positions made with you through implementation.

Implementation will be based on mutually agreed processes and formats. These will be determined during the implementation workshop and documented and signed off using a Functional Requirements Specification document.

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**

Where implementation will be undertaken in a phased manner, the timing and format of phasing will be agreed with you in advance.

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 included in Exhibit A. 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 travel risk assessment Platform;
2. Integration with your travel 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. Functional Requirements Specification document, reviewed and approved by Client;
  8. User guide, frequently asked questions and wording for launch communications;
  9. Agreed process for obtaining additional information where not provided;
  10. Agreed process for managing cases deemed to be complex;
  11. Training content (1 hour recorded session) for super users;
  12. Template standard reporting (scheduled reports and dashboard).

## **B.2 Ongoing risk assessment services, reporting and engagement management**

### **Pre-travel assessments**

Each traveller will have access to Vialto's myTrips platform to assess the compliance requirements relevant for their trip based on the risk areas in scope. In the case of immigration, PWD, social security and employment taxes, guidance will be provided to the traveller on screen immediately or, in a small percentage of cases that are more complex, in follow up email correspondence within an agreed KPI.

Corporate reporting will deliver guidance to designated Client teams across all risk areas, including permanent establishment risk, and governance metrics.

Travellers will also have access to a 24/7 support line via Vialto to assist with queries or emergency matters.

The myTrips technical modules (immigration, social security, PWD, employment taxes, corporate tax (permanent establishment risk)) are Tools, as defined in the General Terms and Conditions, and made available under the same conditions as stated therein.

### **Immigration**

The myTrips immigration module is designed to provide Client with corporate reporting using the aggregated and validated data from the travel details entered by employees based on the scenarios set out below. The data is presented in interactive dashboards and scheduled reports, underpinned by immigration logic, to provide you with reporting to help you assess where travellers require additional immigration documentation to travel compliantly.

### **Immigration assessments**

The following scenarios will be assessed through the Platform:

#### ***Travel to a jurisdiction where the traveller holds valid citizenship***

1. Where a traveller indicates they are travelling to a jurisdiction for which they hold current valid citizenship, and they are travelling on a valid travel document for that jurisdiction, confirmation will be provided to the traveller that they do not require immigration permission for that jurisdiction.
2. Where a traveller does not currently hold a valid travel document for the relevant jurisdiction we will, where contacted by the traveller, provide advice on the alternative documentation that may be presented to the relevant immigration authorities to allow entry as a national of that jurisdiction.

3. Vialto will, where contacted by the traveller, advise the traveller of the implication of entry to a jurisdiction that they are a national of, without valid travel documentation to confirm this.

#### ***Travel within a Free Movement Area***

1. Where a traveller indicates they are travelling within a Free Movement Area (which will be identified in the Platform based upon the citizenship of the traveller and the jurisdiction of travel) and;
  - they meet the requirements of travel within that Free Movement Area (as set out in the relevant legislation); and
  - they are travelling on a valid travel document as required for the Free Movement Area (as set out in the relevant legislation);

then confirmation will be provided to the traveller that they do not require immigration permission for that jurisdiction;

2. We will also advise as to any immigration registration process requirements the traveller may need to complete upon arrival within a specific jurisdiction and the required timeframes (as agreed with Client);
3. Unless otherwise agreed with Client as listed in the Fee Schedule, we will not provide assistance to the traveller to enable them to complete any required immigration registration process;
4. Where the traveller does not currently hold a valid travel document for the Free Movement Area we will, where contacted by the traveller, provide advice on the alternative documentation that may be presented to the relevant immigration authorities to allow entry to the jurisdiction that is party to the Free Movement Area agreement;
5. We will, where contacted by the traveller, and when applicable, advise the traveller of the implication of entry to a jurisdiction without valid travel documentation.

#### ***Self-certification of travel against permissible business visitor activities in the destination jurisdiction, coupled with any entry requirements.***

Where a traveller indicates they are travelling to a destination country and can self-certify for this trip based upon the citizenship of the traveller and the jurisdiction of travel:

- The traveller will be provided with a list of activities that are permissible as a business traveller as well as general advice on the requirements for entering that jurisdiction as a business traveller. The traveller will then confirm the activities they will be undertaking;
- Should the activities not be permissible, or the traveller does not agree that the activities they will be conducting match the advice provided, the traveller will be required to answer further questions relating to their trip;
- We will provide the traveller advice (within the Platform via the IATA feed) on any entry requirements that may be required, should their activities be permissible as a business traveller.

