
General Terms & Conditions of Personio SE & Co. KG for supporting services (Professional Services)

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1. Scope / Conclusion of Contract

- 1.1. **Scope.** These General Terms and Conditions ("**GTC**") apply to the provision, against payment or free of charge, of supporting services by Personio SE & Co. KG (hereinafter "**Personio**") towards the customer (hereinafter "**Customer**") in connection with the web-based personnel administration and recruiting software of Personio ("**Software**"). Supporting services shall include consulting and training services, support in configuration and setup services, splitting or merging of Customer accounts in the Software (Account Split/Mergers), data migration services or any task expressly agreed between Personio and the Customer in writing ("**Services**"). Personio shall provide the Services exclusively in accordance with the GTC and the individual agreements made between the Personio and the Customer in this respect (hereinafter "**Orders**"). The use of the Software itself is subject to our separate GTC.
- 1.2. **Opposing terms and conditions.** Terms and conditions of the Customer which are contrary to or deviate from these GTC shall not become part of the contract - except in case of express written consent of Personio. These terms and conditions shall also apply if Personio performs the deliverables or services without reservation in the knowledge of conflicting or deviating terms and conditions of the Customer.
- 1.3. **Conclusion of Contract.** The contract between Personio and the Customer is concluded by both parties signing or otherwise agreeing on an Order (e.g. by e-mail or telephone).

2. Services

- 2.1. **Content of performance.** The Services to be provided by Personio result from the Orders, any supplementary service descriptions and alternatively these GTC. Services other than those expressly described in the Order are not owed.
- 2.2. **Scheduling commitments and cost estimates.** Unless expressly agreed otherwise in writing, scheduling commitments and cost estimates are to be understood as non-binding deadlines and estimates.
- 2.3. **Service descriptions.** Descriptions of services are only to be regarded as details of the nature of the service. In case of doubt, the service descriptions are not considered as a guarantee. Guarantees by the Personio shall only be made in writing and, in case of doubt, shall only be interpreted as such if they are designated as a "guarantee".
- 2.4. **No legal advice.** Where Personio refers to legal requirements (e.g. tax aspects, consent requirements, data protection requirements) or provides legally relevant texts or content (e.g. role and authorisation concepts) these are merely drafts. Personio does not owe any legal advice and in this respect does not warrant the legal conformity of the mentioned services, especially with regard to the requirements of tax law, labour law or data protection law. The Customer has to specify and check the legal conformity of these services themselves or through legally competent third parties.

3. Duties and Obligations of Customer

- 3.1. **Duties of Cooperation.** Personio depends on the cooperation of the Customer for a successful and timely performance of the Services to be provided by Personio. Personio therefore undertakes to provide all information, documents and content required for a proper performance of the Services in a timely and complete manner (e.g. data to be imported). The Customer is also obliged to point out, unprompted, circumstances which may be of importance for the performance of the Services by Personio and of which the Customer may be aware that they are unknown to Personio.
- 3.2. **Notification of Defects.** In the event of any defects or other malfunctions, the Customer is obliged to report them immediately to Personio and to provide the information necessary to rectify the defect.
- 3.3. **Specific Duties.** Further details of the Customer's duties to cooperate and obligations may be set out in the Order.

4. Rights of use to Personio's Services

Unless otherwise provided in these GTC or the Order, Personio hereby grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use the Services for the contractually agreed purposes, in case of doubt for the Customer's own business purposes.

5. Remuneration and Terms of Payment

- 5.1. **Remuneration according to time.** All Services provided by Personio to the Customer shall be remunerated on a time basis, unless a fixed price has been agreed in the Order. The hourly rates stated or referred to in the Order shall apply.
- 5.2. **Remuneration according to fixed price.** If a fixed price has been agreed in the Order, Personio shall perform the Services agreed for the fixed price set out therein.
- 5.3. **Billing.** Unless otherwise agreed, an agreed fixed price will be invoiced when the Order is placed. In the case of remuneration according to time, Personio will invoice the

working hours on a regular basis, usually at the end of each calendar month. In the case of remuneration according to time, an activity report must be attached to the invoice, which shows the date or period, duration and content of the activity. Invoicing shall be in 15 minute time units. Personio may issue invoices in electronic form.

