

## **Service Specific Terms and Conditions:**

### **Global Equity Consulting**

The following terms apply to any engagement for the provision of Global Equity Consulting Services.

#### **Scope of Services**

Vialto will assist Client with Global Equity Consulting in connection with Client's equity-based compensation plans. Vialto will provide the services necessary to respond to the matters presented to Vialto by Client relating to such global equity plans or matters Vialto brings to the attention of Client for which Client agrees Vialto should provide assistance ("**Global Equity Consulting Services**").

Vialto expects to provide advice, answers to questions and/or guidance on territory income tax, regulatory and compliance matters in the jurisdictions in which Client operates, as they relate to domestic and global equity compensation planning and administration as part of the Agreement.

Vialto may also provide support around the computation of tax withholding and reportable amounts for mobile participants (as mobility is defined by Client).

#### **Limitations**

Vialto's advice is not binding upon any taxing authority or the courts and there is no assurance that any relevant taxing authority will not successfully assert a contrary position. Vialto will not provide an audit or attest opinion or other form of assurance, and Vialto will not verify or audit any information provided to Vialto.

#### **Vialto's Responsibilities**

Vialto will perform the Services in accordance with applicable professional standards.

#### **Client Responsibilities**

Client will provide the following assistance:

1. Designate a point of contact to oversee the project, manage day-to-day administrative tasks and assign personnel to work with Vialto during the project.
2. Personnel participating in this engagement will have sufficient and appropriate knowledge, skills and experience to perform their identified project roles.
3. Provide timely feedback on Deliverables and other inputs for issue resolution and socialization with stakeholders.
4. Provide any other data or support requested by Vialto as required.
5. Provide Vialto with requested participant award and move data, where applicable