

Schedule C

Service Specific Terms and Conditions:

Global Mobility Managed Services

The following terms apply to any engagement for the provision of Global Mobility Managed Services.

Scope of Services

Vialto will provide global mobility managed services (the “**GMM Services**”) to Client by applying Client’s rules, policies and procedures to carry out administrative tasks. Any employee of Client that is a subject of the GMM Services (a “**GMM Employee**”) has no contractual relationship with Vialto and is not a beneficiary of the GMM Services. Client is the sole beneficiary of the GMM Services. Vialto will not provide any advice to Client or any GMM Employee in the provision of the GMM Services.

GMM Service are specified in the Agreement and may include:

1. Pre-Departure Services: GMM Services to be performed to support Client during the time Client and GMM Employee are planning an assignment of the GMM Employee outside of such GMM Employee’s home jurisdiction. Such services may include:
 - a. Development of pre-assignment cost projections or estimates, using base pay data provided by Client, standard allowance/benefit data held by Vialto and international move allowance data or relocation benefit information obtained from Client’s external vendors, as required. Income tax and social security treatment will be based on standard assumptions, to be confirmed on an annual basis.
 - b. Preparation of assignment letter which includes the terms and conditions for the GMM Employee’s proposed assignment, based on information provided by the Client. A template for the letter will be agreed between Vialto and Client prior to Vialto’s preparation of such letter. Upon receipt of the signed letter, Vialto will initiate third party vendors and or Vialto for relocation, immigration, tax, social security and payroll services, where required, but only at the express permission of Client, who acknowledges that any costs associated with an assignment that does not ultimately occur will be the sole responsibility of Client.
 - c. Design of pre-departure program orientation for the GMM Employee to provide information about assignment policies and procedures, the specific terms the GMM Employee will be moving on and the support that Vialto/third party providers (if any) will provide.
 - d. Coordination of various assignment-related logistics (including employee benefits, relocation, tax services and payroll transfer).
2. On-Assignment Services: GMM Services related to the ongoing assignment of the GMM Employee outside of such GMM Employee’s home jurisdiction or the administration of Client’s mobility program. Such services may include:
 - a. Completing and submitting applications for Certificates of Coverage for purposes of social security totalization agreements, to the agencies in each country responsible for issuing such

- Certificates for Coverage pursuant to the applicable social security totalization agreements, using data provided by Client.
- b. Serving as point of contact for GMM Employees to direct questions related to assignment policies, benefits or other relevant issues.
 - c. Coordination and review of assignment expenses and ongoing supplier invoices.
 - d. Communication of any assignment allowance changes to the GMM Employees.
 - e. Management of administrative processes to convert short-term assignments to long-term assignments, if applicable.
 - f. Providing administration for Client's global mobility program generally, including tracking assignment information and updating policies.
3. End of Move / Repatriation Services: GMM Services related to repatriating a GMM Employee at the end of his or her assignment. Such services may include:
- a. Assistance with end of move decision, approval support and next steps, including in connection with a new assignment or relocation, extension of the current assignment, localization in the host location or repatriation to the home location.
 - b. Arrangement of end of assignment / repatriation orientation for GMM Employee to provide information about assignment policies and procedures, the specific terms the GMM Employee will be moving on and the support that Vialto/third party providers (if any) will provide.
 - c. Coordination of relocation and other third party services.
 - d. Coordination and review of relocation related expense reimbursements and supplier invoices.
4. Compensation Reporting: GMM Services related to reporting compensation of a GMM Employee. Such services may include:
- a. Tracking of assignment information and compensation accumulation.
 - b. Review of compensation collection data and follow-up with necessary parties for any missing data.
 - c. Shadowing of payroll data gathering and coordination.
 - d. Tracking of year-end data gathering and coordination.

Unless expressly provided under the Agreement, in connection with the GMM Services, Vialto will not be responsible for providing compliance services, providing its opinion as to the application of accounting literature, regulatory guidance or tax laws, making payments to employees, operating the payroll on Client's behalf, making submissions or payments to, or communicating with on Client's or a GMM Employee's behalf, tax authorities, monitoring time limits, or liaising directly with Client's payroll provider.

Client's Responsibilities

Client will provide Vialto in writing with its rules, policies and procedures for use performing the GMM Services, and will promptly notify Vialto of any changes or potential changes to such rules, policies or procedures that may impact the GMM Services. Vialto will not have any responsibility to suggest or select any work or procedure to be performed, set deadlines for actions, define resource requirements or manage or supervise Client personnel.

Client will provide all information necessary for Vialto to prepare any requested cost estimates or forecasts. Client will review and approve any such cost estimates or forecasts.

Client will provide all information related to the drafting of assignment letters or other documents or deliverables, and will provide timely responses to any questions raised by Vialto, including any requests for additional information or documentation. Client will review and approve in a timely manner any templates, calculations, documents or deliverables that Vialto develops for use in providing the GMM Services. Client will advise Vialto at the earliest opportunity where services are urgent (and, in such event, will provide responses to any urgent requests from Vialto for additional information or documentation).

Client is responsible for ensuring that all information provided by it or its GMM Employees to Vialto is truthful and accurate.

Client will closely supervise all Vialto employees providing the GMM Services. Vialto employees providing the GMM Services will act under the direction of Client and not any GMM Employee. Client will confirm in a timely manner whether it will support and cover fees associated with any advice or assistance requested by a GMM Employee that contacts a Vialto employee in connection with the GMM Services.

Other Matters

The GMM Employees, and any other employees of Client who may receive or benefit from the GMM Services are not clients of Vialto and Vialto is not a fiduciary or agent of any such GMM Employee or other employee.