

Supplemental Terms for Personio Payroll

Background

These terms shall govern your subscription to Personio Payroll and are supplemental to the Personio General Terms and Conditions ("**GTC**") and the Data Processing Addendum ("**Personio Payroll Terms**") .

Background commentary to our Personio Payroll Terms is provided at the top of each section.

1. Provision of Personio Payroll

Commentary:

- ❖ *We will work together to qualify and implement the Personio Payroll in a structured manner under the key headings of this section*
- ❖ *Personio will be reliant upon you providing assistance and information in order to set-up the Personio Payroll.*

- 1.1. **Personio Software:** The customer acknowledges that an active subscription to a Personio plan is required in order to access Personio Payroll. In the event the customer terminates its Personio plan subscription then Personio Payroll shall also be terminated in alignment.
- 1.2. **Qualification:** The customer shall inform and communicate to Personio in writing its specific requirements in order for Personio to determine and assess requirements in alignment with the applicable Personio Payroll plan. The customer will ensure that all information provided is accurate and complete.
- 1.3. **Implementation:** The parties will work together to produce an implementation plan based on Personio's standard operating procedure ("**Implementation Plan**"). The framework for implementation of Personio Payroll will be detailed in the Implementation Plan, which will include all responsibilities and roles between the parties.
- 1.4. **Implementation collaboration:** The customer acknowledges that implementation requires timely participation in the implementation process and agrees to provide Personio all the necessary co-operation in relation to implementation, including, but not limited to the following;
 - (i) to attend and participate in all required meetings (including kick-off meeting) with Personio implementation representatives;
 - (ii) to communicate with Personio implementation representatives all necessary and useful information and data for implementation.
- 1.5. **Set-up:** The customer shall ensure that prior to the initial payroll processing date; all requested information has been submitted, any authorisation documentation has been completed and any prior payroll services or arrangements have been terminated.
- 1.6. **Reliance:** The customer acknowledges that the complete, accurate and timely supply of information is essential to the preparation of documentation under this section and that Personio will rely on the information provided in determining the suitability of Personio Payroll for the customer. Personio shall be entitled to withdraw Personio Payroll or update the Implementation Plan to reflect any post qualification changes notified by the customer.

2. Personio Payroll

Commentary:

❖ We have identified notable aspects of the Personio Payroll in this section.

- 2.1. **Services:** Personio shall provide Personio Payroll in accordance with the applicable plan as selected by the customer in accordance with the Personio Payroll Terms during the subscription term. The customer shall use Personio Payroll in accordance with these Personio Payroll Terms.
- 2.2. **Professional Services:** The customer may instruct Personio to carry out supplemental or out-of-scope activities in addition to the Personio Payroll plan. Such additional services, and any associated fees, will be scoped for viability and documented by Personio under a separate agreement. The [General Terms and Conditions for Supporting Services \(Professional Services\)](#) on the Personio website apply.
- 2.3. **Support:** Personio shall provide support services in accordance with the GTC and the applicable support under the selected Personio Payroll plan.
- 2.4. **Group Companies:** Section 6.2 GTC applies accordingly for Personio Payroll depending on the chosen Personio Payroll plan.
- 2.5. **Errors:** The customer shall notify Personio immediately on becoming aware of any error, omission, or discrepancy in any information or record supplied or provided in connection with Personio Payroll. In the event, Personio is required to rectify any error additional fees may be applicable. To the extent any such error is due to a technical error caused by the Software then such correction shall be done at no additional cost.
- 2.6. **Records:** Production of statutory and legislative reports and forms generally accepted as being delivered by a payroll provider is included in Personio Payroll and Personio shall provide an outline of what records and documentation can be supplied under the applicable Personio Payroll plan. Additional fees may apply to any out-of-scope items requested by the customer.
- 2.7. **Payslip production:** Personio shall make available to the customer electronic payslips only.

3. Customer Responsibilities

Commentary:

❖ We recognise the importance of collaboration and this section outlines areas of your responsibility to enable our relationship to succeed in delivering the Personio Payroll.

- 3.1. **Payroll Owner:** The customer shall designate at least two payroll owners to be responsible for the customer's account and key contact points for Personio for Personio Payroll matters.
- 3.2. **Authorisation:** The customer shall be registered with appropriate regulatory bodies and ensure that appropriate power of attorneys are in place for payroll representation and filing by Personio. The customer shall be responsible to ensure the continuation of any registrations and authorisations.

