

Sales Agreement for the representative service in the frame of
MINIMUM WAGES ITALIAN LAW: SMI (SALARIO MINIMO ITALIANO)

According to the Italian Ministry Decree of 10th august 2016 D. Lgs n. 136/2016 art. 10, comma 1 and 2, and art. 12 comma 1, in the frame of the 96/71/CE directives of the European Parliament and the Council of 16/12/1996 and 2014/67/UE of 15/05/2014.

BETWEEN

The transport company, with capital of,
having its head office at
.....
VAT number,
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:

The Italian Minimum Wage law of 10th august 2016 imposes to foreign transport Companies that posts drivers on the Italian territory for realizing cabotage operations to nominate a representative.

This representative must archive on a secured server (during the time of secondment and the following 24 months) and share the following documents to official state controllers on their requests:

1. The secondment (posting) certificates of each seconded employee (Modello UNI_CAB_UE)
2. The employment contract of each employee
3. The pay slips for the period of secondment for each employee
4. Any document certifying the salary payment for each employee
5. Any document mentioning the working dates and working hours for each employee (e.g. tachograph record)
6. Copy of communication letter from the employer to the state administration mentioning the beginning of relation between employer and employee
7. E-U certificate relative to legislation of social security applicable - Model A1. The form is issued by the social security institution you are registered with in your home country.

NB: The provision of the Italian version of each document is mandatory by law. (Except N° 7 which is a E-U model, since VIALTIS already has the translation).

Technical requirements:

- File format: PDF
- PDF size: 1Mo maximum per file
- Naming of PDF files:
[Company Name]_[Employee Name]_[Document code]_[Date YYYYMMDD].pdf
For example: "SPEED TRANSPORT_DAVID SMITH_SECIT_20160701"

Documents codes	Description	Frequency	Comments for the file coding
SAGIT	Sales Agreement	One time	
SECIT	Secondment/posting certificate	Every semester (Certificate expiry date maximum 6 month after creation)	The date must be the expiry date of the certificate
EMP	Employment contract of the employee	One time	
SAL	Salary Slip	Every month	The date must be the month of reference (July in the example)
PAY	Document proving the payment of the salary	Every month	The date must be the month of reference (July in the example)
WOR	Document mentioning the working dates and working hours	Every month	The date must be the month of reference (July in the example)
REL	Letter from the employer to state administration	One time	
MOD	Model A1	One time	

Sales conditions: See Order Form

Sales conditions details:

The Package per posted employee per semester include:

- Files reception
- Archiving
- Storage on a secured server for a period of 30 (6 + 24) months
- Provision of the documentations and communication with the Italian authorities

Invoicing frequency is monthly and payment delay is 15 days following invoice date.

The semester fee per employee will be invoiced after reception of the file package including the Secondment Declaration.

VIALTIS will perform the representation service according to the legal obligations in the frame of the above mentioned law. VIALTIS undertakes to perform a regulatory monitoring of this law to always be able to inform the CLIENT.

Any change of above detailed VIALTIS responsibilities may lead to an appendix to the current agreement between the two parties.

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 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.

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

This agreement is subject 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

Heike D. DAMKJAER

Position

Position

Director

Signature

Signature and stamp