## **Work authorization and Consular process**

Where work authorisation or business visas are required and if requested by the Client, we can assist with this service. The scope of this service will be agreed upon request and included in the Fee Schedule.

## **Complex assessments and consultations**

Where a traveller is advised that they may require work permission, a complex consultation can be conducted to work with the traveller to rescope their business trip. The purpose of the consultation is to enable the business traveller to travel compliantly as a business traveller without the need to obtain work authorisation. We will follow the below process:

- Based upon the full information provided by the traveller in the Platform we will assess the activities against the relevant immigration law and policy for that jurisdiction. We will then advise the traveller of the outcome of their assessment and provide suggestions via email to be able to travel as a business visitor,
- If the traveller is unable to modify their activities and/or requires immigration permission, when agreed with Client, we will initiate immigration services as per the Immigration Services Schedule.

## **Border support**

Should any traveller require emergency assistance at the border / port of entry, we will agree fees with Client subject to the severity of the assistance required.

## **Travel activities requiring work authorization and not subject to complex consultations**

As part of the implementation process, we can agree with Client on specific activities that travellers may perform which require work authorisation but should not be subject to a complex consultation as described above, due to the inability to limit or restrict the activities. The traveller will therefore not be asked whether they are able to restrict their trip activities when these specified activities are selected by them in the Platform and will be automatically informed that work authorisation should be obtained.

## **Schengen Tracking**

The Platform supports tracking of days for Schengen purposes, with guidance provided to the traveller in system on cumulative days spent in the Schengen area and how this compares against the 90 day in a 180 rolling day threshold

Additionally, corporate reporting will highlight travellers who are approaching the day count limit.

## **Posted Workers Directives and equivalent national obligations (PWD)**

Where a traveller indicates they are travelling to a destination country that has a legal requirement for Posted Workers Directives notifications (or certain equivalent national notifications) to be completed:

- The traveller will be provided with a list of activities. The traveller will confirm the activities they will be undertaking.
- The travel dates (including as applicable prior travel) and planned activities will be assessed against

the specific PWD legal requirements for the destination country based upon three core thresholds:

- a. Exempt activities (i.e. do not require a PWD notification)
  - b. Non-exempt activities (i.e do require a PWD notification)
  - c. Country threshold exempt activities (i.e. maybe performed without notification up to a set day count threshold).
- Where Vialto assesses that a traveller may be required to submit a PWD notification Vialto will inform the traveller within myTrips and Client (by scheduled report).

Where the traveller is authorised for Vialto services to obtain the PWD notification, the scope of the services are set out in the PWD Services Schedule.

## **Social Security**

The myTrips social security module is designed to provide guidance to the traveller in system and Client with corporate reporting using the aggregated and validated data from the travel details entered by employees.

The assessment logic is underpinned by a combination of our reciprocal agreement matrix, the nationality of the traveller and thresholds agreed with Client. Vialto will provide Client with the standard list of social security thresholds that are used for myTrips. Client can review these thresholds during the implementation phase and provide commentary on any thresholds Client should like to amend to be used for the initial implementation. On an ongoing basis, Client may undertake a full review of the thresholds on an annual basis within scope and Vialto will support with minor changes outside of the initial and annual full review.

Where Vialto assesses that a traveller may be required to submit a social security certification of coverage / A1 application based on the agreed upon logic and thresholds, Vialto will inform the traveller within myTrips at the time of assessment and Client by the agreed reports.

The data is presented in interactive dashboards and scheduled reports to help you assess where travellers are creating social security obligations for Client.

Where the traveller is authorised for Vialto services to obtain the PWD notification, the scope of the services are set out in the Social Security Services Schedule.

## **Employment Tax**

The myTrips employment tax module is designed to provide guidance to the traveller in system and Client with corporate reporting using the aggregated and validated data from the travel details entered by employees.