- 3.3. **Collaboration:** The customer shall work collaboratively with Personio to ensure it can perform its obligations in an accurate and timely manner. Personio shall not be liable for any delays or failure to perform due non-cooperation by the customer.
- 3.4. **Accuracy:** The customer will retain responsibility in verifying the accuracy, timeliness and completeness of any information inputted (or by any other method) via Personio Payroll. Any claim that arises due to the inaccurate, incomplete or delayed information provided by the customer will be the customer's sole responsibility.
- 3.5. **Approval:** The customer or its selected professional advisor on its behalf shall check and approve all payroll information to ensure that the specific payroll is accurate prior to the payroll run being approved.
- 3.6. **Documentation:** The customer agrees to execute and deliver additional documents from time to time in order for Personio to provide Personio Payroll.
- 3.7. **Change Notification:** The customer must inform Personio as soon as possible of any planned or potential changes in its business that may be relevant to or affect their subscription of Personio Payroll. Any resulting changes must be in accordance with Section 5 (Change Control) of the Personio Payroll Terms.

4. Payment Terms

Commentary:

- ❖ *Breakdown of fees will be provided and payments of fees will be managed in accordance with this section.*

- 4.1. **Payment:** The customer agrees to pay the fees for Personio Payroll in accordance with Personio Payroll Terms and methods set out in the applicable quote document.
- 4.2. **Subscription Fees:** The customer acknowledges, and agrees, that a minimum user number commitment will be applied to the subscription term ("**User Commitment**"). The Customer must pay the subscription fees for the User Commitment during the subscription term. The User Commitment will be initially established in the quote documentation and subsequently can only be changed on renewal, subject to the customer providing notice of the change no later than 90 days' prior to the Personio Payroll renewal subscription date.
- 4.3. **Overage Fees:** In the event that the customer requires additional users beyond the User Commitment in any month during the subscription term, the customer will be invoiced monthly in arrears for the applicable overage fees at the same net fee per user rate as applied in the quote documentation.
- 4.4. **Billing Period:** The billing period for the Subscription and Implementation fees begins on the commencement date of the Personio Payroll Agreement or as otherwise agreed by the parties in text form and ends with the expiry of one year unless the subscription term agreed upon in the quote is longer than one year.
- 4.5. **Billing mechanism:** The billing month is calculated starting on the 1st of each month and ending on the last day of the month. The first invoice will be based on the User Commitment set out in the quote documentation. All subsequent monthly invoices shall be determined by the User Commitment and the previous month's overage fee. The customer must in any event pay no less than the User Commitment subscription fee in any month.

- 4.6. **One-time Fees:** Any one-time fees shall be due in advance and payable on receipt of an invoice.
- 4.7. **Corrections:** In the event, Personio determines that it has previously incorrectly invoiced the customer, it shall issue a corrected invoice.

5. Change Control

Commentary:

- ❖ *We recognise that over time circumstances changes will occur and our relationship will evolve. This section outlines how we will collaborate to manage specific changes to the Personio Payroll.*

- 5.1. **Plan Change:** Personio may make available to the customer different plans of Personio Payroll from time to time, as detailed on its website or otherwise notified. The customer may elect to either upgrade or downgrade plans in accordance with Section 3.4 of the GTC, in which case Personio shall confirm the relevant process for either upgrading or downgrading plans.
- 5.2. **Required Change:** The customer acknowledges that certain changes may be required in order for Personio to continue to provide t Personio Payroll in the event of regulatory/legal requirements or the existing plan becoming unsuitable for the customer. Such changes shall be notified in writing to the customer as far in advance as practicable, but no less than 30 days in advance of the change.
- 5.3. **Procedure:** Any agreed change under this section shall document the necessary change(s) in scope, service, timescale and fee in writing, which shall be subject to these Personio Payroll Terms. Subject to section 5.4, unless and until a change has been agreed by the parties in accordance with this section it shall not take effect.
- 5.4. **No Change:** In the event, a change is not approved or agreed; the existing arrangement, to the extent possible, shall continue without the change. If Personio Payroll cannot be provided without the relevant change then Personio reserves the right to terminate the subscription for Personio Payroll on three months' notice.

6. Final Provisions

Commentary:

- ❖ *General provisions dealing with miscellaneous points around the Personio Payroll.*

- 6.1. **Insights:** Any information that Personio provides in connection with Personio Payroll shall be for informational purposes only and shall not be construed by the customer as legal, tax or accounting advice. The customer shall make any decisions on the basis of professional and authorised advice.
- 6.2. **Role:** Personio is not party to any employment or other arrangement entered into between the customer and its employees. Personio will not be responsible for fulfilling any legal obligation that may arise in relation to pay as a consequence of the relationship between the customer and its employees.
- 6.3. **Post Termination:** Personio shall have no obligation to undertake any activities in relation to Personio Payroll on termination. The customer will be responsible for extracting all data

from the Software prior to the subscription termination. Personio may provide professional services in relation to post termination activities.

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