

## EUROPEAN MINIMUM WAGE PACKAGE REPRESENTATIVE SALES AGREEMENT

### BETWEEN

The transport company ....., with capital of .....,  
having its head office at: .....  
.....,  
registered with the Trade Registry of ..... under number RCS .....  
represented by ....., acting as .....

hereunder referred as “CLIENT”

### AND

The company VIALTIS SARL, having its office at: Parc du Golf, Bât. 23/25 – 350 rue JRGG de la Lauzière – 13799 Aix-en-Provence, registered with the Trade Registry of Aix-en-Provence under number RCS 325 176 014,

hereunder referred as “VIALTIS”

### PREAMBLE

According to the different national laws and decrees - in the frame of the 96/71 CE Directives of the European Parliament and the Council of 16/12/1996 and 2014/67/EU of 15/05/2014, employers of the transport sector are required to notify local authorities for workers posted abroad their own employment origin country and designate the relevant contact or representative in those countries for the competent authorities in matter of respect of posting conditions and pursuant to the Minimum Wage regulation.

VIALTIS, as European service provider in transport and logistic sector, is entitled to represent the foreign employers in countries as follow:

- REPRESENTATIVE  
The Representative must archive on a secured server (during the time of secondment and the following 18 months) and share to official state controllers, on their requests, all documents related to the secondment operations (such a posting certificate, employment contract, pay slips for the period of secondment, etc.)
- CONTACT PERSON  
The Contact Person acts as reference for the competent authorities, in matter of respect of posting conditions, in case of control and his responsibility is limited only to insure a mediation between national authorities and the foreign transport company who post driver(s).

Connecting to VIALTIS customer’s dedicated website [www.myvialtis.com](http://www.myvialtis.com), the CLIENT:

- has access to the different roles and responsibilities where VIALTIS performs the Minimum Wage service as per the dedicated page called “Vialtis’s roles & Customer’s Obligations”.
- is informed of the procedures to be fulfilled in case of posting in the different countries
- is made aware in case of changing on rules/responsibilities of the Representative/Contact Person
- is informed when a new country implements a national regulation for posted workers.

The use of the Minimum Wage service for each country is considered as acceptance of the role of VIALTIS and of the declarant’s responsibilities according to the above description.

## DUTIES AND OBLIGATIONS

### CLIENT

Using the different web portals and in respect of the different procedures that each country has made available for posting worker declarations, the CLIENT shall:

- register by creating a company account in each national web portal where workers (drivers) are supposed to be posted
- indicate the deployment/secondment period following the procedure
- indicate the posted driver(s) information

In his "MyVialtis" personal account, the CLIENT has to upload, for countries where VIALTIS acts as Representative:

- the declaration of posted driver(s) for countries where VIALTIS doesn't receive any declaration from the national websites
- any required document related to the posted drivers, in particular:
  - employment contract
  - A1 model
  - working time records
  - pay slips
  - proof of salary payment
  - working authorisation for employee from a non-EU country

In case of non-compliance with the legal obligations in the frame of the above mentioned laws, VIALTIS will not be responsible for any fine given by the competent authorities to the client.

VIALTIS is in no circumstance responsible for any loss that can be related to the CLIENT missing payment or the CLIENT lacking or late submission of documents. The observance of the different national regulations, hereunder but not limited to payment of wage and the posting declaration, is the sole responsibility of the CLIENT.

### VIALTIS

The company VIALTIS, and its designated Contact Person or Representative, shall perform the representative service according with the legal obligations in the frame of the above mentioned laws, in particular in case of control and provide:

- upon request of every national authorities the documents related to posted worker(s);
- any additional document or information that authorities could require.

## UPLOADING NOTIFICATIONS CLAUSE

According to every national website setup and the Representation service performed by VIALTIS, VIALTIS will upload and automatically store in its secured server all Secondment declarations received via an email notification generated by each national website.

By signing this agreement, CLIENT accepts and authorizes VIALTIS to use the Secondment declarations for administrative purposes.

## SALES CONDITIONS

- **Yearly Subscription** per Transport Company per year: Any year begun is due in full.
- **Posted Employee fee per Semester per posted driver and per country exclusively** where VIALTIS is named and acts as Representative.
- **Invoicing frequency is monthly.**
- **Payment delay: 15 days** following invoice date.

For any new countries added after signature of this agreement, where VIALTIS' role will consist in being representative, the price applied by default will be the lowest on negotiated as per the order form.

These prices exclude any cost of translation made by VIALTIS on customer request for national authorities (0.10€ per word). If the translation is provided by the CLIENT, no translation cost will be invoiced.

This agreement comes into force and effect on the date both parties have signed and shall be automatically renewed for successive period of one (1) year.

This “European Minimum Wage Package – Representative Sales Agreement” may be terminated, effective at any time of the year during the first or successive renewal period, by either party giving other not less than three (3) months written notice by registered letter.

VIALTIS and the Client are entitled to unilaterally terminate the agreement with immediate effect:

- a) If the CLIENT fails to meet his payment obligations
- b) VIALTIS or the CLIENT fail to comply with its duty of care as laid down in this agreement despite a written warning, and the breach has not been cured within 30 days, and said non-compliance causes the other party to the Agreement demonstrable loss or damage.

This agreement is subjected to Danish law.

By signing this document, the CLIENT accepts VIALTIS GENERAL TERMS AND CONDITIONS.

For VIALTIS

For the CLIENT

Place and date

Place and date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Kim HØI

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

Managing Director

\_\_\_\_\_  
Signature and stamp

\_\_\_\_\_  
Signature and stamp

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