The assessment logic is underpinned by a combination of our double tax agreement matrix, certain demographic details of the traveller and thresholds agreed with Client. Vialto will provide Client with the standard list of employment tax thresholds that are used for myTrips. Client can review these thresholds once during the implementation phase and provide commentary on any thresholds Client should like to amend to be used for the initial implementation. On an ongoing basis, Client may undertake a full review of the thresholds on an annual basis within scope and Vialto will support with minor changes outside of the initial and annual full review.

Where Vialto assesses that a traveller may trigger an employment tax action based on the agreed upon logic and thresholds, Vialto will inform the traveller within myTrips at the time of assessment and Client by the agreed reports.

The data is presented in interactive dashboards and scheduled reports to help you assess where travellers are creating employment tax obligations for Client.

Should Client enable the validation feature, travellers will be asked to validate their trip data, including confirming whether a travel day is a work day or personal day. Validation will be available in the following ways:

- Monthly validation email in which the traveller will be presented with their trips in the last month and asked to enter the system to confirm or edit the trip information. Once in-system, validation is managed using the trip validation functionality in myTrips to edit or confirm their travel dates and confirm whether travel dates are work days or personal days.
- Auto-validation in cases where in-system validation has not been actioned within 14 days of receipt of the initial email, the system will assume that the travel did happen, assume the travel days are work days unless they fall on a weekend or public holiday and include them within the aggregated trip data presented in the management reporting.

### **Corporation Tax (Permanent Establishment)**

The myTrips Permanent Establishment (PE) module is designed to provide Client with a method of tagging, collecting, aggregating and segregating data to help you assess where PE threshold risk might be created.

The Platform will, using Client's pre-configured settings, ask travellers questions to collect information to facilitate the triaging of risks in accordance with likely PE risks. The Platform will not, automatically, advise whether you should or should not recognise a PE in any Jurisdiction nor provide any determinative guidance on the profit that should be attributed to any PE. Client will be solely responsible for determining whether a corporation tax PE is created in any Jurisdiction.

The tool will be set up based on the standard configuration for corporate tax purposes and will include:

- Configuration of the entity options presented to travellers in the platform, tied to the home country of the traveller.
- Standard list of activities presented in the questionnaire to align with standard business activities and business units and tagging of these activities to the available permanent establishment flags (dependent agent, fixed place of business, service and exempt). The tagging will be based on our best practise global experience and will be limited to assisting with filtering potential at risk arrangements and will not constitute tax technical advice. Client will be able to undertake one full review of the activity list and tagging during implementation within the scope. Client will be able to undertake one full review annually thereafter, should Client wish, within scope. Vialto will support minor changes outside of the initial and annual reviews.

PE reporting will be provided to Client through dashboard reporting accessed via our online platforms. Travellers will not receive guidance directly within the Platform.

### **Enhanced project feature**

Where in scope, the myTrips enhanced project feature is designed to enable configuration of adjusted thresholds for employment tax, social security and PWD within the Platform when a specific Project is selected for a trip.

The assessment logic is underpinned by a configured list of Projects within the tool which will be provided by the Client. Vialto will confirm and document the specific adjusted thresholds per Projects with the Client.

Where the Project list is fluid, the Client will provide updates to the Project List on a [monthly/quarterly] basis with clear instructions on the adjusted threshold positions requested. Vialto will process these updates within a week of receipt and confirm once active within the tool and the enhanced thresholds applied.

This service does not include any advice or guidance on the Project thresholds to be set and any advice of this nature would be provided at hourly consulting rates.

## **Reporting**

Our standard formats for pre-travel assessment compliance reporting are Excel and PDF based and scheduled for email distribution via the platform scheduler, together with dashboard reporting.

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

1. A weekly registration report including all travellers who have registered or who have booked travel but not registered yet.
2. A weekly outstanding assessments report highlighting all trips booked for which there is an outstanding action.
3. A monthly report showing travellers who have delegated access.
4. A daily report detailing completed assessments both in system and in person.
5. A daily report detailing any immigration requirements, PWD notifications, tax or social security reporting required, together with Schengen tracking (where relevant).
6. Dashboard reporting, provided on a weekly refresh basis, for risk areas in scope (which may include some or all of corporate tax, employment tax, social security, PWD and immigration). Standard dashboard included in scope. Should the dashboard require configurations or customisations, fees to be agreed before any work is carried out.

