

# Supplemental Terms for Personio Payroll App

## Background

These terms shall govern your subscription to Personio Payroll App 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 App

*Commentary:*

- ❖ *We will work together to qualify and implement the Personio Payroll App 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 App.*

- 1.1. **Personio Software:** The customer acknowledges that an active subscription to a Personio plan (for customers who entered into an Agreement prior to August 08, 2023: Software version) is required in order to access the Personio Payroll App.
- 1.2. **Qualification:** The customer shall complete the Personio qualification questionnaire in order to identify its specific requirements and determine alignment with Personio Payroll App. 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 standard methodology and documentation (“**Implementation Plan**”). The framework for implementation of the Personio Payroll App will be detailed in the Implementation Plan.
- 1.4. **Scope:** The parties will work together to produce an overall service scope for the provision of the Personio Payroll App (“**Service Scope**”). The Service Scope shall identify all applicable service elements in-scope for the customer and will be based on assumptions dependent on the information supplied by the customer. The customer acknowledges that the Service Scope may be subject to change if it is determined that an assumption is incorrect; there are changes to the customer’s requirements; delays or other factors which may require a change to the Service Scope.
- 1.5. **Set-up:** Personio shall notify the customer when the Personio Payroll App is accessible in a live environment. 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 the Personio Payroll App for the customer. Personio shall be entitled to withdraw the Personio Payroll App or update the Implementation Plan / Service Scope to reflect any post qualification

changes notified by the customer.

## 2. Personio Payroll App

*Commentary:*

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

- 2.1. **Services:** Personio shall provide the Personio Payroll App in accordance with the Service Scope as agreed from time to time in accordance with the Personio Payroll Terms during the subscription term. The customer shall use the Personio Payroll App in accordance with these Personio Payroll Terms and the agreed Service Scope.
- 2.2. **Professional Services:** The customer may instruct Personio to carry out supplemental or out-of-scope activities in addition to the Service Scope. 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 plan for the selected Personio Payroll App plan.
- 2.4. **Group Companies:** Section 6.2 GTC applies accordingly for the Personio Payroll App depending on the chosen Personio Payroll App 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 the Personio Payroll App. 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 an payroll provider is included in the Personio Payroll App and Personio shall provide an outline of what records and documentation can be supplied as part of the Service Scope. Additional fees may apply to any out-of-scope items requested by the customer.
- 2.7. **Audit:** To the extent the customer is required to respond to any governmental authority regulatory audit with respect to any activity relating to the Personio Payroll App, Personio shall provide reasonable assistance, where possible, in responding to such audits or requests for information. In the event, the customer requires Personio to engage directly with any auditor on its behalf then it shall be a chargeable professional service.
- 2.8. **Payslip production:** Personio shall make available to the customer electronic payslips only. The customer shall ensure that all payslips are checked and approved in accordance with the relevant deadlines before distribution.

### 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 App.*

- 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 the Personio Payroll App. 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 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 the Personio Payroll App.
- 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 the Personio Payroll App or Service Scope. 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 shall pay all fees in accordance with the terms and methods set out in the applicable offer or as notified by Personio in relation to the Personio Payroll App.
- 4.2. **Subscription Fees:** The customer shall pay a monthly subscription fee under the relevant plan per payroll employee per month ("**PPEPM**"). Personio shall issue invoices monthly in arrears based on the total PPEPM for the preceding month. The billing period for the subscription fees shall commence from the date Personio notifies the customer that Personio Payroll App is accessible in a live environment.

- 4.3. **One-time Fees:** Any one-time fees shall be due in advance and payable on receipt of an invoice. Payments shall be due two weeks from the date of the invoice.
- 4.4. **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 App.*

- 5.1. **Plan Change:** Personio may make available to the customer different plans of the Personio Payroll App 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. **Scope Change:** In the event a change in the Service Scope is required due a customer notification then the parties shall mutually agree to the change and the fees associated with such change. Any such change shall be subject to an assessment by Personio on viability, capability, resource and timescale.
- 5.3. **Required Change:** The customer acknowledges that certain changes may be required in order for Personio to continue to perform the Personio Payroll Apps in the event of regulatory/legal requirements or the existing plan and Service Scope 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.
- 5.4. **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 5.5, unless and until a change has been agreed by the parties in accordance with this section it shall not take effect.
- 5.5. **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 the Personio Payroll App cannot be provided without the relevant change then Personio reserves the right to terminate the subscription for Personio Payroll App on three months' notice.

## 6. Final Provisions

*Commentary:*

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

- 6.1. **Insights:** Any information that Personio provides in connection with the Personio Payroll App 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 App 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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