- 5.4. **Travel expenses, travel to/from work.** Travel must be agreed with the Customer in advance. Travel time is considered 50 percent working time. Travel expenses shall be documented by Personio and reimbursed by the Customer. Travel to and from the Customer's premises is also considered working time (from Personio's closest office).
- 5.5. **Net prices.** All prices are in Euro plus the respective statutory value added tax.
- 5.6. **Payment term.** Invoices are payable within 14 days without deductions.

6. Limitation of Liability

- 6.1. **Limitation of liability in case of slight negligence.** Personio shall be liable for damages to the extent that such damages a) were caused intentionally or by gross negligence of Personio, or b) were caused by slight negligence of Personio and are due to material breaches of duty which endanger the achievement of the purpose of the contract, or to the breach of duties the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Customer may rely (cardinal obligations). In all other respects Personio's liability is excluded, irrespective of its legal basis, unless Personio is compulsorily liable by operation of law, in particular due to injury to life, body or health of a person, assumption of an express guarantee (see also clause 2.3), fraudulent concealment of a defect or under the German Product Liability Act.
- 6.2. **Liability for typically foreseeable damage.** In case of clause 6.1 sentence 1, letter b) (slight negligent breach of cardinal obligations) Personio's liability is limited to the typically foreseeable damage for a contract of this kind.
- 6.3. **Liability in case of free of charge performance.** To the extent Personio provides its Services free of charge, Personio's liability is limited to intent, fraud and gross negligence, unless Personio's liability is mandatory by law.
- 6.4. **Employees and Agents.** The limitations of liability set out in clauses 6.1 to 6.3 also apply to claims against employees, legal representatives and agents of Personio.

7. Confidentiality

Neither of the parties is entitled to disclose confidential information of the respective other party to third parties without express consent (at least in text form). This applies both to customers with contracts for free of charge and fee-based use. All information, whether disclosed in writing or orally, which (i) by its nature is considered confidential or in need of secrecy or (ii) which the party to whom the information is disclosed must recognise as confidential or in need of secrecy due to the external circumstances of the disclosure. Confidential information includes in particular product descriptions and specifications as well as prices. Both parties undertake to use confidential information only for contractually agreed purposes. Both parties shall take at least those precautionary measures which they also take with regard to their own confidential information. Such precautions must at least be adequate to prevent disclosure to unauthorised third parties. Both parties are furthermore obliged to prevent the unauthorised disclosure or use of confidential information by their customers, employees, subcontractors or legal representatives. The

parties shall inform each other in writing if there is any misuse of confidential information. Excluded from the foregoing obligation is such information that (i) was already known to the other party prior to transmission and without an existing confidentiality agreement, (ii) is transmitted by a third party that is not subject to a comparable confidentiality agreement, (iii) is otherwise publicly known, (iv) was developed independently and without use of the confidential information, (v) has been released for publication in writing or (vi) has been released for publication due to a final or legally binding judicial or legal decision. (vi) must be disclosed due to a final or legally binding court or administrative order, provided that the party affected by the disclosure is informed in good time in order to be able to initiate legal protection measures; in addition, the disclosing party shall indicate in the course of the disclosure that, if this is the case, business secrets are involved and shall work towards making use of the provisions of Sections 16 et seq. of the German Act on the Protection of Business Secrets. The parties are prohibited from obtaining confidential information by way of reverse engineering. "Reverse engineering" in this context means all actions, including observing, testing, examining and reassembling, with the aim of obtaining confidential information. The obligation of confidentiality shall also apply beyond the duration of the contract until twelve months after the effective termination date of the contract.

8. Data Protection

If Personio processes personal data of the Customer on behalf of the Customer in the context of the provision of the Services, Personio acts as processor in the sense of Art. 4 No. 8 GDPR and the Customer as controller in the sense of Art. 4 No. 7 GDPR. This is in particular the case for data migrations, account splits/mergers as well as other services which require Personio's access to the Customer's personal data in the Software. The contract for data processing concluded between Customer and Personio in connection with the provision of the Software pursuant to Art. 28 GDPR shall apply accordingly.