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 pre-travel assessment and downstream compliance as outlined in this Schedule covering risks in scope (which may include some or all of immigration, PWD, employment tax, social security and corporate tax).

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 in myTrips 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 the Corporate Admin Panel within 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 dashboard reporting capability, which will display the data entered by travellers, 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](mailto: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.
- Centre of Excellence support available 24/7 for travellers for assistance with urgent cases, and border support (where in scope).

## **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 assessed in the risk assessment 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.

#### **2. 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.

### **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.

#### **3. 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 and manage risk assessments 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 assessments within the Platform, where applicable, without further advice from Vialto;
- That any visa type advice provided to Client through the Platform will be based on the general assumptions noted and will not take account of any specific travel patterns that may impact the visa type (e.g. entry via a specific route);
- That the traveller will enter and exit the jurisdiction on a valid travel document for the nationality they have indicated they hold within the Platform and will, where applicable, ensure that any visas are presented to the relevant authorities as required;
- 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 the traveller will maintain and present a valid passport or other approved travel document for the nationality they have indicated they will be travelling on within the Platform or 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 has not been warned nor has been found to be acting in violation of immigration rules in the destination country or any other country;
- That the traveller has not and will not obtain a permanent home in the destination country, unless Vialto has been notified where this is not the case during the assessment;
- 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 where the Visitor has or will be placed on payroll in the destination country and of which Vialto is not aware, the Platform logic will not know this and will therefore not factor the impact of the payroll status into the assessment provided. If a Visitor needs to be placed on a payroll for tax reporting purposes this will be highlighted to Vialto at the earliest opportunity and may change prior provided advice;
- That costs of the trip have not and will not be recharged, directly or indirectly, to the business in the destination country, unless Vialto has been notified where this is the case and that has been factored into the configuration of the Platform;
- That if Client requests Vialto to make any risk based amendments to the activities or duration of stay in a country AND / OR request Vialto to assign specific activities to a different configuration than that advised by Vialto, that Vialto shall not be liable for advice provided against the amended requirements;

- 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 Agreement to an agreed Client entity;
- That at least 2,000 unique uses of myTrips will occur within a twelve (12) month period, or part thereof during the term of this Schedule;

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.

#### **4. 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;
- Configuration of country combinations or activities beyond the scope as 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;
- General advice regarding business visitor activities other than what is provided within the Platform;
- Travellers who are deemed by Client to be multi-state commuters or identified as VIPs and who, as a consequence, may require more detailed guidance;
- 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 guidance;
- 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;
- Advice in connection with travellers who are applying for immigration permission and have stayed beyond the expiry of their leave (i.e. they have overstayed);
- Tailored advice to travellers with a prior visa refusal, adverse immigration history or criminal conviction (including traffic offences/civil penalties);
- Tailored advice to travellers with an adverse medical history or medical conditions which are considered serious in the destination/host country. These cases require additional input from us as well as additional supporting evidence. In some instances research may be required to determine whether any restrictions or precedents are applicable in the relevant jurisdiction(s);

- 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.

## **5. 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 immigration, tax, 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 are required to complete assessments in the Platform prior to travel to the relevant jurisdiction;
- Use reasonable endeavours to ensure that travellers do not travel without the correct immigration permission, where advised by Vialto that such permission is required;
- Address any concerns from travellers / line managers who may question advice or question why they should follow Client's business traveller policy;
- Should work permission be required, Client will be responsible for managing and providing follow ups to obtain sign off;
- 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);

- Determine whether a PE or other taxable presence should be recognised and how much profit should be attributed to any relevant PE or other taxable presence;
- 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 this 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.

## **6. 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.

<b>Requestor:</b>	<b>Application:</b>
<b>CR #</b>	<b>Date of Request:</b>
<b>Title of Requirement:</b>	
<b>Date Required:</b>	<b>Date Revised:</b>
<b>Status:</b>	

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

<b>Approved By:</b>	<b>Date of Approval:</b>
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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:

DRAFT