9. Contractual Services ("Dienstleistungen")

- 9.1. **Applicability.** Unless otherwise agreed, Personio provides its Services as contractual services and therefore does not owe any concrete success.
- 9.2. **Place of Performance.** The general location for the provision of Services is the business premises of Personio, unless the Services necessarily require a presence at the Customer's premises or a corresponding location has been agreed.
- 9.3. **No obligation to comply with instructions.** Employees assigned by Personio are not subject to any instructions of the Customer in the performance of the activities assigned to them. The assigned employee is free in the organisation of his activity (time, duration, type and place of work performance). However, they must take into account special operational concerns and requirements in connection with the activity. Furthermore, the assigned employee is not bound with regard to the place of work or the working hours. However, project-specific time requirements of the Customer shall be considered after consultation (e.g. meeting dates).
- 9.4. **Default of Acceptance.** If Personio cannot perform its Services due to a default of acceptance by the Customer or any other reason arising from the Customer's business sphere, the provisions of § 615 German Civil Code shall apply.

10. Work Services (“Werkleistungen”)

- 10.1. **Applicability.** Insofar as the parties have agreed on the applicability of the provisions of the contract for work services, the provisions of this Clause 10 shall apply.
- 10.2. **Acceptance period and declaration.** The Customer is obliged to inspect all Services without delay, unless otherwise agreed, within two weeks from the time of provision and to give notice of any recognisable and/or identified defects without delay in writing, giving a precise description of the defect (acceptance). Acceptance shall be deemed to have taken place if the Customer does not accept the Services within a reasonable period of time set by Personio, although they are obliged to do so. The same shall apply in the event that the Services are paid for without reservation or are used for a period of more than two weeks.
- 10.3. **Material Defects.** A material defect shall be deemed to exist if the performance owed cannot be used in accordance with the contract so that the purpose pursued with it under the contract cannot be achieved or can only be achieved with considerable difficulty. An insignificant defect does not justify refusal of acceptance.
- 10.4. **Subsequent performance.** In case of a defect Personio has the choice of subsequent performance. The supplementary performance has to be effected within a reasonable period of time irrespective of the number of attempts. The Customer does not have the right of self-execution.
- 10.5. **Statute of Limitations.** Claims of the Customer due to a defect in Services under a contract for work services shall become statute-barred twelve (12) months after the statutory commencement of the limitation period. In the event of intentional or grossly negligent breaches of duty, fraudulent concealment of a defect, personal injury, claims under the German Product Liability Act and the assumption of a guarantee, the statutory provisions on the statute of limitations shall apply; in the event of an assumption of a guarantee, however, this shall only apply unless the respective guarantee agreement provides otherwise.

11. Final Provisions

- 11.1. **Obligations in electronic business transactions.** Section 312 i para. 1 nos. 1, 2 and 3 German Civil Code as well as Section 312 i para. 1 sentence 2 German Civil Code, which provide for certain obligations of a company in the case of contracts in electronic business transactions, are waived.
- 11.2. **Applicable law.** The contract shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.3. **Place of jurisdiction.** If the Customer is a company, a legal entity under public law or a special fund under public law, Munich is hereby agreed as the place of jurisdiction for all disputes arising from this contract.
- 11.4. **Set-off.** The Customer may only set-off against claims of Personio with such counterclaims which are undisputed, legally established or ready for decision.
- 11.5. **Right of Retention.** The Customer is only entitled to exercise a right of retention insofar as the counterclaim on which they base the right of retention is undisputed, legally established or ready for decision and is based on the same contractual relationship.

11.6. **Assignment.** Except within the scope of Section 354 a of the German Commercial Code, the Customer may assign claims under this contract to third parties only with Personio's prior written consent, which Personio will not unreasonably withhold.

11.7. **Severability Clause.** If any provision of these GTC are or becomes invalid, the validity of the remainder of the contract shall not be affected thereby. In this case, the parties agree to replace the invalid provision with a valid provision which corresponds as closely as possible to what was originally intended. The same applies to gaps in the contract.

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